

# *Village of Lemont*

## **Mayor**

John Egofske

## **Village Clerk**

Charlene Smollen

## **Administrator**

George J. Schafer



## **Trustees**

Debby Blatzer  
Ryan Kwasneski  
Ken McClafferty  
Dave Maher  
Rick Sniegowski  
Ronald Stapleton

## **VILLAGE BOARD MEETING**

March 11, 2019 – 6:30 PM

Village Hall – Village Board Room  
418 Main Street, Lemont, IL 60439

### **AGENDA**

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes
    1. February 25, 2019 Village Board Meeting Minutes
    2. February 25, 2019 Committee of the Whole Meeting Minutes
  - B. Approval of Disbursements
- IV. Mayor's Report
  - A. Public Hearing on the FY19 Proposed Annual Operating Budget
  - B. Presentation of Plaque from Special Olympics Illinois- Lemont Police Department
  - C. Audience Participation
- V. Clerk's Report
  - A. Resolution
    1. A Resolution in Support of a Capital Bill
    2. A Resolution Approving the Purchase of a 2019 Ford F250 Pickup Truck
    3. A Resolution Terminating and Dissolving the Service Agreement between the Village of Lemont and Lemont Video Access League

4. A Resolution Authorizing Issuance of Unclaimed Clean Up Bond Deposit Refunds
5. A Resolution Authorizing the Amendment to a Lease Agreement between Clear Channel Outdoor, Inc. and the Village of Lemont (Lease #34087)
6. A Resolution Authorizing the Acquisition of Property Commonly known as 14501 Main Street, Lemont, Illinois

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session Discussion Under Chapter 5 ILCS

1. Imminent Litigation 2(c)11

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**February 25, 2019**  
**6:30 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, February 25, 2019 at 6:30 p.m., with Mayor John Egofske presiding.

**A. PLEDGE OF ALLEGIANCE**

**B. ROLL CALL:** McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; present.

Amend agenda resolution removing from agenda tabled indefinitely.

Motion by Stapleton, seconded by McClafferty, to remove resolution from agenda tabled indefinitely.

Roll call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes. Motion passed.

**C. CONSENT AGENDA**

**A. Approval of Minutes**

1. February 11, 2019 Village Board Meeting Minutes
2. February 11, 2019 Committee of the Whole Meeting Minutes

**B. Approval of Disbursements**

Motion to approve the consent agenda by Sniegowski, seconded by Blatzer, to approve the above items on the consent agenda by omnibus vote.

Roll call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes.  
Motion passed.

**D. MAYOR'S REPORT**

**A. Mayor's Mention**

1. Saturday, March 9, is St. Patrick's Day parade in downtown Lemont at 1:00 p.m. Visit the VFW after the parade for food, refreshments and entertainment. If your organization wants to walk in the parade, call Donna at 630-243-2700.

2. The State of the Village Address will be held on Thursday, March 14, at Crystal Grand Banquets from 4 – 6 p.m. You can register to attend on the Chamber’s website, [lemontchamber.com](http://lemontchamber.com).
3. Registration is open for the Quarryman Challenge 10 mile & 5K run on May 11. You can register at, [quarrymanchallenge.com](http://quarrymanchallenge.com).
4. On Friday, March 1, Lemont Park District is hosting Mom & Son Night from 6-9 p.m. There will be activities, craft, photo, dinner & rockin’ DJ for this fun night. Register in advance at [lemontparkdistrict.org](http://lemontparkdistrict.org).
5. On Sunday, March 3, Lemont Park District is hosting Indoor Sprint Triathlon at the CORE. Event starts at 8 a.m. Interested athletes can register at [active.com](http://active.com).
6. On Saturday, March 9, Lemont Jr. Woman’s Club hosting Mardi Gras Madness at Ruffled Feathers Golf Club at 7 p.m. There will be silent auction, raffle prizes, DJ playing and more. All proceeds benefits the Lemont Jr. Woman’s Club Park revitalization. Register in advance at [lemontparkdistrict.org](http://lemontparkdistrict.org).
7. Referendum Update- With the utilization of home rule authority no longer a current option, the Village once again is being challenged to raise revenues needed to fund its capital needs and once again be over a million dollars in the hole in attempting to approve a new upcoming budget. The Board authorized the questions to be put on the ballot for the April 2<sup>nd</sup> election proposing to give authority to the Village to impose a 1% non-home rule sales tax to fund for our infrastructure projects. There will be an open meeting on March 7<sup>th</sup> at the Village Hall regarding this referendum. Residents are welcomed to attend. Early voting starts on March 18<sup>th</sup> and voters can placed at Lemont Township.

B. Audience Participation- None

**E. Clerk’s Report**

A. Ordinance

1. Ordinance O-06-19 Amending Title 17 of the Lemont Municipal Code, The Lemont Unified Development Ordinance of 2008

Motion by McClafferty, seconded by Blatzer, to adopt said ordinance. Roll call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes. Motion passed.

2. Ordinance O-07-19 Granting Final Plat Approval for Phase II of a Single-family Detached Residential Subdivision Located at 12150 Bell Road in Lemont, IL (Equestrian Meadows)

Motion by Stapleton, seconded by Kwasneski, to adopt said ordinance. Roll call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes. Motion passed.

B. Resolutions

The two easement resolutions have been removed due to not yet obtaining all the required signatures.

1. Resolution R-12-19 of the Village of Lemont, Cook County, Illinois Authorizing a County of Cook No Cash Bid Program Application to Secure a tax Certificate of Purchase for the Nonpayment of Real Estate taxes on a certain parcel of Real Property.

Motion by Sniegowski, seconded by McClafferty, to adopt said resolution. Roll call: McClafferty, Sniegowski, Stapleton, Blatzer, Kwasneski, Maher; 6 ayes. Motion passed.

F. **Village Administrator Report-**

1. March 11 & 25 will be two Public Hearing on budget. The budget will be posted online next week.

G. **Board Reports-** None

H. **Staff Reports-** None

I. **Unfinished Business-** None

J. **New Business-** None

K. **Executive Session-** None

L. **Motion to Adjourn**

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 6:45 p.m. VV 6 ayes. Motion passed.

VILLAGE BOARD  
Committee of the Whole Meeting  
February 25, 2019  
Lemont Village Hall – Village Board Room  
418 Main St., Lemont, IL 60439

**I. Call to Order**

Mayor Egofske called the COW Meeting to order at 7:00 p.m.

**II. Roll Call**

Present were Trustees, Blatzer, Kwasneski, Maher, McClafferty, Stapleton and Sniegowski. Also present were George Schafer, Linda Molitor, Chris Smith, Darshana Prakash, Jason Berry and Ralph Pukula.

**III. Discussion Items**

**A. Outsourcing Vehicle Sticker Program**

Finance Director, Chris Smith, stated currently the Village issues Vehicle stickers for a two year term (August 1 to July 31). The entire process is administered by Finance staff, where the process begins sometime in May with ordering of the vehicle stickers. Vehicle stickers are sold at Finance counter and Police Department. The bulk of Finance staff spent is on selling the sticker at the front counter and on entering the information in the New World software system. The process is very labor intensive and time consuming in administering the sale. For the renewal period 2017-2019, staff spent 663 overtime hours, approximately \$10,200 in addition to regular hours worked. The staff recommended outsourcing the sticker sale to Third Millennium, Inc. This vendor's solution to service provided in three parts; data collection and cleansing, online portal and fulfillment.

**B. Strategic Plan Update**

Village Administrator, George Schafer, stated The Village Board and senior staff recently went through a comprehensive strategic planning process in which we will continue to update the Board on its progress throughout its implementation. The strategic plan consists of strategic priorities and associated key outcomes, strategic initiatives and action items. The board went over the strategic priorities for community development, community image, economic vitality, financial sustainability, infrastructure maintenance and organizational effectiveness with their associated key outcomes. In relation to the priority areas, activities from the current fiscal year and proposed initiatives and activities for the upcoming fiscal year.

**C. Village Board, LPD Board, HCOR Commission Joint Meeting Discussion**

Village Administrator, George Schafer, stated being consistent with our strategic plan on engaging our intergovernmental partners for projects that can benefit the community, Village has invited Lemont Park District board of Commissioners and the Village's Heritage and Outdoor Recreation Commission to Joint workshop to talk about initiatives related to recreation. The meeting is scheduled to held at Village Hall on February 27<sup>th</sup> at 7:00 p.m. The Board also agreed on topic to be discussed which are, potential leasing and improvements to the MWRD owned Tri-Central property, Castle Bowl ownership and maintenance, Kettering Estates and Timber Run park discussion and Bambrick Park Potential Cooperation.

- IV. Unfinished Business – None**
- V. New Business – None**
- VI. Audience Participation – None**
- VII. Executive Session – None**
- VIII. The Committee of the Whole Meeting adjourned at 9:45p.m.**

# Payment Register

From Payment Date: 2/26/2019 - To Payment Date: 3/11/2019

| Number  | Date           | Status  | Void Reason      | Reconciled/<br>Voided Date | Source                    | Payee Name                     | Transaction<br>Amount | Reconciled<br>Amount | Difference |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
|---|----------------|---|------------------|----------------------------|---------------------------|--------------------------------|-----------------------|----------------------|------------|--------------|----------------|-------------|------------------|------------------|--|-------------------------------|----------------------|------------|---|----------------------|----------------|------------|----------------------------|---------------------|----------------|------------|---------------------------------|----------|----------------|------------|------------------------------------|----------|---------------|------------|-----------------------------------|----------|----------------|------------|-------------------------------------|----------|----------------|------------|----------------------------|----------|----------------|------------|----------------------------|----------|----------------|------------|--------------------------------------|----------|----------------|------------|---|----------|----------------|------------|--------------------------------------|----------|----------------|------------|---|----------|----------------|------------|---|----------|----------------|------------|----------------------------|----------|----------------|------------|--|----------|
| FM-Clearing - Accounts Payable  |                |   |                  |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| Check   |                |   |                  |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18894   | 03/04/2019     | Open  |                  |                            | Utility Management Refund | HYNES, DOUGLAS                 | \$96.92               |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| <table border="1"> <thead> <tr> <th>Account Type</th> <th>Account Number</th> <th>Description</th> <th>Transaction Date</th> <th>Transaction Type</th> </tr> </thead> <tbody> <tr> <td>Single Family</td> <td>201092-004</td> <td>Refund final balance</td> <td>03/04/2019</td> <td>Refund</td> </tr> </tbody> </table>   |                |   |                  |                            |                           |                                |                       |                      |            | Account Type | Account Number | Description | Transaction Date | Transaction Type | Single Family                            | 201092-004                    | Refund final balance | 03/04/2019 | Refund                                      |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
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| Single Family   | 201092-004     | Refund final balance                              | 03/04/2019       | Refund                     |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18895   | 03/11/2019     | Open  |                  |                            | Accounts Payable          | AT&T                           | \$3,594.45            |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
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| 63024304480219  | 02/13/2019     | 630 243-0448 146 1 chestnut crossing l/s          | \$199.55         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63024373750219  | 02/13/2019     | 630 243-7375 749 4 art & culture commission       | \$236.68         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63024317390219  | 02/13/2019     | 630 243-1739 155 8 well #6                        | \$261.47         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63024304590219  | 02/13/2019     | 630 243-0459 681 3 oak tree l/s                   | \$214.11         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63024312300219  | 02/13/2019     | 630 243-1230 805 2 eagle ridge l/s                | \$210.14         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 2019-00000987   | 02/13/2019     | 630 243-1468 926 9 parking garage                 | \$331.86         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63024316090219  | 02/13/2019     | 630 243-1609 403 9 kohls-target l/s               | \$113.36         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025764210219  | 02/25/2019     | 630 257-6421 123 8 well #5                        | \$107.92         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025722900219  | 02/25/2019     | 630 257-2290 820 6 well #3                        | \$270.94         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025719820219  | 02/25/2019     | 630 257-1982 589 2 ruffled fthrs l/s              | \$204.29         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025704360219  | 02/25/2019     | 630 257-0436 056 6 glens of connemara l/s         | \$210.14         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025752710219  | 02/25/2019     | 630 257-5271 183 5 harpers grove l/s              | \$209.72         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025724740219  | 02/25/2019     | 630 257-2474 474 0 p.d. backup phone line         | \$413.14         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025752720219  | 02/25/2019     | 630 257-5272 181 8 metra station security cameras | \$197.43         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025759360219  | 02/25/2019     | 630 257-5936 976 9 well #4                        | \$214.55         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 63025795390219  | 02/25/2019     | 630 257-9539 074 6 keepataw trails l/s            | \$199.15         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18896   | 03/11/2019     | Open  |                  |                            | Accounts Payable          | Automated Forms & Graphics Inc | \$75.49               |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| <table border="1"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>28737</td> <td>01/01/2019</td> <td>Name Plate</td> <td>\$75.49</td> </tr> </tbody> </table>   |                |   |                  |                            |                           |                                |                       |                      |            | Invoice      | Date           | Description | Amount           | 28737            | 01/01/2019                               | Name Plate                    | \$75.49              |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| Invoice   | Date           | Description                                       | Amount           |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 28737   | 01/01/2019     | Name Plate  | \$75.49          |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18897   | 03/11/2019     | Open  |                  |                            | Accounts Payable          | Avalon Petroleum Company       | \$10,114.24           |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| <table border="1"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>019869</td><td>02/13/2019</td><td>1421 gallons diesel</td><td>\$3,630.66</td></tr> <tr><td>564932</td><td>02/08/2019</td><td>1400 gallons regular</td><td>\$2,946.58</td></tr> <tr><td>019883</td><td>02/25/2019</td><td>1350 gallons diesel</td><td>\$3,537.00</td></tr> </tbody> </table>  |                |   |                  |                            |                           |                                |                       |                      |            | Invoice      | Date           | Description | Amount           | 019869           | 02/13/2019                               | 1421 gallons diesel           | \$3,630.66           | 564932     | 02/08/2019                                  | 1400 gallons regular | \$2,946.58     | 019883     | 02/25/2019                 | 1350 gallons diesel | \$3,537.00     |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| Invoice   | Date           | Description                                       | Amount           |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 019869  | 02/13/2019     | 1421 gallons diesel                               | \$3,630.66       |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 564932  | 02/08/2019     | 1400 gallons regular                              | \$2,946.58       |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 019883  | 02/25/2019     | 1350 gallons diesel                               | \$3,537.00       |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18898   | 03/11/2019     | Open  |                  |                            | Accounts Payable          | Axon Enterprises, Inc          | \$5,600.00            |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| <table border="1"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>SI-1577660</td> <td>02/25/2019</td> <td>20 Tasers</td> <td>\$5,600.00</td> </tr> </tbody> </table>  |                |   |                  |                            |                           |                                |                       |                      |            | Invoice      | Date           | Description | Amount           | SI-1577660       | 02/25/2019                               | 20 Tasers                     | \$5,600.00           |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| Invoice   | Date           | Description                                       | Amount           |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| SI-1577660  | 02/25/2019     | 20 Tasers   | \$5,600.00       |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18899   | 03/11/2019     | Open  |                  |                            | Accounts Payable          | Blanco, Tania                  | \$125.00              |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| <table border="1"> <thead> <tr> <th>Invoice</th> <th>Date</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>201902</td> <td>03/04/2019</td> <td>commissions for art work sold</td> <td>\$125.00</td> </tr> </tbody> </table>  |                |   |                  |                            |                           |                                |                       |                      |            | Invoice      | Date           | Description | Amount           | 201902           | 03/04/2019                               | commissions for art work sold | \$125.00             |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| Invoice   | Date           | Description                                       | Amount           |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 201902  | 03/04/2019     | commissions for art work sold                     | \$125.00         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18900   | 03/11/2019     | Open  |                  |                            | Accounts Payable          | Carey C. Cosentino, PC         | \$2,500.00            |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
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| Invoice   | Date           | Description                                       | Amount           |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 19-03-01  | 03/01/2019     | Feb 2019 legal                                    | \$2,500.00       |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 18901   | 03/11/2019     | Open  |                  |                            | Accounts Payable          | Chicago Parts Sound, LLC       | \$456.29              |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
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| Invoice   | Date           | Description                                       | Amount           |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 1-0054497   | 02/25/2019     | parts   | \$648.82         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 1-0054502   | 02/25/2019     | parts   | \$81.97          |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 1-0055232   | 02/27/2019     | parts   | \$141.12         |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |
| 1-0055264   | 02/27/2019     | parts   | \$70.56          |                            |                           |                                |                       |                      |            |              |                |             |                  |                  |  |                               |                      |            |   |                      |                |            |                            |                     |                |            |                                 |          |                |            |                                    |          |               |            |                                   |          |                |            |                                     |          |                |            |                            |          |                |            |                            |          |                |            |                                      |          |                |            |   |          |                |            |                                      |          |                |            |   |          |                |            |   |          |                |            |                            |          |                |            |  |          |



# Payment Register

From Payment Date: 2/26/2019 - To Payment Date: 3/11/2019

| Number | Date         | Status | Void Reason | Reconciled/<br>Voided Date | Source   | Payee Name   | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|--------------|--------|-------------|----------------------------|--|--|-----------------------|----------------------|------------|
|        | 1CR0010979   |        | 02/28/2019  |                            | CM return items 1-0054497                            |  | (\$486.18)            |                      |            |
| 18902  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | Cintas Corporation                                 | \$88.98               |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 23K181492    |        | 02/21/2019  |                            | Village Hall carpet mats                             |  | \$88.98               |                      |            |
| 18903  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | ComEd  | \$360.89              |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 19-02-4054   |        | 02/14/2019  |                            | 4161134054 - street lights - 0 12701 TRE, 171 LEMONT |  | \$44.04               |                      |            |
|        | 19-02-8029   |        | 02/28/2019  |                            | 0615008029 - EDBOSSERT DR METR 0 E STATE ST          |  | \$35.08               |                      |            |
|        | 19-02-8014   |        | 02/26/2019  |                            | 3909078014 - street lights - illinois, e of stephen  |  | \$26.64               |                      |            |
|        | 19-02-0007   |        | 02/26/2019  |                            | 1173160007 - street lights - talcott, e of stephen   |  | \$191.16              |                      |            |
|        | 19-02-4052   |        | 02/26/2019  |                            | 2163104052 - street lights - stephen st 1 S river    |  | \$63.97               |                      |            |
| 18904  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | Crawford, Murphy, Tilly, Inc.                      | \$12,185.00           |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 0202619      |        | 02/13/2019  |                            | Long term control plan                               |  | \$12,185.00           |                      |            |
| 18905  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | Crystal Maintenance Services Corporation           | \$2,945.00            |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 25889        |        | 02/18/2019  |                            | Cleaning Services                                    |  | \$2,945.00            |                      |            |
| 18906  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | ecology + vision, llc                              | \$300.00              |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 915          |        | 02/11/2019  |                            | Landscape Plan Review #1-Rolling Meadows 3a & 4      |  | \$300.00              |                      |            |
| 18907  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | Guaranteed Technical Services And Consulting, Inc. | \$1,120.00            |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 2018462      |        | 02/26/2019  |                            | I.T. Support   |  | \$1,120.00            |                      |            |
| 18908  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | Industrial System Ltd                              | \$4,409.90            |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 21778        |        | 02/01/2019  |                            | 19GM therma point ice melt                           |  | \$4,409.90            |                      |            |
| 18909  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | Infinisource Benefit Services                      | \$27.90               |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 90383505     |        | 02/15/2019  |                            | Cobra Services                                       |  | \$27.90               |                      |            |
| 18910  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | IRMA   | \$6,444.96            |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | SALES0017258 |        | 01/31/2019  |                            | Jan 2019 deductible                                  |  | \$5,594.96            |                      |            |
|        | IVC0011025   |        | 01/31/2019  |                            | 11/1/18-11/1/19 volunteer coverage                   |  | \$850.00              |                      |            |
| 18911  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | Jessen, Kevin                                      | \$102.38              |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 18314        |        | 02/08/2019  |                            | tools  |  | \$102.38              |                      |            |
| 18912  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | John Martin Structural Engineering Inc             | \$3,000.00            |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 18-246       |        | 01/08/2019  |                            | Construction Observation Monitoring                  |  | \$3,000.00            |                      |            |
| 18913  | 03/11/2019   | Open   |             |                            | Accounts Payable                                     | KS StateBank                                       | \$26,518.62           |                      |            |
|        | Invoice      |        | Date        |                            | Description  |  | Amount                |                      |            |
|        | 19-02-06     |        | 02/06/2019  |                            | 3347989 - Final payment                              |  | \$26,518.62           |                      |            |

# Payment Register

From Payment Date: 2/26/2019 - To Payment Date: 3/11/2019

| Number | Date          | Status | Void Reason | Reconciled/<br>Voided Date            | Source           | Payee Name                                    | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|---------------|--------|-------------|---------------------------------------|------------------|---|-----------------------|----------------------|------------|
| 18914  | 03/11/2019    | Open   |             |                                       | Accounts Payable | LEAF  | \$954.49              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 9195234       |        | 03/20/2019  | Copier Lease                          |                  | \$277.98                                      |                       |                      |            |
|        | 9195235       |        | 02/18/2019  | Copier Lease                          |                  | \$676.51                                      |                       |                      |            |
| 18915  | 03/11/2019    | Open   |             |                                       | Accounts Payable | M/I Homes of Chicago                          | \$1,000.00            |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 2018-00000361 |        | 02/28/2019  | Clean Up Bond Refund-21 Anne Cir.     |                  | \$1,000.00                                    |                       |                      |            |
| 18916  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Metropolitan Industries Inc                   | \$45.00               |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | INV003056     |        | 02/15/2019  | data connection fee                   |                  | \$45.00                                       |                       |                      |            |
| 18917  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Midwest Paving Equipment, Inc                 | \$226.80              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 1492          |        | 02/20/2019  | parts                                 |                  | \$226.80                                      |                       |                      |            |
| 18918  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Monroe Truck Equipment                        | \$378.87              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 324586        |        | 02/14/2019  | parts                                 |                  | \$96.33                                       |                       |                      |            |
|        | 324459        |        | 02/12/2019  | parts                                 |                  | \$51.20                                       |                       |                      |            |
|        | 324289        |        | 02/05/2019  | parts                                 |                  | \$231.34                                      |                       |                      |            |
| 18919  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Occupational Health Centers of Illinois. P.C. | \$124.50              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 1011363904    |        | 02/22/2019  | pre-employment physical & drug screen |                  | \$124.50                                      |                       |                      |            |
| 18920  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Office Depot                                  | \$54.12               |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 272123844001  |        | 02/11/2019  | Office Supplies                       |                  | \$54.12                                       |                       |                      |            |
| 18921  | 03/11/2019    | Open   |             |                                       | Accounts Payable | P & G Keene Electrical                        | \$307.92              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 208727        |        | 02/04/2019  | parts                                 |                  | \$307.92                                      |                       |                      |            |
| 18922  | 03/11/2019    | Open   |             |                                       | Accounts Payable | PDC Laboratories                              | \$302.18              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 19357330      |        | 02/22/2019  | sample testing                        |                  | \$302.18                                      |                       |                      |            |
| 18923  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Petroleum Technologies Equipment, Inc.        | \$588.25              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 20907         |        | 02/15/2019  | fuel pump repair                      |                  | \$588.25                                      |                       |                      |            |
| 18924  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Poellot, Joshua, J                            | \$500.00              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 30419         |        | 03/04/2019  | Feb 2019 TV/AV support                |                  | \$500.00                                      |                       |                      |            |
| 18925  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Quicket Solutions, Inc.                       | \$3,336.67            |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 0000349       |        | 02/28/2019  | Monthly Subscription                  |                  | \$3,336.67                                    |                       |                      |            |
| 18926  | 03/11/2019    | Open   |             |                                       | Accounts Payable | Rag's Electric                                | \$946.68              |                      |            |
|        | Invoice       |        | Date        | Description                           |                  | Amount  |                       |                      |            |
|        | 22046         |        | 02/20/2019  | State & Illinois street light         |                  | \$946.68                                      |                       |                      |            |

# Payment Register

From Payment Date: 2/26/2019 - To Payment Date: 3/11/2019

| Number | Date        | Status | Void Reason | Reconciled/<br>Voided Date          | Source           | Payee Name                       | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|-------------|--------|-------------|-------------------------------------|------------------|----------------------------------|-----------------------|----------------------|------------|
| 18927  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Rainbow Printing                 | \$647.90              |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 413573      |        | 02/25/2019  | communications brochure             |                  | \$545.95                         |                       |                      |            |
|        | 413581      |        | 03/04/2019  | GALA tickets                        |                  | \$101.95                         |                       |                      |            |
| 18928  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Ristow, Leona                    | \$14.00               |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 201901      |        | 03/04/2019  | commissions for art work sold       |                  | \$14.00                          |                       |                      |            |
| 18929  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Robbins Schwartz                 | \$1,000.00            |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 286147      |        | 02/21/2019  | Labor Law Counsel-Through 01-31-19  |                  | \$1,000.00                       |                       |                      |            |
| 18930  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Rod Baker Ford                   | \$1,042.09            |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 172887      |        | 02/20/2019  | parts                               |                  | \$655.76                         |                       |                      |            |
|        | 172388      |        | 02/02/2019  | parts                               |                  | \$386.33                         |                       |                      |            |
| 18931  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Rush Truck Centers               | \$483.70              |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 3013795234  |        | 02/08/2019  | parts                               |                  | \$248.70                         |                       |                      |            |
|        | 3013759573  |        | 02/06/2019  | parts                               |                  | \$235.00                         |                       |                      |            |
| 18932  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Sam's Tech Supply Inc.           | \$193.04              |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 167044      |        | 02/14/2019  | parts                               |                  | \$193.04                         |                       |                      |            |
| 18933  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Schindler Elevator Corp.         | \$5,327.89            |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 8105006823  |        | 03/01/2019  | Parking garage elevator maintenance |                  | \$4,038.21                       |                       |                      |            |
|        | 7152881226  |        | 02/24/2019  | parking garage elevator repair      |                  | \$990.56                         |                       |                      |            |
|        | 7152881227  |        | 02/24/2019  | parking garage elevator repair      |                  | \$299.12                         |                       |                      |            |
| 18934  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Shred-It USA, LLC                | \$40.00               |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 8126656596  |        | 02/22/2019  | VH shredding 13316714               |                  | \$40.00                          |                       |                      |            |
| 18935  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Southwest Central Dispatch       | \$27,387.47           |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 19-02-15    |        | 02/15/2019  | Mar 2019 assessment                 |                  | \$27,387.47                      |                       |                      |            |
| 18936  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Southwest Digital Printing, Inc. | \$16.87               |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 02-2058mr   |        | 02/19/2019  | 01/02/19-02/05/19 plotter usage     |                  | \$16.87                          |                       |                      |            |
| 18937  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Tyler Technologies Inc           | \$1,275.00            |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 045-251061  |        | 01/23/2019  | Jan 9 training                      |                  | \$637.50                         |                       |                      |            |
|        | 045-253048  |        | 02/13/2019  | Jan 23 training                     |                  | \$637.50                         |                       |                      |            |
| 18938  | 03/11/2019  | Open   |             |                                     | Accounts Payable | Underground Pipe & Valve Co, Inc | \$329.00              |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 034103-01   |        | 02/21/2019  | repair parts                        |                  | \$329.00                         |                       |                      |            |
| 18939  | 03/11/2019  | Open   |             |                                     | Accounts Payable | WebQA                            | \$6,115.00            |                      |            |
|        | Invoice     |        | Date        | Description                         |                  | Amount                           |                       |                      |            |
|        | 309B-190101 |        | 01/01/2019  | 2018 and 2019 FOIA Services         |                  | \$6,115.00                       |                       |                      |            |

# Payment Register

From Payment Date: 2/26/2019 - To Payment Date: 3/11/2019

| Number             | Date            | Status | Void Reason | Reconciled/<br>Voided Date                        | Source           | Payee Name                    | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------------------|-----------------|--------|-------------|---|------------------|-------------------------------|-----------------------|----------------------|------------|
| 18940              | 03/11/2019      | Open   |             |   | Accounts Payable | West Side Tractor Sales       | \$39.48               |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | J70815          |        | 02/05/2019  | parts   |                  | \$39.48                       |                       |                      |            |
| 18941              | 03/11/2019      | Open   |             |   | Accounts Payable | WEX Fleet Universal           | \$4,175.81            |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 580803265       |        | 02/28/2019  | February 2019 retail fuel                         |                  | \$4,175.81                    |                       |                      |            |
| 18942              | 03/11/2019      | Open   |             |   | Accounts Payable | Willowbrook Ford Inc.         | \$100.00              |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 6293056         |        | 02/25/2019  | warranty repair 15-01                             |                  | \$100.00                      |                       |                      |            |
| 18943              | 03/11/2019      | Open   |             |   | Accounts Payable | Chicago Stockyard Kilty Band  | \$600.00              |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 19-03-04 CSKB   |        | 03/04/2019  | 3/9/19 performance                                |                  | \$600.00                      |                       |                      |            |
| 18944              | 03/11/2019      | Open   |             |   | Accounts Payable | Galica, Joseph                | \$300.00              |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 19-03-04 JG     |        | 03/04/2019  | 3/9/19 horses and carriage                        |                  | \$300.00                      |                       |                      |            |
| 18945              | 03/11/2019      | Open   |             |   | Accounts Payable | Hughes Academy of Irish Dance | \$100.00              |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 19-03-04 KH     |        | 03/04/2019  | 3/9/19 performance                                |                  | \$100.00                      |                       |                      |            |
| 18946              | 03/11/2019      | Open   |             |   | Accounts Payable | Paccar Financial Corp         | \$44,720.74           |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 6903090#1       |        | 02/26/2019  | 100-652-190-00006903090 2018 Peterbilt #1         |                  | \$44,720.74                   |                       |                      |            |
| 18947              | 03/11/2019      | Open   |             |   | Accounts Payable | Paccar Financial Corp         | \$39,698.10           |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 2018#2          |        | 02/26/2019  | 100-652-190-00006809925 2017 Peterbilt#2          |                  | \$39,698.10                   |                       |                      |            |
| 18948              | 03/11/2019      | Open   |             |   | Accounts Payable | Ryan, Daniel, J               | \$600.00              |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 19-03-04 DJR    |        | 03/05/2019  | 3/9/19 performance                                |                  | \$600.00                      |                       |                      |            |
| 18949              | 03/11/2019      | Open   |             |   | Accounts Payable | ACOA Ltd.                     | \$1,000.00            |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 2015-00000906   |        | 03/04/2019  | Clean Up Bond Refund-15947 127th St. F            |                  | \$1,000.00                    |                       |                      |            |
| 18950              | 03/11/2019      | Open   |             |   | Accounts Payable | Crest & Son Cement            | \$275.00              |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 18-848-853, 865 |        | 03/04/2019  | Refund of Overcharge for permits in Ashbury Woods |                  | \$275.00                      |                       |                      |            |
| 18951              | 03/11/2019      | Open   |             |   | Accounts Payable | McGrath, Kelly                | \$1,000.00            |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 2018-00000042   |        | 02/25/2019  | refund Clean Up deposit                           |                  | \$1,000.00                    |                       |                      |            |
| 18952              | 03/11/2019      | Open   |             |   | Accounts Payable | Shorlan Group                 | \$1,000.00            |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 2018-00000189   |        | 02/28/2019  | refund clean up deposit - 7 E Custer St           |                  | \$1,000.00                    |                       |                      |            |
| 18953              | 03/11/2019      | Open   |             |   | Accounts Payable | Tranquility Builders          | \$1,000.00            |                      |            |
|                    | Invoice         |        | Date        | Description                                       |                  | Amount                        |                       |                      |            |
|                    | 2018-00000995   |        | 02/21/2019  | refund clean up deposit - 1030 Hillview Dr        |                  | \$1,000.00                    |                       |                      |            |
| Type Check Totals: |                 |        |             |   |                  |                               |                       |                      |            |
|                    |                 |        |             |   |                  |                               | 60 Transactions       | \$227,312.59         |            |

# Payment Register

From Payment Date: 2/26/2019 - To Payment Date: 3/11/2019

| Number | Date         | Status | Void Reason | Reconciled/<br>Voided Date          | Source           | Payee Name                         | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|--------------|--------|-------------|-------------------------------------|------------------|------------------------------------|-----------------------|----------------------|------------|
| EFT    |              |        |             |                                     |                  |                                    |                       |                      |            |
| 461    | 02/26/2019   | Open   |             |                                     | Accounts Payable | Illinois Municipal Retirement Fund | \$43,234.84           |                      |            |
|        | Invoice      |        | Date        | Description                         |                  | Amount                             |                       |                      |            |
|        | 12597        |        | 02/26/2019  | Feb 2019 contributions              |                  | \$43,234.84                        |                       |                      |            |
| 462    | 03/11/2019   | Open   |             |                                     | Accounts Payable | Lemont Area Chamber of Commerce    | \$2,500.00            |                      |            |
|        | Invoice      |        | Date        | Description                         |                  | Amount                             |                       |                      |            |
|        | 11324        |        | 02/18/2019  | Mar 2019 services - Final           |                  | \$2,500.00                         |                       |                      |            |
| 463    | 03/11/2019   | Open   |             |                                     | Accounts Payable | Neopost #6083457                   | \$2,000.00            |                      |            |
|        | Invoice      |        | Date        | Description                         |                  | Amount                             |                       |                      |            |
|        | 19-03-01     |        | 03/01/2019  | via ACH - POC # 6083457             |                  | \$2,000.00                         |                       |                      |            |
| 464    | 03/11/2019   | Open   |             |                                     | Accounts Payable | PCM/TigerDirect Business           | \$6,873.24            |                      |            |
|        | Invoice      |        | Date        | Description                         |                  | Amount                             |                       |                      |            |
|        | B11025150101 |        | 01/28/2019  | COMPUTER EQUIPEMENT                 |                  | \$1,437.73                         |                       |                      |            |
|        | B11075980101 |        | 02/26/2019  | 35 licenses                         |                  | \$3,045.70                         |                       |                      |            |
|        | B11182320101 |        | 02/20/2019  | monitor                             |                  | \$117.55                           |                       |                      |            |
|        | B11145840101 |        | 02/13/2019  | elitebook                           |                  | \$1,907.26                         |                       |                      |            |
|        | B11390770101 |        | 02/26/2019  | scanner                             |                  | \$365.00                           |                       |                      |            |
| 465    | 03/11/2019   | Open   |             |                                     | Accounts Payable | Tate, Jamie, M                     | \$829.00              |                      |            |
|        | Invoice      |        | Date        | Description                         |                  | Amount                             |                       |                      |            |
|        | 19-04        |        | 03/05/2019  | 02/18/19-03/03/19 planning services |                  | \$829.00                           |                       |                      |            |

Type EFT Totals:  
FM-Clearing - Accounts Payable Totals

5 Transactions \$55,437.08

| Checks | Status     | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
|        | Open       | 60    | \$227,312.59       | \$0.00            |
|        | Reconciled | 0     | \$0.00             | \$0.00            |
|        | Voided     | 0     | \$0.00             | \$0.00            |
|        | Stopped    | 0     | \$0.00             | \$0.00            |
|        | Total      | 60    | \$227,312.59       | \$0.00            |

| EFTs | Status     | Count | Transaction Amount | Reconciled Amount |
|------|------------|-------|--------------------|-------------------|
|      | Open       | 5     | \$55,437.08        | \$0.00            |
|      | Reconciled | 0     | \$0.00             | \$0.00            |
|      | Voided     | 0     | \$0.00             | \$0.00            |
|      | Total      | 5     | \$55,437.08        | \$0.00            |

| All | Status     | Count | Transaction Amount | Reconciled Amount |
|-----|------------|-------|--------------------|-------------------|
|     | Open       | 65    | \$282,749.67       | \$0.00            |
|     | Reconciled | 0     | \$0.00             | \$0.00            |
|     | Voided     | 0     | \$0.00             | \$0.00            |
|     | Stopped    | 0     | \$0.00             | \$0.00            |

# Payment Register

From Payment Date: 2/26/2019 - To Payment Date: 3/11/2019

| Number               | Date | Status | Void Reason | Reconciled/<br>Voided Date | Source       | Payee Name                | Transaction<br>Amount    | Reconciled<br>Amount | Difference |
|----------------------|------|--------|-------------|----------------------------|--------------|---------------------------|--------------------------|----------------------|------------|
| <b>Grand Totals:</b> |      |        |             |                            | Total        |                           | 65                       | \$282,749.67         | \$0.00     |
| <b>Checks</b>        |      |        |             | <b>Status</b>              | <b>Count</b> | <b>Transaction Amount</b> | <b>Reconciled Amount</b> |                      |            |
|                      |      |        |             | Open                       | 60           | \$227,312.59              | \$0.00                   |                      |            |
|                      |      |        |             | Reconciled                 | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | Voided                     | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | Stopped                    | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | <b>Total</b>               | <b>60</b>    | <b>\$227,312.59</b>       | <b>\$0.00</b>            |                      |            |
| <b>EFTs</b>          |      |        |             | <b>Status</b>              | <b>Count</b> | <b>Transaction Amount</b> | <b>Reconciled Amount</b> |                      |            |
|                      |      |        |             | Open                       | 5            | \$55,437.08               | \$0.00                   |                      |            |
|                      |      |        |             | Reconciled                 | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | Voided                     | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | <b>Total</b>               | <b>5</b>     | <b>\$55,437.08</b>        | <b>\$0.00</b>            |                      |            |
| <b>All</b>           |      |        |             | <b>Status</b>              | <b>Count</b> | <b>Transaction Amount</b> | <b>Reconciled Amount</b> |                      |            |
|                      |      |        |             | Open                       | 65           | \$282,749.67              | \$0.00                   |                      |            |
|                      |      |        |             | Reconciled                 | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | Voided                     | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | Stopped                    | 0            | \$0.00                    | \$0.00                   |                      |            |
|                      |      |        |             | <b>Total</b>               | <b>65</b>    | <b>\$282,749.67</b>       | <b>\$0.00</b>            |                      |            |

TO: Mayor and Village Board

FROM: Chris Smith, Finance Director

THROUGH: George Schafer, Village Administrator

SUBJECT: Public Hearing on the FY20 Proposed Annual Operating Budget

DATE: March 11, 2019

### **SUMMARY/BACKGROUND**

Pursuant to State Statute (65 ILCS 5/8-2-9.9), a public hearing on the Village's FY20 Proposed Annual Operating Budget must be held, and notice given, prior to passage of the budget by the Village Board. Staff is recommended two public hearings, one on March 11, 2019 and another one on March 25, 2019, to give the public multiple opportunities to present oral and written comments regarding the budget. The attached public notice was published in the Daily Southtown on Friday March 1, 2019.

The FY20 Proposed Annual Operating Budget and the FY21-FY25 Capital Improvement Plan is on-line on the Village's website [www.lemont.il.us](http://www.lemont.il.us).

The Village Board will be reviewing the proposed budget on March 18<sup>th</sup> and April 15<sup>th</sup> with adoption on April 22, 2019.

### **ATTACHMENTS**

#### **1. Public Hearing Notice**

**NOTICE OF PUBLIC HEARING**

**PUBLIC NOTICE** is hereby given to all persons interested that the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County will hold a public hearing on March 11, 2019 at 6:30 pm in the Village Board Room of the Lemont Village Hall, 418 Main Street, Lemont, IL. The hearing will be held to consider the proposed Village of Lemont Annual Budget for the 2019-20 fiscal year which begins May 1, 2019. All interested citizens of the Village of Lemont are invited to attend. The following budget is proposed for fiscal year 2019-20:

**Proposed Annual Budget for the 2019-20 Fiscal Year**

**\$24,100,000**

The proposed budget may be examined at the Lemont Village Hall on weekdays during normal business hours of 8:30 am to 5:00 pm at the Finance Department and on the village's website [www.lemont.il.us](http://www.lemont.il.us).

All interested citizens will have the opportunity to give written and oral comments.

By: Is/Charlene M. Smollen Title:  
Village Clerk

3/1/2019 6164053



TO: Mayor and Village Board  
FROM: George J. Schafer, Village Administrator

SUBJECT: A Resolution in Support of Capital Bill – Metra Rail

DATE: March 6, 2019

**SUMMARY/ BACKGROUND**

Representatives from Metra Rail, one of the Village’s key intergovernmental partners has asked the Village Board to approve a resolution in support of the State Legislature to pass a capital bill to fund transportation and infrastructure projects. The State of Illinois has not had a formal Capital Bill since FY 2010. While a capital bill will provide funding for all modes of transportation related projects, a capital bill is especially important for Metra due to its impact on the region, the change in its economic model and its overall age of fleet and other infrastructure. If approved, Metra officials will include the Village’s resolution in its efforts to gain support for a fully funded capital in Springfield this session.

**RECOMMENDATION**

Staff recommends approval of the resolution.

**ATTACHMENTS**

1. Resolution

**SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Motion to Approve Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION IN SUPPORT OF A CAPITAL BILL**

**WHEREAS**, the Village of Lemont (“Village”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

**WHEREAS**, the State of Illinois has a critical need of a Capital Bill to fund transportation and infrastructure projects; and

**WHEREAS**, the State of Illinois has not had a Capital Bill since the FY 2010 Illinois Jobs Now! Capital Bill; and

**WHEREAS**, Metra operates 686 revenue trains every weekday on 11 lines through the six-county area, has 242 stations, nearly 500 route miles, and nearly 1,200 track miles; and

**WHEREAS**, Metra provides nearly 290,000 passenger trips each weekday; and 75.9 million trips projected annually; and

**WHEREAS**, Metra benefits citizens of Illinois by removing millions of automobile trips from arterial roads and expressways, thus reducing congestion and maintenance costs of the existing roadways and eliminating the need for the construction and maintenance of up to 27 additional expressway lanes and arterial roads; and

**WHEREAS**, Metra’s economic model determined 40 years ago is no longer sustainable due to decline in sales tax growth as a result of changing macroeconomics factors, budget cuts, the burden of funding increasing ADA transportation costs and largely unfunded federal mandates; and

**WHEREAS**, Metra has the oldest fleet and more than 800 bridges, over half of which are 100 or more years old resulting in a minimum need of \$5 billion over the next five to seven years to buy new passenger cars; improve, rehabilitate or replace stations, adding warming shelters, locomotives and bridges; and to provide service enhancements on various existing Metra lines; and

**WHEREAS**, transit agencies have stressed to the General Assembly that funding is needed to keep their existing system in the State of Good Repair; and

**WHEREAS**, a significant way to relieve the financial needs of transit agencies and ensure that the transit system in the State of Illinois does not deteriorate further, a fully-funded capital bill dedicated to annual transportation funding is needed.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties supports requesting the Governor of Illinois and the General Assembly work together to dedicate funding for a transportation capital bill in FY 2019-20.

**AND, BE IT FURTHER RESOLVED** that the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties will support efforts of the Governor of Illinois and the General Assembly to approve a transportation capital bill.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS on this 11th day of March, 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

|                        | AYES: | NAYS: | ABSENT: | ABSTAIN |
|------------------------|-------|-------|---------|---------|
| <b>Debby Blatzer</b>   | _____ | _____ | _____   | _____   |
| <b>Ryan Kwasneski</b>  | _____ | _____ | _____   | _____   |
| <b>Dave Maher</b>      | _____ | _____ | _____   | _____   |
| <b>Ken McClafferty</b> | _____ | _____ | _____   | _____   |
| <b>Rick Sniegowski</b> | _____ | _____ | _____   | _____   |
| <b>Ron Stapleton</b>   | _____ | _____ | _____   | _____   |

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**JOHN EGOFKSE**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**

TO: Village Board  
FROM: Ralph Pukula, Public Works Director  
THROUGH:  
SUBJECT: Resolution Authorizing the Purchase of One (1) 2019 Ford F250 Pickup Truck  
DATE: March 11, 2019

### **SUMMARY/ BACKGROUND**

Purchase One (1) 2019 Ford F250 Pickup Truck using pricing given by Willowbrook Ford, Inc. of \$31,958.00. The quote is \$425.00 lower than the Northwest Municipal Conference Suburban Purchasing Cooperative bid price. This vehicle is a replacement vehicle, not an additional vehicle added to the fleet.

### **ANALYSIS**

#### ***Consistency with Village Policy***

*2014 Strategic Plan.* This is consistent with 2014 Strategic Initiatives using departmental resources to obtain the best cost. Public Works Department was able to obtain pricing for the 2019 Ford F250 truck from the dealer using a quote that is lower than the NWMC Suburban Purchasing Cooperative Contract.

*Lemont 2030 Comprehensive Plan.*

*5-Year Capital Improvement Plan (if applicable).* The Purchase of this vehicle was part of the 5 year capital improvement plan

*Budget (if applicable).* The purchase of the vehicle was included in the FY2019 budget.

*Procurement Policy (if applicable).*

### **STAFF RECOMMENDATION**

Staff recommends the Village Board approve the purchase of One (1) 2019 Ford F250 Pickup truck for \$31,958.00

### **BOARD ACTION REQUESTED**

Motion to Waive Bidding Requirements and Approve Resolution authorizing the purchase of One (1) 2019 Ford F250 Pickup Truck.

### **ATTACHMENTS**

- Exhibit A – Willowbrook Ford customer proposal.



**VILLAGE OF LEMONT**

**RESOLUTION NO. \_\_\_\_\_**

**PURCHASE OF 2019 FORD F250 PICKUP TRUCK**

**ADOPTED BY THE PRESIDENT  
AND BOARD OF TRUSTEES OF THE  
VILLAGE OF LEMONT  
THIS 11<sup>th</sup> DAY OF MARCH 2019**

**Published in pamphlet form  
by authority of the  
President and Board of  
Trustees of the Village of  
Lemont, Cook, Will and DuPage  
Counties, Illinois on this 11<sup>th</sup> day of  
March 2019**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE PURCHASE OF A 2019 FORD F250 PICKUP TRUCK**

**WHEREAS**, it has become necessary for the Village of Lemont (“Village”) to purchase a 2019 Ford F250 Pickup Truck with certain specifications; and

**WHEREAS**, Village staff obtained a quote from Willowbrook Ford Inc., that is lower than the quote already obtained by the Northwest Municipal Purchasing Cooperative; and

**WHEREAS**, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village (“Village Board”), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for the competitive bidding; and

**WHEREAS**, upon receipt and review of the quote submitted, the President and Village Board have determined that it is advisable, necessary and in the best interests of the Village to waive the formal necessities of competitive bidding and accept the quote submitted by Willowbrook Ford Inc., for the purchase of a 2019 Ford F250 Pickup Truck with certain specifications, a copy of which is attached hereto as Exhibit A, at a price not to exceed \$31,958.00; and

**NOW THEREFORE, BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Lemont as follows:

**SECTION ONE:** Incorporation Recitals. The foregoing findings and recitals are hereby adopted as Section One of this Resolution and are incorporated by reference as if set forth verbatim herein.

**SECTION TWO:** Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable to the purchase of a 2019 Ford F250 Pickup Truck with certain specifications and accepts the quote submitted by Willowbrook Ford Inc., at a price not to exceed \$31,958.00.

**SECTION THREE:** The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to purchase the 2019 Ford F250 Pickup Truck with certain specifications in accordance with the quote submitted by Willowbrook Ford Inc., and to otherwise carry out this Resolution.

**SECTION FOUR:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 11<sup>th</sup> day of March 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

|                        | AYES: | NAYS: | ABSENT: | ABSTAIN |
|------------------------|-------|-------|---------|---------|
| <b>Debby Blatzer</b>   | _____ | _____ | _____   | _____   |
| <b>Ryan Kwasneski</b>  | _____ | _____ | _____   | _____   |
| <b>Dave Maher</b>      | _____ | _____ | _____   | _____   |
| <b>Ken McClafferty</b> | _____ | _____ | _____   | _____   |
| <b>Rick Sniegowski</b> | _____ | _____ | _____   | _____   |
| <b>Ron Stapleton</b>   | _____ | _____ | _____   | _____   |

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**JOHN EGOFSKE**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**

**Exhibit A**  
**Willowbrook Ford Inc., Customer Proposal**





Willowbrook Ford, Inc.  
7301 S Kingery Hwy, Willowbrook, Illinois, 605275581  
Office: 630-986-5000

## Customer Proposal

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**Prepared for:**

Mr. Randy Earnest  
Village of Lemont

**Prepared by:**

Garrick Mackiney  
Office: 312-221-2906  
Email: garrick.fleet@gmail.com

**Date:** 02/26/2019

**Vehicle:** 2019 F-250 XL  
4x4 SD Super Cab 6.75' box 148" WB SRW

**Quote ID:** 1219





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**Mr. Randy Earnest**  
Village of Lemont

*Re: Vehicle Proposal*

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Dear Mr. Earnest,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**Garrick Mackiney**  
Commercial Business Manager  
312-221-2906  
garrick.fleet@gmail.com



Willowbrook Ford, Inc.  
7301 S Kingery Hwy, Willowbrook, Illinois,  
605275581  
Office: 630-986-5000

**2019 F-250, SD Super Cab**  
4x4 SD Super Cab 6.75' box 148" WB SRW  
XL(X2B)  
Price Level: 950 Quote ID: 1219

## Table of Contents

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## Selected Equipment & Specs

### Dimensions

- \* Exterior length: 238.2"
- \* Exterior width: 80.0"
- \* Wheelbase: 148.0"
- \* Rear track: 67.2"
- \* Min ground clearance: 8.2"
- \* Rear legroom: 33.5"
- \* Rear headroom: 40.3"
- \* Rear hiproom: 64.7"
- \* Rear shoulder room: 65.8"
- \* Approach angle: 17.9 deg
- \* Cargo volume: 31.6cu.ft.
- \* Box length: 81.9"
- \* Cab to axle: 39.9"
- \* Exterior height: 81.5"
- \* Front track: 68.3"
- \* Turning radius: 24.8'
- \* Front legroom: 43.9"
- \* Front headroom: 40.8"
- \* Front hiproom: 62.5"
- \* Front shoulder room: 66.7"
- \* Passenger volume: 116.0cu.ft.
- \* Departure angle: 22.3 deg
- \* Maximum cargo volume: 31.6cu.ft.

### Powertrain

- \* 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI federal
- \* Part-time
- \* Fuel Economy Highway: N/A
- \* Recommended fuel : regular unleaded
- \* TorqShift-G 6 speed automatic transmission with overdrive
- \* Fuel Economy Cty: N/A

### Suspension/Handling

- \* Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- \* Firm ride Suspension
- \* Front and rear 17 x 7.5 argent steel wheels
- \* Rear rigid axle leaf spring suspension with HD shocks
- \* Hydraulic power-assist re-circulating ball Steering
- \* LT245/75SR17 EBSW AT front and rear tires

### Body Exterior

- \* 4 doors
- \* Reverse opening right rear passenger
- \* Turn signal indicator in mirrors
- \* Chrome bumpers
- \* Class V trailer hitch with with brake controller and trailer sway control
- \* Bed-rail protectors
- \* Easy lower tailgate
- \* Box style: regular
- \* Front and rear 17 x 7.5 wheels
- \* Reverse opening left rear passenger
- \* Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- \* Black door mirrors
- \* Running boards
- \* Retractable rear step
- \* Easy lift tailgate
- \* Trailer harness
- \* Clearcoat paint
- \* 2 front tow hook(s)

### Convenience

- \* Manual air conditioning with air filter
- \* Power windows
- \* Driver and passenger 1-touch down
- \* Extra FOB controls PowerCode remote engine start
- \* Manual telescopic steering wheel
- \* 911 Assist emergency SOS
- \* AppLink smart device integration
- \* Front cupholders
- \* Full overhead console
- \* Cruise control with steering wheel controls
- \* Driver and passenger 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry
- \* Manual tilt steering wheel
- \* Day-night rearview mirror
- \* Wireless phone connectivity
- \* 2 1st row LCD monitors
- \* Passenger visor mirror
- \* Driver and passenger door bins

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

- \* Rear door bins

- \* Upfitter switches

### Seats and Trim

- \* Seating capacity of 6
- \* 4-way driver seat adjustment
- \* 4-way passenger seat adjustment
- \* 60-40 folding rear split-bench seat

- \* Front 40-20-40 split-bench seat
- \* Manual driver lumbar support
- \* Centre front armrest with storage

### Entertainment Features

- \* AM/FM stereo radio
- \* Steering wheel mounted radio controls
- \* Streaming audio

- \* SYNC external memory control
- \* 4 speakers
- \* Fixed antenna

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* Light tinted windows
- \* Tachometer
- \* Compass
- \* Camera(s) - rear
- \* Low tire pressure warning
- \* Trip odometer

- \* Delay-off headlights
- \* Variable intermittent front windshield wipers
- \* Front reading lights
- \* Oil pressure gauge
- \* Outside temperature display
- \* Camera - cargo bed
- \* Trip computer

### Safety and Security

- \* 4-wheel ABS brakes
- \* 4-wheel disc brakes
- \* ABS and driveline traction control
- \* Dual seat mounted side impact airbag supplemental restraint system
- \* Remote activated perimeter/approach lighting
- \* Security system with SecuriLock immobilizer
- \* Manually adjustable front head restraints

- \* Brake assist with hill hold control
- \* Electronic stability control
- \* Dual front impact airbag supplemental restraint system with passenger cancel
- \* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode
- \* 3 manually adjustable rear head restraints

### Dimensions

#### General Weights

|         |            |      |             |
|---------|------------|------|-------------|
| Curb    | 6,499 lbs. | GVWR | 10,000 lbs. |
| Payload | 3,570 lbs. |      |             |

#### Front Weights

|                           |            |                     |            |
|---------------------------|------------|---------------------|------------|
| Front GAWR                | 5,600 lbs. | Front curb weight   | 3,757 lbs. |
| Front axle capacity       | 6,000 lbs. | Front spring rating | 5,600 lbs. |
| Front tire/wheel capacity | 6,390 lbs. |                     |            |

#### Rear Weights

|                          |            |                    |            |
|--------------------------|------------|--------------------|------------|
| Rear GAWR                | 6,340 lbs. | Rear curb weight   | 2,742 lbs. |
| Rear axle capacity       | 6,200 lbs. | Rear spring rating | 6,340 lbs. |
| Rear tire/wheel capacity | 6,390 lbs. |                    |            |

#### Trailer Type

|       |         |         |     |
|-------|---------|---------|-----|
| Type  | Regular | Harness | Yes |
| Class | V       | Hitch   | Yes |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

|                           |             |                           |             |
|---------------------------|-------------|---------------------------|-------------|
| Brake controller          | Yes         | Trailer sway control      | Yes         |
| <i>General Trailing</i>   |             |                           |             |
| 5th-wheel towing capacity | 12600 lbs.  | Gooseneck towing capacity | 12600 lbs.  |
| Towing capacity           | 12600 lbs.  | GCWR                      | 19500 lbs.  |
| <i>Fuel Tank type</i>     |             |                           |             |
| Capacity                  | 34 gal.     |                           |             |
| <i>Off Road</i>           |             |                           |             |
| Approach angle            | 18 deg      | Departure angle           | 22 deg      |
| Ramp breakover angle      | 24 deg      | Min ground clearance      | 8"          |
| Load floor height         | 38"         |                           |             |
| <i>Exterior cargo</i>     |             |                           |             |
| Length                    | 81.9"       | Minimum width             | 50.5"       |
| Volume                    | 65.4 cu.ft. | Pickup box depth          | 21.1"       |
| Maximum width             | 66.9"       | Tailgate width            | 60.5"       |
| <i>Interior cargo</i>     |             |                           |             |
| Cargo volume              | 31.6 cu.ft. | Maximum cargo volume      | 31.6 cu.ft. |

### Powertrain

|                                 |                        |                    |                    |
|---------------------------------|------------------------|--------------------|--------------------|
| <i>Engine Type</i>              |                        |                    |                    |
| Block material                  | Iron                   | Cylinders          | V-8                |
| Head material                   | Aluminum               | Ignition           | Spark              |
| Injection                       | Sequential MPI         | Liters             | 6.2L               |
| Orientation                     | Longitudinal           | Recommended fuel   | Regular unleaded   |
| Valves per cylinder             | 2                      | Valvetrain         | SOHC               |
| Variable valve control          | Yes                    |                    |                    |
| <i>Engine Spec</i>              |                        |                    |                    |
| Bore                            | 4.02"                  | Compression ratio  | 9.8:1              |
| Displacement                    | 379 cu.in.             | Stroke             | 3.74"              |
| <i>Engine Power</i>             |                        |                    |                    |
| SAEJ1349 AUG2004 compliant      | Yes                    | Output             | 385 HP @ 5,750 RPM |
| Torque                          | 430 ft.-lb @ 3,800 RPM |                    |                    |
| <i>Alternator</i>               |                        |                    |                    |
| Type                            | HD                     | Amps               | 200                |
| <i>Battery</i>                  |                        |                    |                    |
| Amp hours                       | 72                     | Cold cranking amps | 650                |
| Run down protection             | Yes                    |                    |                    |
| <i>Transmission</i>             |                        |                    |                    |
| Electronic control              | Yes                    | Lock-up            | Yes                |
| Overdrive                       | Yes                    | Speed              | 6                  |
| Type                            | Automatic              |                    |                    |
| <i>Transmission Gear Ratios</i> |                        |                    |                    |
| 1st                             | 4.17                   | 2nd                | 2.34               |
| 3rd                             | 1.52                   | 4th                | 1.14               |
| 5th                             | 0.87                   | 6th                | 0.69               |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

|                                      |                           |                              |                                  |
|--------------------------------------|---------------------------|------------------------------|----------------------------------|
| Reverse Gear ratios                  | 3.4                       |                              |                                  |
| <i>Transmission Torque Converter</i> |                           |                              |                                  |
| Stall ratio                          | 2.01                      |                              |                                  |
| <i>Transmission Extras</i>           |                           |                              |                                  |
| Driver selectable mode               | Yes                       | Sequential shift control     | SelectShift                      |
| Oil cooler                           | Regular duty              |                              |                                  |
| <i>Drive Type</i>                    |                           |                              |                                  |
| 4wd type                             | Part-time                 | Type                         | Four-wheel                       |
| <i>Drive Feature</i>                 |                           |                              |                                  |
| Traction control                     | ABS and driveline         | Locking hub control          | Manual                           |
| Transfer case shift                  | Manual                    | Rear locking differential    | Driver selectable                |
| <i>Drive Axle</i>                    |                           |                              |                                  |
| Ratio                                | 3.73                      |                              |                                  |
| <i>Exhaust</i>                       |                           |                              |                                  |
| Material                             | Stainless steel           | System type                  | Single                           |
| <i>Emissions</i>                     |                           |                              |                                  |
| CARB                                 | Federal                   |                              |                                  |
| <i>Fuel Economy</i>                  |                           |                              |                                  |
| Fuel type                            | Gasoline                  |                              |                                  |
| <i>Fuel Economy (Alternate 1)</i>    |                           |                              |                                  |
| Fuel type                            | E85                       |                              |                                  |
| <i>Acceleration</i>                  |                           |                              |                                  |
| 0-60 mph (s)                         | 6.73                      |                              |                                  |
| <i>1/4 Mile</i>                      |                           |                              |                                  |
| Seconds                              | 15.2                      | Speed                        | 91 mph                           |
| <i>Skid Pad</i>                      |                           |                              |                                  |
| Lateral acceleration (g)             | 0.6                       |                              |                                  |
| <i>Slalom</i>                        |                           |                              |                                  |
| Speed                                | 51 mph                    |                              |                                  |
| <b>Driveability</b>                  |                           |                              |                                  |
| <i>Brakes</i>                        |                           |                              |                                  |
| ABS                                  | 4-wheel                   | ABS channels                 | 4                                |
| Type                                 | 4-wheel disc              | Vented discs                 | Front and rear                   |
| <i>Brake Assistance</i>              |                           |                              |                                  |
| Brake assist                         | Yes                       | Hill hold control            | Yes                              |
| <i>Suspension Control</i>            |                           |                              |                                  |
| Ride                                 | Firm                      | Electronic stability control | Stability control with anti-roll |
| <i>Front Suspension</i>              |                           |                              |                                  |
| Independence                         | Mono-beam non-independent | Anti-roll bar                | Regular                          |

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## Selected Equipment & Specs (cont'd)

|                        |                        |       |                     |
|------------------------|------------------------|-------|---------------------|
| <i>Front Spring</i>    |                        |       |                     |
| Type                   | Coil                   | Grade | HD                  |
| <i>Front Shocks</i>    |                        |       |                     |
| Type                   | HD                     |       |                     |
| <i>Rear Suspension</i> |                        |       |                     |
| Independence           | Rigid axle             | Type  | Leaf                |
| <i>Rear Spring</i>     |                        |       |                     |
| Type                   | Leaf                   | Grade | HD                  |
| <i>Rear Shocks</i>     |                        |       |                     |
| Type                   | HD                     |       |                     |
| <i>Steering</i>        |                        |       |                     |
| Activation             | Hydraulic power-assist | Type  | Re-circulating ball |
| <i>Steering Specs</i>  |                        |       |                     |
| # of wheels            | 2                      |       |                     |

### Exterior

|                              |                       |                |           |
|------------------------------|-----------------------|----------------|-----------|
| <i>Front Wheels</i>          |                       |                |           |
| Diameter                     | 17"                   | Width          | 7.50"     |
| <i>Rear Wheels</i>           |                       |                |           |
| Diameter                     | 17"                   | Width          | 7.50"     |
| <i>Spare Wheels</i>          |                       |                |           |
| Wheel material               | Steel                 |                |           |
| <i>Front and Rear Wheels</i> |                       |                |           |
| Appearance                   | Argent                | Material       | Steel     |
| Covers                       | Hub                   |                |           |
| <i>Front Tires</i>           |                       |                |           |
| Aspect                       | 75                    | Diameter       | 17"       |
| Sidewalls                    | BSW                   | Speed          | S         |
| Tread                        | AT                    | Type           | LT        |
| Width                        | 245mm                 | LT load rating | E         |
| RPM                          | 645                   |                |           |
| <i>Rear Tires</i>            |                       |                |           |
| Aspect                       | 75                    | Diameter       | 17"       |
| Sidewalls                    | BSW                   | Speed          | S         |
| Tread                        | AT                    | Type           | LT        |
| Width                        | 245mm                 | LT load rating | E         |
| RPM                          | 645                   |                |           |
| <i>Spare Tire</i>            |                       |                |           |
| Mount                        | Underbody w/crankdown | Type           | Full-size |
| <i>Wheels</i>                |                       |                |           |
| Front track                  | 68.3"                 | Rear track     | 67.2"     |
| Turning radius               | 24.8'                 | Wheelbase      | 148.0"    |

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## Selected Equipment & Specs (cont'd)

### Body Features

|                             |          |                   |     |
|-----------------------------|----------|-------------------|-----|
| Front license plate bracket | Yes      | Running boards    | Yes |
| Body material               | Aluminum | Side impact beams | Yes |
| Front tow hook(s)           | 2        |                   |     |

### Body Doors

|                      |                 |                     |                 |
|----------------------|-----------------|---------------------|-----------------|
| Door count           | 4               | Left rear passenger | Reverse opening |
| Right rear passenger | Reverse opening | Rear cargo          | Tailgate        |

### Pickup

|                       |          |                     |         |
|-----------------------|----------|---------------------|---------|
| Bed liner             | Spray-in | Box style           | Regular |
| Retractable rear step | Yes      | Bed-rail protectors | Yes     |
| Easy lift tailgate    | Yes      | Easy lower tailgate | Yes     |

### Exterior Dimensions

|                            |            |                             |         |
|----------------------------|------------|-----------------------------|---------|
| Length                     | 238.2"     | Body width                  | 80.0"   |
| Body height                | 81.5"      | Cab to axle                 | 39.9"   |
| Frame section modulus      | 10.7cu.in. | Frame yield strength (psi)  | 50000.0 |
| Front bumper to Front axle | 38.2"      | Front bumper to back of cab | 146.3"  |

### Safety

#### Airbags

|   |              |                        |              |
|---|--------------|------------------------|--------------|
| Driver front-impact                                   | Yes          | Driver side-impact     | Seat mounted |
| Overhead Safety Canopy System curtain 1st and 2nd row |              | Passenger front-impact | Cancellable  |
| Passenger side-impact                                 | Seat mounted |                        |              |

#### Seatbelt

|                     |     |                   |       |
|---------------------|-----|-------------------|-------|
| Rear centre 3 point | Yes | Height adjustable | Front |
|---------------------|-----|-------------------|-------|

#### Security

|                         |            |             |     |
|-------------------------|------------|-------------|-----|
| Immobilizer             | SecuriLock | Panic alarm | Yes |
| Restricted driving mode | MyKey      |             |     |

### Seating

#### Passenger Capacity

|          |   |  |  |
|----------|---|--|--|
| Capacity | 6 |  |  |
|----------|---|--|--|

#### Front Seats

|       |          |      |             |
|-------|----------|------|-------------|
| Split | 40-20-40 | Type | Split-bench |
|-------|----------|------|-------------|

#### Driver Seat

|                       |        |                |        |
|-----------------------|--------|----------------|--------|
| Fore/aft              | Manual | Reclining      | Manual |
| Way direction control | 4      | Lumbar support | Manual |

#### Passenger seat

|                       |        |           |        |
|-----------------------|--------|-----------|--------|
| Fore/aft              | Manual | Reclining | Manual |
| Way direction control | 4      |           |        |

#### Front Head Restraint

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
|---------|--------|------|------------|

#### Front Armrest

|        |     |         |     |
|--------|-----|---------|-----|
| Centre | Yes | Storage | Yes |
|--------|-----|---------|-----|

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## Selected Equipment & Specs (cont'd)

### Rear Seats

|            |             |                  |                 |
|------------|-------------|------------------|-----------------|
| Descriptor | Split-bench | Facing           | Front           |
| Folding    | 60-40       | Folding position | Fold-up cushion |
| Type       | Fixed       |                  |                 |

### Rear Head Restraints

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
| Number  | 3      |      |            |

### Front Seat Trim

|          |       |               |       |
|----------|-------|---------------|-------|
| Material | Vinyl | Back material | Vinyl |
|----------|-------|---------------|-------|

### Rear Seat Trim Group

|          |       |               |        |
|----------|-------|---------------|--------|
| Material | Vinyl | Back material | Carpet |
|----------|-------|---------------|--------|

## Convenience

### AC And Heat Type

|                  |        |            |     |
|------------------|--------|------------|-----|
| Air conditioning | Manual | Air filter | Yes |
| Underseat ducts  | Yes    |            |     |

### Audio System

|           |              |                         |         |
|-----------|--------------|-------------------------|---------|
| Radio     | AM/FM stereo | Radio grade             | Regular |
| Seek-scan | Yes          | External memory control | SYNC    |

### Audio Speakers

|              |         |          |   |
|--------------|---------|----------|---|
| Speaker type | Regular | Speakers | 4 |
|--------------|---------|----------|---|

### Audio Controls

|                         |               |                  |     |
|-------------------------|---------------|------------------|-----|
| Steering wheel controls | Yes           | Voice activation | Yes |
| Streaming audio         | Bluetooth yes |                  |     |

### Audio Antenna

|      |       |
|------|-------|
| Type | Fixed |
|------|-------|

### LCD Monitors

|         |   |                               |     |
|---------|---|-------------------------------|-----|
| 1st row | 2 | Primary monitor size (inches) | 4.2 |
|---------|---|-------------------------------|-----|

### Cruise Control

|                |                              |
|----------------|------------------------------|
| Cruise control | With steering wheel controls |
|----------------|------------------------------|

### Convenience Features

|                          |            |                             |           |
|--------------------------|------------|-----------------------------|-----------|
| Retained accessory power | Yes        | 12V DC power outlet         | 2         |
| Emergency SOS            | 911 Assist | Wireless phone connectivity | Bluetooth |
| AC power outlet          | 1          | Smart device integration    | App link  |
| Upfitter switches        | Yes        |                             |           |

### Door Lock Activation

|                       |                           |        |                      |
|-----------------------|---------------------------|--------|----------------------|
| Type                  | Power with 2 stage unlock | Remote | Keyfob (front doors) |
| Integrated key/remote | Yes                       |        |                      |

### Door Lock Type

|                         |                                |
|-------------------------|--------------------------------|
| Tailgate/rear door lock | Included with power door locks |
|-------------------------|--------------------------------|

### Door Locks Extra FOB Controls

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## Selected Equipment & Specs (cont'd)

|                                 |                       |                         |                      |
|---------------------------------|-----------------------|-------------------------|----------------------|
| Remote engine start             | Keyfob                |                         |                      |
| <i>Instrumentation Type</i>     |                       |                         |                      |
| Display                         | Analog                |                         |                      |
| <i>Instrumentation Gauges</i>   |                       |                         |                      |
| Tachometer                      | Yes                   | Oil pressure            | Yes                  |
| Engine temperature              | Yes                   | Transmission fluid temp | Yes                  |
| Engine hour meter               | Yes                   |                         |                      |
| <i>Instrumentation Warnings</i> |                       |                         |                      |
| Oil pressure                    | Yes                   | Engine temperature      | Yes                  |
| Battery                         | Yes                   | Lights on               | Yes                  |
| Key                             | Yes                   | Low fuel                | Yes                  |
| Door ajar                       | Yes                   | Service interval        | Yes                  |
| Brake fluid                     | Yes                   | Low tire pressure       | Tire specific        |
| <i>Instrumentation Displays</i> |                       |                         |                      |
| Clock                           | In-radio display      | Compass                 | Yes                  |
| Exterior temp                   | Yes                   | Systems monitor         | Yes                  |
| Camera(s) - rear                | Yes                   |                         |                      |
| <i>Instrumentation Feature</i>  |                       |                         |                      |
| Trip computer                   | Yes                   | Trip odometer           | Yes                  |
| <i>Steering Wheel Type</i>      |                       |                         |                      |
| Material                        | Urethane              | Tilting                 | Manual               |
| Telescoping                     | Manual                |                         |                      |
| <i>Front Side Windows</i>       |                       |                         |                      |
| Window 1st row activation       | Power                 |                         |                      |
| <i>Windows Rear Side</i>        |                       |                         |                      |
| 2nd row activation              | Power                 |                         |                      |
| <i>Window Features</i>          |                       |                         |                      |
| 1-touch down                    | Driver and passenger  | 1-touch up              | Driver and passenger |
| Tinted                          | Light                 |                         |                      |
| <i>Front Windshield</i>         |                       |                         |                      |
| Wiper                           | Variable intermittent |                         |                      |
| <i>Rear Windshield</i>          |                       |                         |                      |
| Window                          | Fixed                 |                         |                      |
| <b>Interior</b>                 |                       |                         |                      |
| <i>Passenger Visor</i>          |                       |                         |                      |
| Mirror                          | Yes                   |                         |                      |
| <i>Rear View Mirror</i>         |                       |                         |                      |
| Day-night                       | Yes                   |                         |                      |
| <i>Headliner</i>                |                       |                         |                      |
| Coverage                        | Full                  | Material                | Cloth                |
| <i>Floor Trim</i>               |                       |                         |                      |

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## Selected Equipment & Specs (cont'd)

|                                 |              |                          |              |
|---------------------------------|--------------|--------------------------|--------------|
| Coverage                        | Full         | Covering                 | Vinyl/rubber |
| <i>Trim Feature</i>             |              |                          |              |
| Gear shift knob                 | Urethane     | Interior accents         | Chrome       |
| <i>Lighting</i>                 |              |                          |              |
| Dome light type                 | Fade         | Front reading            | Yes          |
| Illuminated entry               | Yes          | Variable IP lighting     | Yes          |
| <i>Overhead Console Storage</i> |              |                          |              |
| Storage                         | Yes          | Type                     | Full         |
| <i>Storage</i>                  |              |                          |              |
| Driver door bin                 | Yes          | Front Beverage holder(s) | Yes          |
| Glove box                       | Locking      | Passenger door bin       | Yes          |
| Illuminated                     | Yes          | Instrument panel         | Bin          |
| Dashboard                       | Covered      | Rear door bins           | Yes          |
| <i>Legroom</i>                  |              |                          |              |
| Front                           | 43.9"        | Rear                     | 33.5"        |
| <i>Headroom</i>                 |              |                          |              |
| Front                           | 40.8"        | Rear                     | 40.3"        |
| <i>Hip Room</i>                 |              |                          |              |
| Front                           | 62.5"        | Rear                     | 64.7"        |
| <i>Shoulder Room</i>            |              |                          |              |
| Front                           | 66.7"        | Rear                     | 65.8"        |
| <i>Interior Volume</i>          |              |                          |              |
| Passenger volume                | 116.0 cu.ft. |                          |              |

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## Standard Equipment & Specs

### Dimensions

- \* Exterior length: 238.2"
- \* Exterior width: 80.0"
- \* Wheelbase: 148.0"
- \* Rear track: 67.2"
- \* Min ground clearance: 8.2"
- \* Rear legroom: 33.5"
- \* Rear headroom: 40.3"
- \* Rear hiproom: 64.7"
- \* Rear shoulder room: 65.8"
- \* Approach angle: 17.9 deg
- \* Cargo volume: 31.6cu.ft.
- \* Box length: 81.9"
- \* Cab to axle: 39.9"
- \* Exterior height: 81.5"
- \* Front track: 68.3"
- \* Turning radius: 24.8'
- \* Front legroom: 43.9"
- \* Front headroom: 40.8"
- \* Front hiproom: 62.5"
- \* Front shoulder room: 66.7"
- \* Passenger volume: 116.0cu.ft.
- \* Departure angle: 22.3 deg
- \* Maximum cargo volume: 31.6cu.ft.

### Powertrain

- \* 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- \* federal
- \* Part-time
- \* Fuel Economy Highway: N/A
- \* Recommended fuel : regular unleaded
- \* TorqShift-G 6 speed automatic transmission with overdrive
- \* Fuel Economy Cty: N/A

### Suspension/Handling

- \* Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- \* Firm ride Suspension
- \* Front and rear 17 x 7.5 argent steel wheels
- \* Rear rigid axle leaf spring suspension with HD shocks
- \* Hydraulic power-assist re-circulating ball Steering
- \* LT245/75SR17 EBSW AS front and rear tires

### Body Exterior

- \* 4 doors
- \* Reverse opening right rear passenger
- \* Black door mirrors
- \* Class V trailer hitch with trailer sway control
- \* Trailer harness
- \* Clearcoat paint
- \* 2 front tow hook(s)
- \* Reverse opening left rear passenger
- \* Driver and passenger , manual folding door mirrors
- \* Black bumpers
- \* Bed-rail protectors
- \* Box style: regular
- \* Front and rear 17 x 7.5 wheels

### Convenience

- \* Manual air conditioning with air filter
- \* Manual door locks
- \* Manual telescopic steering wheel
- \* 1 1st row LCD monitor
- \* Passenger visor mirror
- \* Manual front windows
- \* Manual tilt steering wheel
- \* Day-night rearview mirror
- \* Front cupholders
- \* Full overhead console

### Seats and Trim

- \* Seating capacity of 6
- \* 4-way driver seat adjustment
- \* 4-way passenger seat adjustment
- \* 60-40 folding rear split-bench seat
- \* Front 40-20-40 split-bench seat
- \* Manual driver lumbar support
- \* Centre front armrest with storage

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## Standard Equipment & Specs (cont'd)

### Entertainment Features

- \* AM/FM stereo radio
- \* Fixed antenna
- \* 4 speakers

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* Light tinted windows
- \* Tachometer
- \* Outside temperature display
- \* Low tire pressure warning
- \* Trip odometer
- \* Delay-off headlights
- \* Variable intermittent front windshield wipers
- \* Front reading lights
- \* Oil pressure gauge
- \* Camera(s) - rear
- \* Trip computer

### Safety and Security

- \* 4-wheel ABS brakes
- \* 4-wheel disc brakes
- \* ABS and driveline traction control
- \* Dual seat mounted side impact airbag supplemental restraint system
- \* Manual door locks
- \* MyKey restricted driving mode
- \* 3 manually adjustable rear head restraints
- \* Brake assist with hill hold control
- \* Electronic stability control
- \* Dual front impact airbag supplemental restraint system with passenger cancel
- \* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* SecuriLock immobilizer
- \* Manually adjustable front head restraints

### Dimensions

#### General Weights

|         |            |      |             |
|---------|------------|------|-------------|
| Curb    | 6,360 lbs. | GVWR | 10,000 lbs. |
| Payload | 3,570 lbs. |      |             |

#### Front Weights

|                           |            |                     |            |
|---------------------------|------------|---------------------|------------|
| Front GAWR                | 4,800 lbs. | Front curb weight   | 3,720 lbs. |
| Front axle capacity       | 6,000 lbs. | Front spring rating | 4,800 lbs. |
| Front tire/wheel capacity | 6,390 lbs. |                     |            |

#### Rear Weights

|                          |            |                    |            |
|--------------------------|------------|--------------------|------------|
| Rear GAWR                | 6,340 lbs. | Rear curb weight   | 2,640 lbs. |
| Rear axle capacity       | 6,200 lbs. | Rear spring rating | 6,340 lbs. |
| Rear tire/wheel capacity | 6,390 lbs. |                    |            |

#### Trailer Type

|                      |         |         |     |
|----------------------|---------|---------|-----|
| Type                 | Regular | Harness | Yes |
| Class                | V       | Hitch   | Yes |
| Trailer sway control | Yes     |         |     |

#### General Trailering

|                           |            |                           |            |
|---------------------------|------------|---------------------------|------------|
| 5th-wheel towing capacity | 12600 lbs. | Gooseneck towing capacity | 12600 lbs. |
| Towing capacity           | 12600 lbs. | GCWR                      | 19500 lbs. |

#### Fuel Tank type

|          |         |
|----------|---------|
| Capacity | 34 gal. |
|----------|---------|

#### Off Road

|                |        |                 |        |
|----------------|--------|-----------------|--------|
| Approach angle | 18 deg | Departure angle | 22 deg |
|----------------|--------|-----------------|--------|

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## Standard Equipment & Specs (cont'd)

|                       |             |                      |             |
|-----------------------|-------------|----------------------|-------------|
| Ramp breakover angle  | 24 deg      | Min ground clearance | 8 "         |
| Load floor height     | 38 "        |                      |             |
| <i>Exterior cargo</i> |             |                      |             |
| Length                | 81.9 "      | Minimum width        | 50.5 "      |
| Volume                | 65.4 cu.ft. | Pickup box depth     | 21.1 "      |
| Maximum width         | 66.9 "      | Tailgate width       | 60.5 "      |
| <i>Interior cargo</i> |             |                      |             |
| Cargo volume          | 31.6 cu.ft. | Maximum cargo volume | 31.6 cu.ft. |

### Powertrain

#### Engine Type

|                        |                |                  |                  |
|------------------------|----------------|------------------|------------------|
| Block material         | Iron           | Cylinders        | V-8              |
| Head material          | Aluminum       | Ignition         | Spark            |
| Injection              | Sequential MPI | Liters           | 6.2L             |
| Orientation            | Longitudinal   | Recommended fuel | Regular unleaded |
| Valves per cylinder    | 2              | Valvetrain       | SOHC             |
| Variable valve control | Yes            |                  |                  |

#### Engine Spec

|              |            |                   |       |
|--------------|------------|-------------------|-------|
| Bore         | 4.02"      | Compression ratio | 9.8:1 |
| Displacement | 379 cu.in. | Stroke            | 3.74" |

#### Engine Power

|                            |                        |        |                    |
|----------------------------|------------------------|--------|--------------------|
| SAEJ1349 AUG2004 compliant | Yes                    | Output | 385 HP @ 5,750 RPM |
| Torque                     | 430 ft.-lb @ 3,800 RPM |        |                    |

#### Alternator

|      |     |
|------|-----|
| Amps | 157 |
|------|-----|

#### Battery

|                     |     |                    |     |
|---------------------|-----|--------------------|-----|
| Amp hours           | 72  | Cold cranking amps | 650 |
| Run down protection | Yes |                    |     |

#### Transmission

|                    |           |         |     |
|--------------------|-----------|---------|-----|
| Electronic control | Yes       | Lock-up | Yes |
| Overdrive          | Yes       | Speed   | 6   |
| Type               | Automatic |         |     |

#### Transmission Gear Ratios

|                     |      |     |      |
|---------------------|------|-----|------|
| 1st                 | 4.17 | 2nd | 2.34 |
| 3rd                 | 1.52 | 4th | 1.14 |
| 5th                 | 0.87 | 6th | 0.69 |
| Reverse Gear ratios | 3.4  |     |      |

#### Transmission Torque Converter

|             |      |
|-------------|------|
| Stall ratio | 2.01 |
|-------------|------|

#### Transmission Extras

|                        |              |                          |             |
|------------------------|--------------|--------------------------|-------------|
| Driver selectable mode | Yes          | Sequential shift control | SelectShift |
| Oil cooler             | Regular duty |                          |             |

#### Drive Type

|          |           |      |            |
|----------|-----------|------|------------|
| 4wd type | Part-time | Type | Four-wheel |
|----------|-----------|------|------------|

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## Standard Equipment & Specs (cont'd)

### Drive Feature

|                     |                   |                     |      |
|---------------------|-------------------|---------------------|------|
| Traction control    | ABS and driveline | Locking hub control | Auto |
| Transfer case shift | Electronic        |                     |      |

### Drive Axle

|       |      |  |  |
|-------|------|--|--|
| Ratio | 3.73 |  |  |
|-------|------|--|--|

### Exhaust

|          |                 |             |        |
|----------|-----------------|-------------|--------|
| Material | Stainless steel | System type | Single |
|----------|-----------------|-------------|--------|

### Emissions

|      |         |  |  |
|------|---------|--|--|
| CARB | Federal |  |  |
|------|---------|--|--|

### Fuel Economy

|           |          |  |  |
|-----------|----------|--|--|
| Fuel type | Gasoline |  |  |
|-----------|----------|--|--|

### Fuel Economy (Alternate 1)

|           |     |  |  |
|-----------|-----|--|--|
| Fuel type | E85 |  |  |
|-----------|-----|--|--|

### Acceleration

|              |      |  |  |
|--------------|------|--|--|
| 0-60 mph (s) | 6.73 |  |  |
|--------------|------|--|--|

### 1/4 Mile

|         |      |       |        |
|---------|------|-------|--------|
| Seconds | 15.2 | Speed | 91 mph |
|---------|------|-------|--------|

### Skid Pad

|                          |     |  |  |
|--------------------------|-----|--|--|
| Lateral acceleration (g) | 0.6 |  |  |
|--------------------------|-----|--|--|

### Slalom

|       |        |  |  |
|-------|--------|--|--|
| Speed | 51 mph |  |  |
|-------|--------|--|--|

## Driveability

### Brakes

|      |              |              |                |
|------|--------------|--------------|----------------|
| ABS  | 4-wheel      | ABS channels | 4              |
| Type | 4-wheel disc | Vented discs | Front and rear |

### Brake Assistance

|              |     |                   |     |
|--------------|-----|-------------------|-----|
| Brake assist | Yes | Hill hold control | Yes |
|--------------|-----|-------------------|-----|

### Suspension Control

|      |      |                              |                                  |
|------|------|------------------------------|----------------------------------|
| Ride | Firm | Electronic stability control | Stability control with anti-roll |
|------|------|------------------------------|----------------------------------|

### Front Suspension

|              |                           |               |         |
|--------------|---------------------------|---------------|---------|
| Independence | Mono-beam non-independent | Anti-roll bar | Regular |
|--------------|---------------------------|---------------|---------|

### Front Spring

|      |      |       |         |
|------|------|-------|---------|
| Type | Coil | Grade | Regular |
|------|------|-------|---------|

### Front Shocks

|      |    |  |  |
|------|----|--|--|
| Type | HD |  |  |
|------|----|--|--|

### Rear Suspension

|              |            |      |      |
|--------------|------------|------|------|
| Independence | Rigid axle | Type | Leaf |
|--------------|------------|------|------|

### Rear Spring

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





## Standard Equipment & Specs (cont'd)

|                              |                        |                     |                     |
|------------------------------|------------------------|---------------------|---------------------|
| Type                         | Leaf                   | Grade               | HD                  |
| <i>Rear Shocks</i>           |                        |                     |                     |
| Type                         | HD                     |                     |                     |
| <i>Steering</i>              |                        |                     |                     |
| Activation                   | Hydraulic power-assist | Type                | Re-circulating ball |
| <i>Steering Specs</i>        |                        |                     |                     |
| # of wheels                  | 2                      |                     |                     |
| <b>Exterior</b>              |                        |                     |                     |
| <i>Front Wheels</i>          |                        |                     |                     |
| Diameter                     | 17"                    | Width               | 7.50"               |
| <i>Rear Wheels</i>           |                        |                     |                     |
| Diameter                     | 17"                    | Width               | 7.50"               |
| <i>Spare Wheels</i>          |                        |                     |                     |
| Wheel material               | Steel                  |                     |                     |
| <i>Front and Rear Wheels</i> |                        |                     |                     |
| Appearance                   | Argent                 | Material            | Steel               |
| Covers                       | Hub                    |                     |                     |
| <i>Front Tires</i>           |                        |                     |                     |
| Aspect                       | 75                     | Diameter            | 17"                 |
| Sidewalls                    | BSW                    | Speed               | S                   |
| Tread                        | AS                     | Type                | LT                  |
| Width                        | 245mm                  | LT load rating      | E                   |
| RPM                          | 645                    |                     |                     |
| <i>Rear Tires</i>            |                        |                     |                     |
| Aspect                       | 75                     | Diameter            | 17"                 |
| Sidewalls                    | BSW                    | Speed               | S                   |
| Tread                        | AS                     | Type                | LT                  |
| Width                        | 245mm                  | LT load rating      | E                   |
| RPM                          | 645                    |                     |                     |
| <i>Spare Tire</i>            |                        |                     |                     |
| Mount                        | Underbody w/crankdown  | Type                | Full-size           |
| <i>Wheels</i>                |                        |                     |                     |
| Front track                  | 68.3"                  | Rear track          | 67.2"               |
| Turning radius               | 24.8'                  | Wheelbase           | 148.0"              |
| <i>Body Features</i>         |                        |                     |                     |
| Front license plate bracket  | Yes                    | Body material       | Aluminum            |
| Side impact beams            | Yes                    | Front tow hook(s)   | 2                   |
| <i>Body Doors</i>            |                        |                     |                     |
| Door count                   | 4                      | Left rear passenger | Reverse opening     |
| Right rear passenger         | Reverse opening        | Rear cargo          | Tailgate            |
| <i>Pickup</i>                |                        |                     |                     |
| Box style                    | Regular                | Bed-rail protectors | Yes                 |

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## Standard Equipment & Specs (cont'd)

### Exterior Dimensions

|                            |            |                             |         |
|----------------------------|------------|-----------------------------|---------|
| Length                     | 238.2"     | Body width                  | 80.0"   |
| Body height                | 81.5"      | Cab to axle                 | 39.9"   |
| Frame section modulus      | 10.7cu.in. | Frame yield strength (psi)  | 50000.0 |
| Front bumper to Front axle | 38.2"      | Front bumper to back of cab | 146.3"  |

### Safety

#### Airbags

|   |              |                        |              |
|---|--------------|------------------------|--------------|
| Driver front-impact                                   | Yes          | Driver side-impact     | Seat mounted |
| Overhead Safety Canopy System curtain 1st and 2nd row |              | Passenger front-impact | Cancellable  |
| Passenger side-impact                                 | Seat mounted |                        |              |

#### Seatbelt

|                     |     |                   |       |
|---------------------|-----|-------------------|-------|
| Rear centre 3 point | Yes | Height adjustable | Front |
|---------------------|-----|-------------------|-------|

#### Security

|             |            |                         |       |
|-------------|------------|-------------------------|-------|
| Immobilizer | SecuriLock | Restricted driving mode | MyKey |
|-------------|------------|-------------------------|-------|

### Seating

#### Passenger Capacity

|          |   |
|----------|---|
| Capacity | 6 |
|----------|---|

#### Front Seats

|       |          |      |             |
|-------|----------|------|-------------|
| Split | 40-20-40 | Type | Split-bench |
|-------|----------|------|-------------|

#### Driver Seat

|                       |        |                |        |
|-----------------------|--------|----------------|--------|
| Fore/aft              | Manual | Reclining      | Manual |
| Way direction control | 4      | Lumbar support | Manual |

#### Passenger seat

|                       |        |           |        |
|-----------------------|--------|-----------|--------|
| Fore/aft              | Manual | Reclining | Manual |
| Way direction control | 4      |           |        |

#### Front Head Restraint

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
|---------|--------|------|------------|

#### Front Armrest

|        |     |         |     |
|--------|-----|---------|-----|
| Centre | Yes | Storage | Yes |
|--------|-----|---------|-----|

#### Rear Seats

|            |             |                  |                 |
|------------|-------------|------------------|-----------------|
| Descriptor | Split-bench | Facing           | Front           |
| Folding    | 60-40       | Folding position | Fold-up cushion |
| Type       | Fixed       |                  |                 |

#### Rear Head Restraints

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
| Number  | 3      |      |            |

#### Front Seat Trim

|          |       |               |       |
|----------|-------|---------------|-------|
| Material | Vinyl | Back material | Vinyl |
|----------|-------|---------------|-------|

#### Rear Seat Trim Group

|          |       |               |        |
|----------|-------|---------------|--------|
| Material | Vinyl | Back material | Carpet |
|----------|-------|---------------|--------|

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## Standard Equipment & Specs (cont'd)

### Convenience

#### AC And Heat Type

|                  |        |            |     |
|------------------|--------|------------|-----|
| Air conditioning | Manual | Air filter | Yes |
| Underseat ducts  | Yes    |            |     |

#### Audio System

|           |              |             |         |
|-----------|--------------|-------------|---------|
| Radio     | AM/FM stereo | Radio grade | Regular |
| Seek-scan | Yes          |             |         |

#### Audio Speakers

|              |         |          |   |
|--------------|---------|----------|---|
| Speaker type | Regular | Speakers | 4 |
|--------------|---------|----------|---|

#### Audio Antenna

|      |       |  |  |
|------|-------|--|--|
| Type | Fixed |  |  |
|------|-------|--|--|

#### LCD Monitors

|         |   |                               |     |
|---------|---|-------------------------------|-----|
| 1st row | 1 | Primary monitor size (inches) | 2.3 |
|---------|---|-------------------------------|-----|

#### Convenience Features

|                     |   |  |  |
|---------------------|---|--|--|
| 12V DC power outlet | 2 |  |  |
|---------------------|---|--|--|

#### Door Lock Activation

|      |        |  |  |
|------|--------|--|--|
| Type | Manual |  |  |
|------|--------|--|--|

#### Door Lock Type

|                         |        |  |  |
|-------------------------|--------|--|--|
| Tailgate/rear door lock | Manual |  |  |
|-------------------------|--------|--|--|

#### Instrumentation Type

|         |        |  |  |
|---------|--------|--|--|
| Display | Analog |  |  |
|---------|--------|--|--|

#### Instrumentation Gauges

|                    |     |                         |     |
|--------------------|-----|-------------------------|-----|
| Tachometer         | Yes | Oil pressure            | Yes |
| Engine temperature | Yes | Transmission fluid temp | Yes |
| Engine hour meter  | Yes |                         |     |

#### Instrumentation Warnings

|              |     |                    |               |
|--------------|-----|--------------------|---------------|
| Oil pressure | Yes | Engine temperature | Yes           |
| Battery      | Yes | Lights on          | Yes           |
| Key          | Yes | Low fuel           | Yes           |
| Door ajar    | Yes | Service interval   | Yes           |
| Brake fluid  | Yes | Low tire pressure  | Tire specific |

#### Instrumentation Displays

|                 |                  |                  |     |
|-----------------|------------------|------------------|-----|
| Clock           | In-radio display | Exterior temp    | Yes |
| Systems monitor | Yes              | Camera(s) - rear | Yes |

#### Instrumentation Feature

|               |     |               |     |
|---------------|-----|---------------|-----|
| Trip computer | Yes | Trip odometer | Yes |
|---------------|-----|---------------|-----|

#### Steering Wheel Type

|             |          |         |        |
|-------------|----------|---------|--------|
| Material    | Urethane | Tilting | Manual |
| Telescoping | Manual   |         |        |

#### Front Side Windows

|                           |        |  |  |
|---------------------------|--------|--|--|
| Window 1st row activation | Manual |  |  |
|---------------------------|--------|--|--|

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## Standard Equipment & Specs (cont'd)

### Windows Rear Side

2nd row activation Fixed

### Window Features

Tinted Light

### Front Windshield

Wiper Variable intermittent

### Rear Windshield

Window Fixed

## Interior

### Passenger Visor

Mirror Yes

### Rear View Mirror

Day-night Yes

### Headliner

Coverage Full Material Cloth

### Floor Trim

Coverage Full Covering Vinyl/rubber

### Trim Feature

Gear shift knob Urethane Interior accents Chrome

### Lighting

Dome light type Fade Front reading Yes  
Variable IP lighting Yes

### Overhead Console Storage

Storage Yes Type Full

### Storage

Front Beverage holder(s) Yes Glove box Locking  
Illuminated Yes Instrument panel Bin  
Dashboard Covered

### Legroom

Front 43.9" Rear 33.5"

### Headroom

Front 40.8" Rear 40.3"

### Hip Room

Front 62.5" Rear 64.7"

### Shoulder Room

Front 66.7" Rear 65.8"

### Interior Volume

Passenger volume 116.0 cu.ft.

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Willowbrook Ford, Inc.  
 7301 S Kingery Hwy, Willowbrook, Illinois, 605275581  
 Office: 630-986-5000

**2019 F-250, SD Super Cab**  
 4x4 SD Super Cab 6.75' box 148" WB SRW  
 XL(X2B)  
 Price Level: 950 Quote ID: 1219

## Warranty - Standard Equipment & Specs

### Warranty

|                              |                 |        |           |
|------------------------------|-----------------|--------|-----------|
| <i>Basic</i>                 |                 |        |           |
| Distance                     | 36,000 miles    | Months | 36 months |
| <i>Powertrain</i>            |                 |        |           |
| Distance                     | 60,000 miles    | Months | 60 months |
| <i>Corrosion Perforation</i> |                 |        |           |
| Distance                     | Unlimited miles | Months | 60 months |
| <i>Roadside Assistance</i>   |                 |        |           |
| Distance                     | 60,000 miles    | Months | 60 months |

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Prepared for: Mr. Randy Earnest, Village of Lemont  
 By: Garrick MackIney Date: 02/26/2019



## Selected Options

| Code                         | Description   | MSRP        |
|------------------------------|---|-------------|
| <b>Base Vehicle</b>          |   |             |
| X2B                          | Base Vehicle Price (X2B)  | \$38,280.00 |
| <b>Packages</b>              |   |             |
| 600A                         | Order Code 600A<br><i>Includes:</i><br>- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel<br>Flex-Fuel badge on fleet orders only.<br>- Transmission: TorqShift-G 6-Spd Auto w/SelectShift<br>- GVWR: 10,000 lb Payload Package<br>- Wheels: 17" Argent Painted Steel<br>Includes painted hub covers/center ornaments.<br>- HD Vinyl 40/20/40 Split Bench Seat<br>Includes center armrest, cupholder, storage and driver's side manual lumbar. | N/C         |
| <b>Powertrain</b>            |   |             |
| 996                          | Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel<br><i>Flex-Fuel badge on fleet orders only.</i>   | Included    |
| 44S                          | Transmission: TorqShift-G 6-Spd Auto w/SelectShift  | Included    |
| X3E                          | Electronic-Locking w/3.73 Axle Ratio  | \$390.00    |
| STDGV                        | GVWR: 10,000 lb Payload Package   | Included    |
| <b>Wheels &amp; Tires</b>    |   |             |
| TBM                          | Tires: LT245/75Rx17E BSW A/T  | \$165.00    |
| 64A                          | Wheels: 17" Argent Painted Steel<br><i>Includes painted hub covers/center ornaments.</i>  | Included    |
| <b>Seats &amp; Seat Trim</b> |   |             |
| A                            | HD Vinyl 40/20/40 Split Bench Seat<br><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>   | Included    |
| <b>Other Options</b>         |   |             |
| 148WB                        | 148" Wheelbase  | STD         |
| 96V                          | XL Value Package  | \$1,000.00  |

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## Selected Options (cont'd)

| Code  | Description   | MSRP     |
|-------|---|----------|
|       | <i>Includes:</i><br>- 4.2" Center-Stack Screen<br>- Radio: AM/FM Stereo/MP3 Player<br><i>Includes 6 speakers.</i><br>- SYNC Communications & Entertainment System<br><i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i><br>- Bright Chrome Hub Covers & Center Ornaments<br>- Chrome Front Bumper<br>- Chrome Rear Step Bumper<br>- Steering Wheel-Mounted Cruise Control  |          |
| 90L   | Power Equipment Group   | \$915.00 |
|       | <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i><br><i>Includes:</i><br>- Accessory Delay<br>- Manual Telescoping/Folding Trailer Tow Mirrors<br><i>Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.</i><br>- Advanced Security Pack<br><i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i><br>- Power Locks<br>- Power Tailgate Lock<br>- Power Front & Rear Seat Windows<br><i>Includes 1-touch up/down driver/passenger window.</i><br>- Remote Keyless Entry |          |
| 473   | Snow Plow Prep Package  | \$185.00 |
|       | REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C).<br><br><i>Includes computer selected springs for snowplow application. NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</i><br><i>Includes:</i><br>- Extra Heavy-Duty 200 Amp Alternator   |          |
| 21M   | Manual Shift On Stop  | N/C      |
|       | <i>Deletes Electronic Shift On the Fly functionality.</i>   |          |
| 52B   | Trailer Brake Controller  | \$270.00 |
|       | <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>  |          |
| 18B   | Platform Running Boards   | \$445.00 |
| 873   | Rear CHMSL Camera   | \$200.00 |
|       | <i>Display in center stack screen. Includes LED Center High-Mounted Stop Lamp (CHMSL) with cargo light and rear video camera.</i>   |          |
| 85G   | Tailgate Step & Handle  | \$375.00 |
| 85S   | Tough Bed Spray-In Bedliner   | \$595.00 |
|       | <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>  |          |
| PAINT | Monotone Paint Application  | STD      |
| 43C   | 110V/400W Outlet  | \$175.00 |
|       | REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).<br><br><i>Includes 1 in-dash mounted outlet.</i><br><i>Includes:</i><br>- Extra Heavy-Duty 200 Amp Alternator   |          |

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## Selected Options (cont'd)

| Code                   | Description   | MSRP        |
|------------------------|---|-------------|
| 76S                    | Remote Start System   | \$250.00    |
| 66S                    | Upfitter Switches (6)   | \$165.00    |
|                        | REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).              |             |
|                        | <i>Located in overhead console.</i>   |             |
|                        | <i>Includes:</i>  |             |
|                        | - Extra Heavy-Duty 200 Amp Alternator   |             |
| 585_                   | Radio: AM/FM Stereo/MP3 Player  | Included    |
|                        | <i>Includes 6 speakers.</i>   |             |
|                        | <i>Includes:</i>  |             |
|                        | - SYNC Communications & Entertainment System  |             |
|                        | <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> |             |
| <b>Fleet Options</b>   |   |             |
| FLADCR                 | Fleet Advertising Credit  | \$0.00      |
| <b>Emissions</b>       |   |             |
| 425                    | 50-State Emissions System   | STD         |
| <b>Interior Colors</b> |   |             |
| AS_01                  | Medium Earth Gray   | N/C         |
| <b>Primary Colors</b>  |   |             |
| Z1_01                  | Oxford White  | N/C         |
| <b>Upfit Options</b>   |   |             |
| 179                    | 4 Corner Strobes  | \$895.00    |
|                        | <i>4 Corner Warning strobes</i>   |             |
| SUBTOTAL               |   | \$44,305.00 |
| Destination Charge     |   | \$1,595.00  |
| TOTAL                  |   | \$45,900.00 |

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 7301 S Kingery Hwy, Willowbrook, Illinois, 605275581  
 Office: 630-986-5000

**2019 F-250, SD Super Cab**  
 4x4 SD Super Cab 6.75' box 148" WB SRW  
 XL(X2B)  
 Price Level: 950 Quote ID: 1219

## Pricing - Single Vehicle

**MSRP**

*Vehicle Pricing* \$45,900.00

### *Pre-Tax Adjustments*

**Description**

Government Pricing Adjustment -\$14,145.00  
*State Pricing Program*

**Subtotal** \$31,755.00

### *Sales Taxes*

**Description**

Sales Tax Exempt \$0.00  
*State Agency Exemption*

**Subtotal** \$31,755.00

### *Post-Tax Adjustments*

**Description**

Municipal Plates and Title \$203.00  
*M Plates and Title Fee*

**Total** \$31,958.00

\_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Acceptance Date

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Prepared for: Mr. Randy Earnest, Village of Lemont  
 By: Garrick Mackiney Date: 02/26/2019



Willowbrook Ford, Inc.  
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Office: 630-986-5000

**2019 F-250, SD Super Cab**  
4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)  
Price Level: 950 Quote ID: 1219

### Major Equipment

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPI 385hp

TorqShift-G 6 speed automatic w/OD

- \* Rear locking differential driver selectable
- \* Brake assistance
- \* LT 245/75R17 E BSW AT S-rated tires
- \* Firm suspension
- \* Air conditioning
- \* AM/FM stereo with seek-scan, external memory control
- \* Daytime running
- \* Variable intermittent wipers
- \* Dual front airbags w/passenger cancel
- \* SecuriLock immobilizer
- \* Message Center
- \* Reclining front split-bench seats
- \* Running boards
- \* Class V hitch
- \* Rear axle capacity: 6200 lbs.
- \* Rear spring rating: 6340 lbs.
- \* Frame Yield Strength 50000 psi

Exterior:Oxford White  
Interior:Medium Earth Gray

- \* 4-wheel ABS
- \* Traction control
- \* Battery with run down protection
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* Bluetooth streaming audio
- \* Dual power remote heated mirrors
- \* 17 x 7.5 steel wheels
- \* Driver and front passenger seat mounted side airbags
- \* Tachometer
- \* Underseat ducts
- \* 60-40 folding rear split-bench
- \* Audio control on steering wheel
- \* Front axle capacity: 6000 lbs.
- \* Front spring rating: 5600 lbs.
- \* Frame section modulus: 10.7 cu.in.
- \* Cab to axle: 39.9"

### Fuel Economy

City  
N/A



Hwy  
N/A

### Selected Options

MSRP

|                                      |             |
|--------------------------------------|-------------|
| STANDARD VEHICLE PRICE               | \$38,280.00 |
| Order Code 600A                      | N/C         |
| 148" Wheelbase                       | STD         |
| Monotone Paint Application           | STD         |
| 50-State Emissions System            | STD         |
| Manual Shift On Stop                 | N/C         |
| Tires: LT245/75Rx17E BSW A/T         | \$165.00    |
| Tailgate Step & Handle               | \$375.00    |
| Tough Bed Spray-In Bedliner          | \$595.00    |
| Trailer Brake Controller             | \$270.00    |
| XL Value Package                     | \$1,000.00  |
| Power Equipment Group                | \$915.00    |
| Snow Plow Prep Package               | \$185.00    |
| Platform Running Boards              | \$445.00    |
| 110V/400W Outlet                     | \$175.00    |
| Remote Start System                  | \$250.00    |
| Upfitter Switches (6)                | \$165.00    |
| Electronic-Locking w/3.73 Axle Ratio | \$390.00    |
| Oxford White                         | N/C         |
| Rear CHMSL Camera                    | \$200.00    |
| Medium Earth Gray                    | N/C         |

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Prepared for: Mr. Randy Earnest, Village of Lemont  
By: Garrick Mackiney Date: 02/26/2019



Willowbrook Ford, Inc.  
7301 S Kingery Hwy, Willowbrook, Illinois, 605275581  
Office: 630-986-5000

**2019 F-250, SD Super Cab**  
4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)  
Price Level: 950 Quote ID: 1219

|  |          |
|--|----------|
| Fleet Advertising Credit                           | \$0.00   |
| Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel      | Included |
| Transmission: TorqShift-G 6-Spd Auto w/SelectShift | Included |
| GVWR: 10,000 lb Payload Package                    | Included |
| Wheels: 17" Argent Painted Steel                   | Included |
| HD Vinyl 40/20/40 Split Bench Seat                 | Included |
| 4.2" Center-Stack Screen                           | Included |
| Radio: AM/FM Stereo/MP3 Player                     | Included |
| SYNC Communications & Entertainment System         | Included |
| Bright Chrome Hub Covers & Center Ornaments        | Included |
| Chrome Front Bumper                                | Included |
| Chrome Rear Step Bumper                            | Included |
| Steering Wheel-Mounted Cruise Control              | Included |
| Accessory Delay                                    | Included |
| Manual Telescoping/Folding Trailer Tow Mirrors     | Included |
| Advanced Security Pack                             | Included |
| Power Locks  | Included |
| Power Tailgate Lock                                | Included |
| Power Front & Rear Seat Windows                    | Included |
| Remote Keyless Entry                               | Included |
| Extra Heavy-Duty 200 Amp Alternator                | Included |

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Prepared for: Mr. Randy Earnest, Village of Lemont  
By: Garrick Mackiney Date: 02/26/2019



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Office: 630-986-5000

**2019 F-250, SD Super Cab**  
4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)  
Price Level: 950 Quote ID: 1219

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|                    |                    |
|--------------------|--------------------|
| SUBTOTAL           | \$43,410.00        |
| Destination Charge | \$1,595.00         |
| <b>TOTAL</b>       | <b>\$45,005.00</b> |

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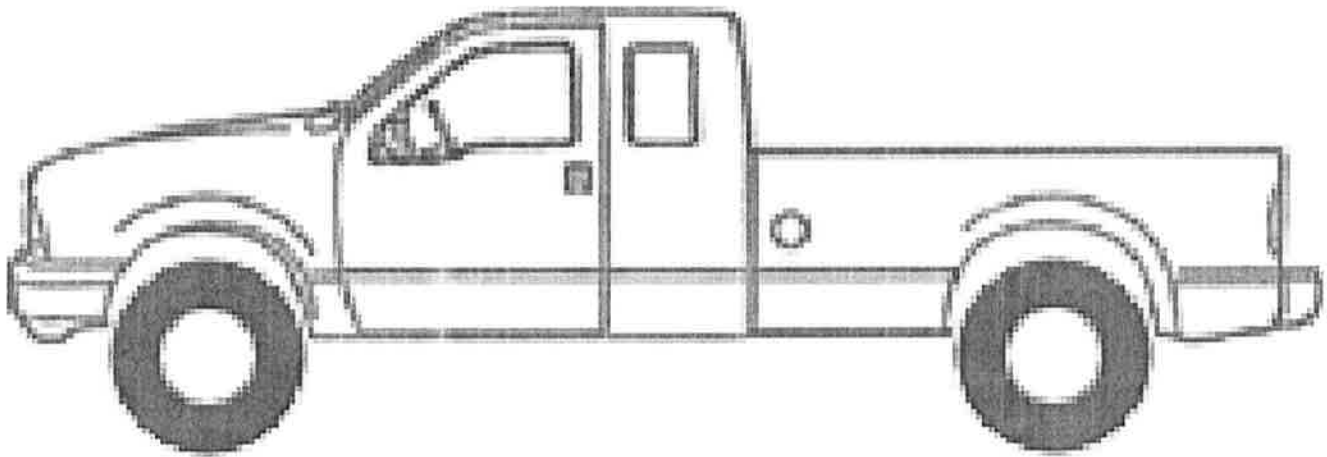
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Randy Earnest, Village of Lemont  
By: Garrick Mackiney Date: 02/26/2019



## Performance

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Randy Earnest, Village of Lemont  
By: Garrick Mackiney Date: 02/26/2019



## Performance (cont'd)

### Light Duty

| GVW                         | Totals            |
|-----------------------------|-------------------|
| 1 Payload - (Payload)       | 0 lbs             |
| Occupants Weight            | 900 lbs           |
| Curb Weight (as configured) | 6,504 lbs         |
| <b>TOTAL</b>                | <b>7,404 lbs</b>  |
| <b>GVWR</b>                 | <b>10,000 lbs</b> |

| GCW                     | Totals            |
|-------------------------|-------------------|
| Adjusted Truck GVW      | 7,404 lbs         |
| Weight of trailer       | 0 lbs             |
| Weight of trailer cargo | 0 lbs             |
| Total Weight of trailer | 0 lbs             |
| <b>TOTAL</b>            | <b>7,404 lbs</b>  |
| <b>GCWR</b>             | <b>19,500 lbs</b> |

Highway use only. Ford Motor Company recommends that a separate, functional brake system be used on any towed vehicle or trailer.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**TO:** Mayor John Egofske  
Village Board of Trustees

**THROUGH:** George Schafer, Village Administrator

**FROM:** Linda Molitor, Executive Assistant/CRM

**SUBJECT:** Terminating and Dissolving the Service Agreement Between the Village of Lemont and Video Access League

**DATE:** March 11, 2019

**SUMMARY/ BACKGROUND**

Resolution R-22-1998 authorized the execution of a contract with the Lemont Video Access League to provide community access television to the residents of Lemont.

Since this time, the Lemont Video Access League has been terminated, and has become Lemont TV and overseen by the Village of Lemont.

**STAFF RECOMMENDATION**

To approve the resolution to terminate and dissolve the service agreement between the Village of Lemont and Lemont Video Access League.

**BOARD ACTION REQUESTED**

Motion and approve the attached Resolution.

**ATTACHMENTS**

A Resolution Terminating and Dissolving the Service Agreement Between the Village of Lemont and Lemont Video Access League.

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**VILLAGE OF LEMONT**

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**RESOLUTION  
NUMBER R-\_\_-19**

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**A RESOLUTION TERMINATING AND DISSOLVING THE SERVICE AGREEMENT  
BETWEEN THE VILLAGE OF LEMONT AND LEMONT VIDEO ACCESS LEAGUE**

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**JOHN EGOFSKE, Village President  
CHARLENE M. SMOLLEN, Clerk**

***DEBBY BLATZER  
DAVE MAHER  
RYAN KWASNESKI  
KEN MCCLAFFERTY  
RICK SNIEGOWSKI  
RON STAPLETON***  
**Trustees**



**RESOLUTION NO. R-\_\_\_\_\_-19**

**A RESOLUTION TERMINATING AND DISSOLVING THE SERVICE AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND LEMONT VIDEO ACCESS LEAGUE**

**WHEREAS** the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village of Lemont (“Lemont”) has previously entered into a Service Agreement dated April 28, 1998 with Lemont Video Access League; and

**WHEREAS**, the Village received notice from the Illinois Secretary of State that the Lemont Video Access League has been dissolved; and

**WHEREAS**, the President and the Board of Trustees of the Village find that it is in the best interests of the Village to terminate and dissolve the service agreement between the Village and the Lemont Video Access League as further provided below.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

**SECTION 1: RECITALS.**

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof: as fully set forth in their entirety.

**SECTION 2:**

The Village of Lemont hereby terminates the Service Agreement with the Lemont Video Access League. The Village Administrator or his/her designee is hereby authorized to issue notice of termination and cancellation to the Lemont Video Access League pursuant to the terms of the Service Agreement.

**SECTION 3: EFFECTIVE DATE.**

This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of March, 2019.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

|                 | AYES: | NAYS: | ABSENT: | ABSTAIN: |
|-----------------|-------|-------|---------|----------|
| Debby Blatzer   | _____ | _____ | _____   | _____    |
| Ryan Kwasneski  | _____ | _____ | _____   | _____    |
| Dave Maher      | _____ | _____ | _____   | _____    |
| Ken McClafferty | _____ | _____ | _____   | _____    |
| Rick Sniegowski | _____ | _____ | _____   | _____    |
| Ron Stapleton   | _____ | _____ | _____   | _____    |

\_\_\_\_\_  
John Egofske, Village President

*Attest:*

\_\_\_\_\_  
Charlene M. Smollen, Village Clerk

TO: Village Board  
FROM: Chris Smith, Finance Director  
THROUGH: George Schafer, Village Administrator  
SUBJECT: Clean Up Bonds Project

DATE: March 11, 2019

### **SUMMARY/ BACKGROUND**

At the November 26, 2018 COW meeting, the Board directed staff to refund clean up bond deposits on building permits issued Fiscal 2012 and prior.

Staff sent letters to permit holders on record for the 183 clean up bond deposit refunds totaling \$175,000. The letter requested them to respond with a current mailing address. Staff received responses for 115 clean up bond deposit refunds totaling \$110,000.

Along with the refund checks, a letter will be included stating that the permit will remain "open" and the Village does not assume any liability associated with an "open" permit.

The Village cannot apply an administrative fee for processing refunds on deposits that were received in prior years.

### **STAFF RECOMMENDATION**

Pass the Resolution to:

- (1) Authorize payment of \$110,000 for the clean up bond deposit refund to the respective permit holder on record.
- (2) Authorize payment of \$78,500 to the State of Illinois, where no confirmations were received, or staff was unable to verify address.

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**VILLAGE OF LEMONT**

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**RESOLUTION  
NUMBER R-\_\_-19**

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**A RESOLUTION AUTHORIZING ISSUANCE OF UNCLAIMED CLEAN UP BOND  
DEPOSIT REFUNDS**

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**JOHN EGOFSKE, Village President  
CHARLENE M. SMOLLEN, Clerk**

***DEBBY BLATZER  
DAVE MAHER  
RYAN KWASNESKI  
KEN MCCLAFFERTY  
RICK SNIEGOWSKI  
RON STAPLETON***  
**Trustees**

**RESOLUTION NO. R-\_\_\_\_\_-19**

**A RESOLUTION AUTHORIZING ISSUANCE OF UNCLAIMED CLEAN UP BOND DEPOSIT REFUNDS**

**WHEREAS** the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont (“Lemont”) wish to issue refunds of unclaimed clean up bond deposits relating to building permits; and

**WHEREAS**, the Village staff has determined that the total number of clean up bond deposits to be refunded is 115, totaling one hundred ten thousand and zero dollars (\$110,000.00); and

**WHEREAS** the President and the Board of Trustees of the Village find that it is in the best interests of the Village to authorize the issuance of the refunds of unclaimed clean up bond deposits as further provided below.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

**SECTION 1: RECITALS.**

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof: as fully set forth in their entirety.

**SECTION 2:**

The Village Administrator is hereby authorized to issue 115 refunds of unclaimed clean up bond deposits in a total amount of one hundred ten thousand and zero dollars (\$110,000.00). All remaining unclaimed clean up bond deposits for which a return address cannot be confirmed shall be submitted to the State of Illinois.

**SECTION 3: EFFECTIVE DATE.**

This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of March, 2019.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

|                 | AYES: | NAYS: | ABSENT: | ABSTAIN: |
|-----------------|-------|-------|---------|----------|
| Debby Blatzer   | _____ | _____ | _____   | _____    |
| Ryan Kwasneski  | _____ | _____ | _____   | _____    |
| Dave Maher      | _____ | _____ | _____   | _____    |
| Ken McClafferty | _____ | _____ | _____   | _____    |
| Rick Sniegowski | _____ | _____ | _____   | _____    |
| Ron Stapleton   | _____ | _____ | _____   | _____    |

\_\_\_\_\_  
John Egofske, Village President

*Attest:*

\_\_\_\_\_  
Charlene M. Smollen, Village Clerk

**TO:** Mayor John Egofske  
Village Board of Trustees

**THROUGH:** George Schafer, Village Administrator

**FROM:** Linda Molitor, Executive Assistant/CRM

**SUBJECT:** Amending a Lease Agreement Between Clear Channel Outdoor Inc.

**DATE:** March 11, 2019

#### **SUMMARY/ BACKGROUND**

The Village of Lemont purchased property at 12775 Main Street, known as the Meineke parcel, in which there was an existing lease agreement with Clear Channel Outdoor, Inc. for the billboard on the property. This billboard agreement was not able to be terminated, and the Village therefore acquired the existing lease agreement.

The agreement expired on January 10, 2019. Prior to the expiration, discussions took place with the Village Board and staff on the options to extend the lease to include advertisement on a Clear Channel Outdoor billboard at a different location.

The lease agreement attachment to the resolution includes advertisement on an existing Clear Channel Outdoor billboard on I-55.

#### **STAFF RECOMMENDATION**

As part of our Strategic Planning initiative to bring regional awareness to the Village of Lemont, staff recommendation is to approve the extension of the lease agreement with Clear Channel Outdoor, Inc.

#### **BOARD ACTION REQUESTED**

Motion and approval of the attached Resolution.

#### **ATTACHMENTS**

1. A Resolution Authorizing the Amendment to a Lease Agreement Between Clear Channel Outdoor, Inc. and the Village of Lemont (Lease #34087).
2. Amendment Lease (Lease #34087).
3. Exhibit A - Digital Advertising Contract.

**VILLAGE OF LEMONT**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE AMENDMENT TO A  
LEASE AGREEMENT BETWEEN  
CLEAR CHANNEL OUTDOOR, INC.  
AND THE VILLAGE OF LEMONT  
(LEASE #34087)**

**ADOPTED BY THE PRESIDENT  
AND BOARD OF TRUSTEES OF THE  
VILLAGE OF LEMONT  
THIS 11<sup>th</sup> DAY OF MARCH 2019**

**Published in pamphlet form  
by authority of the  
President and Board of  
Trustees of the Village of  
Lemont, Cook, Will and DuPage  
Counties, Illinois on this 11<sup>TH</sup> day  
of March 2019**



Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE AMENDMENT TO A  
LEASE AGREEMENT BETWEEN  
CLEAR CHANNEL OUTDOOR, INC.  
AND THE VILLAGE OF LEMONT  
(LEASE #34087)**

**WHEREAS**, the Village of Lemont previously purchased property known as 12775 Main Street that contained a billboard agreement with Clear Channel Outdoor, Inc., in which the Village of Lemont then acquired; and,

**WHEREAS**, the Village of Lemont has fulfilled this obligation of the lease agreement with Clear Channel Outdoor, Inc., which expired on January 10, 2019; and,

**WHEREAS**, the Village of Lemont wishes to extend the billboard lease agreement with Clear Channel Outdoor Inc., as stated in the lease agreement.

**BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Lemont as follows:

**SECTION ONE:** An Amendment to Lease #34087 Between Clear Channel Outdoor Channel Outdoor, Inc. and Village of Lemont, attached as exhibit A, is hereby approved.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 11<sup>th</sup> DAY OF MARCH 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

|                        | AYES: | NAYS: | ABSENT: | ABSTAIN |
|------------------------|-------|-------|---------|---------|
| <b>Debby Blatzer</b>   | _____ | _____ | _____   | _____   |
| <b>Ryan Kwasneski</b>  | _____ | _____ | _____   | _____   |
| <b>Dave Maher</b>      | _____ | _____ | _____   | _____   |
| <b>Ken McClafferty</b> | _____ | _____ | _____   | _____   |
| <b>Rick Sniegowski</b> | _____ | _____ | _____   | _____   |
| <b>Ron Stapleton</b>   | _____ | _____ | _____   | _____   |

\_\_\_\_\_  
**JOHN EGOFKSKE**  
President

ATTEST:

\_\_\_\_\_  
**CHARLENE M. SMOLLEN**  
Village Clerk

**AMENDMENT TO LEASE  
(Lease # 34087)**

THIS LEASE AMENDMENT (this "Amendment"), dated to be effective this 15<sup>th</sup> day of February 2019 (the "Effective Date"), is made and entered into by and between CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Tenant"), and the Village of Lemont ("Landlord").

**RECITALS**

- A. Landlord and Tenant (collectively, the "Parties" and each, individually, a "Party") have entered into the following agreement: Clear Channel Outdoor Lease Agreement, dated February 1, 2016 (as it may have been amended, the "Lease").
- B. Pursuant to the Lease, Tenant is leasing from Landlord certain real property described therein for the purpose of maintaining and operating outdoor advertising structures.
- C. The Parties desire to amend and modify certain terms of the Lease as provided herein.

**AGREEMENTS**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Lease.
- 2. The end of the effective term of the Lease is hereby extended from April 1, 2019 to March 31, 2029 (the "Term.")
- 3. Notwithstanding anything to the contrary in the Lease, commencing on April 1, 2019, Rent to be paid by Tenant under the Lease is hereby increased to six thousand dollars (\$6,000.00) per year for the period beginning on April 1, 2019, until and including March 31, 2024, payable monthly in advance, and commencing on April 1, 2024, Rent to be paid by Tenant under the Lease is hereby increased to eight thousand dollars (\$8000.00) per year for the period beginning on April 1, 2024, until and including March 31, 2029, payable monthly in advance.
- 4. In addition to Rent, Tenant shall display advertising copy for Landlord's Community Messaging. Community Messaging shall be defined as advertising that promotes the Village of Lemont's public service or community events messaging as well as fire or police safety messages, subject to the following conditions and parameters:
  - a. Tenant will display Community Messaging on Clear Channel Outdoor digital panel # 1496 (I-55, south side, 1.1 miles west of I-355, Face East, viewed by southwest traffic on I-55) for a period of 5 weeks per twelve month period during the Term. On the Effective Date, Landlord shall provide Tenant with the calendar for the 5 weeks that Landlord will want to display Community Messaging for the period between April 1<sup>st</sup>, 2019 and March 31<sup>st</sup>, 2020. For the remainder of the Term, the Landlord shall provide to the Tenant on April 1<sup>st</sup> of each year the 5 weeks of advertising for that twelve month period.

- b. Community Messaging shall be displayed for one (1) ten (10) second spot displayed every 80 seconds, 24 hours a day for the 5 weeks of each Lease Year. All Landlord Messages will be rotated in this one spot.
- c. Landlord shall provide "camera ready artwork" to Tenant (at Tenant's specifications) on or before 7 days prior to a display date for a Community Message. Landlord shall forward any and all artwork to Tenant via email to Ed Marcin (Vice President of Public Affairs) (773-843-2064), [edwardmarcin@clearchannel.com](mailto:edwardmarcin@clearchannel.com), and Tony Pontikis (Real Estate Manager) (773-843-2051), [tonypontikis@clearchannel.com](mailto:tonypontikis@clearchannel.com) and Amy Tesch (Real Estate Representative) (773-843-2076) [amytesch@clearchannel.com](mailto:amytesch@clearchannel.com). Tenant shall confirm receipt of Landlord artwork via email.
- d. All Community Messages must be pre-approved by Tenant and will be subject to Tenant's standard advertising copy rejection and removal policies. Tenant shall have the sole discretion to approve or disapprove copy and remove copy once posted or displayed. Landlord shall enter into Tenant's standard form advertising contract attached as Exhibit A hereto, in connection with any request for display of Landlord Messages.
- e. It is expressly understood and agreed that Community Messaging shall not include any names, logos or marks associated with any third-party person or entity or any products or any services associated with any third-party person or entity. Landlord shall indemnify Tenant for any breaches of this provision in accordance with the terms of Tenant's standard form advertising contract.
- f. Any unused space will be forfeited and shall not roll over.
- g. Landlord shall not charge for, or exchange goods or services for, any Community Messaging displayed by Tenant pursuant to this Amendment.
- h. If at any time Tenant removes the digital display at panel #1496 or is unable to operate the digital display face for any reason, Tenant will notify Landlord in writing and another digital sign location (one sign) will need to be selected by Landlord from a pool of available locations provided by Tenant.

6. If the Property is to be improved by the construction of a permanent building structure (but excluding any structure to be used by Tenant for advertising), and such permanent building structure would occupy the physical location of Tenant's Structures, Landlord or successor in interest shall have the right to terminate this Lease (the "Development Termination Option"), provided, however, that the foregoing provision shall not be effective unless Landlord or successor in interest shall have provided Tenant a sixty (60) day advance written notice of Landlord's or successor in interest's exercise of the Development Termination Option, The Development Termination Option may not be exercised by any successor to Landlord that has the power of eminent domain, or that acquires the property in lieu of eminent domain, under threat of eminent domain, or with the assistance (whether financial or non-financial) of any agency that has the power of eminent domain.

7. Notwithstanding the foregoing, in the event Landlord or successor in interest properly exercises the Development Termination Option, Tenant may elect to relocate the Structures to a mutually agreed upon location on the remaining unoccupied portion of the Property in compliance with applicable state and local laws, subject to Landlord's or successor in interest's approval which shall not be unreasonably withheld, provided, that in the event of such relocation, this Lease and Addendum will remain in full force and effect, except all Rent shall be abated until the relocated Structures are fully constructed, permitted and operational and the term of the Lease shall be extended on a day for day basis for the period of time that Tenant is unable to sell or display advertising on the Structures.

8. In the event that the portion of Landlord's real property occupied by Tenant's Structures is sold to an unrelated third party buyer (the "Buyer") in an arms-length transaction, the Buyer may terminate the Lease by delivering to Tenant within thirty (30) days after closing: (i) written notice of termination, (ii) a copy of the deed of transfer, and (iii) a refund of any Rent prepaid for the unexpired term of the Lease. This one-time option to

terminate by the Buyer (new Landlord) will expire if it is not exercised within thirty (30) days of the Buyer receiving title to the Property. This termination right shall not apply if the Property is transferred directly or indirectly to any entity with the power of eminent domain or any person or entity that has competitive business interests to Tenant.

9. Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

10. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

TENANT:

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

By: \_\_\_\_\_

Name: Kim Bradley

Title: President Midwest Region

LANDLORD:

Village of Lemont

By: \_\_\_\_\_

Name:

Title:





**CONTRACT FOR DIGITAL ADVERTISING STANDARD TERMS**

**1. DEFINED TERMS:** As used in this Contract, these terms shall have the meanings set forth below:

"Advertising Materials" shall mean all Printed Advertising Materials and Digital Advertising Materials, as each is defined in Section 4.

"Campaign" shall mean the advertising campaign described in the Sales Contract.

"CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to digital signs.

"Clear Channel" shall mean Clear Channel Outdoor, Inc., a Delaware corporation and its successors and assigns.

"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Sales Contract.

"Confidential Information" shall mean any information relating to or disclosed to Customer arising from or in connection with any and all pricing information for this Contract.

"Contract" shall mean the applicable Sales Contract, these terms and conditions and all guidelines expressly referred to herein, all of the same may be modified from time to time.

"Customer" shall mean the advertiser and any agency or buying service named in the Sales Contract.

"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Sales Contract.

"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.

"Sales Contract" shall mean the Contract for Advertising by and between Clear Channel and the Customer setting forth the terms and conditions of the Campaign.

"Sign" or "Signs" shall mean the sign or signs identified in the Sales Contract for the placement of the advertising for the Campaign.

**2. PAYMENT**

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.

b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice" to Customer at the e-mail address set forth in the Sales Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.

c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.

d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.

e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to [marketing@clearchannel.com](mailto:marketing@clearchannel.com) within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.

f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

**3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES**

**3.1 OF CUSTOMER**

a. Customer represents and warrants to Clear Channel that

(1) all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content placed on Sign or Signs, shall comply with all applicable federal, state and local laws and regulations.

(2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any documents that may be required by applicable laws, statutes, ordinances, rules and regulations.

(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and

(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. This agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

**3.2 OF CLEAR CHANNEL**

a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, submitted by Customer for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexecuted portion of the Contract and (ii) unless Clear Channel's rejection or removal is with good reason, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Sales Contract.

c. Clear Channel shall furnish to Customer proof of performance as follows: (1) Permanent Bulletin(s) one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s) one close-up and one approach photo or digital print for each rotary sign location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s) one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/days, and (4) Digital a performance report, confirming the execution of the display(s) as contemplated in the Sales Contract.

d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.

e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Sales Contract and commence billing on the date copy is fully displayed.

f. For non-digital Signs, Illumination will only be provided if illumination is indicated on the Sales Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination", provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.

g. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

3.3 TAXES: Clear Channel shall pay all personal property taxes attributable to the Signs and Customer shall be responsible for all other federal, state and local taxes in respect of this Contract.

**4. CONTENT, PRODUCTION AND DELIVERY**

**4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS**

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Printed Advertising Materials, Clear Channel shall return any Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

**4.2 DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS**

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for digital bulletins, 400x940 pixels for digital posters, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than 2 business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to feed Dynamic Content through the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

4.3 ARCHIVAL MATERIAL AND RIGHT TO USE: Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

**5. DISRUPTION OF PERFORMANCE, LOSS OF USE**

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this suspension 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Sales Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed as a consequence of the loss of use of a Sign or Signs.

#### 6. TERMINATION

- a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.
- b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.
- c. Except as otherwise specified in this Contract, neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

#### 7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Clear Channel's display of Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

#### 8. GENERAL

- a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.
- b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel, nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Sales Contract.
- c. Customer agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of Clear Channel other than by or to its employees or agents who must have access to such Confidential Information to perform Customer's obligations hereunder.
- d. This Contract consists of the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel. When there is any inconsistency between the Sales Contract and any other terms of this Contract then the Sales Contract shall prevail.
- e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.
- f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Sales Contract.
- g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Cook County Land Bank Authority  
DATE: March 8, 2019

### **SUMMARY/ BACKGROUND**

Village of Lemont staff was informed that a parcel of land in the Heritage Quarries Recreation Area (HQRA) had been posted on the Cook County Land Bank Authority (CCLBA) website and may be available for private purchase. In order to protect the public investment within the HQRA, staff reached out to CCLBA and was offered a Purchase and Sale Agreement. Should the property become available, the Village could purchase the parcel for \$8,500 plus closing costs and related fees.

### **STAFF RECOMMENDATION**

Pass a resolution authorizing the acquisition of property.

### **BOARD ACTION REQUESTED**

Motion to approve a resolution authorizing the acquisition of property commonly known as 14501 Main Street, Lemont, Illinois

### **ATTACHMENTS**

A Resolution Authorizing the Acquisition of Property Commonly Known as 14501 Main Street, Lemont, Illinois



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**VILLAGE OF LEMONT**

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**RESOLUTION  
NUMBER R-\_\_-19**

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**A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY COMMONLY  
KNOWN AS 14501 MAIN STREET, LEMONT, ILLINOIS**

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**JOHN EGOFSKE, Village President  
CHARLENE M. SMOLLEN, Clerk**

***DEBBY BLATZER  
DAVE MAHER  
RYAN KWASNESKI  
KEN MCCLAFFERTY  
RICK SNIEGOWSKI  
RON STAPLETON***  
**Trustees**

**RESOLUTION NO. R-\_\_\_\_\_-19**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY COMMONLY KNOWN AS 14501 MAIN STREET, LEMONT, ILLINOIS**

**WHEREAS** the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont (“Lemont”) have determined that it is necessary and desirable that certain real property located within the Village which is commonly known as 14501 Main Street, Lemont, Illinois, 60439 (“Subject Property”) be acquired by the Village; and

**WHEREAS**, the Village is desirous to enter into the Purchase and Sale Agreement with the County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank which is attached hereto as attached Exhibit A; and

**WHEREAS**, the Subject Property is being acquired by the Village in order to promote the public health, safety and welfare; and

**WHEREAS** the President and the Board of Trustees of the Village find that it is in the best interests of the Village to authorize the Purchase and Sale Agreement attached as Exhibit A (“Agreement”) with County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

**SECTION 1: RECITALS.**

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof: as fully set forth in their entirety.

**SECTION 2:**

Subject to attorney review, the Agreement with County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority for the acquisition of 14501 Main Street, Lemont, Illinois, 60439 is hereby approved and authorized in substantially the same form as Exhibit A attached hereto.

**SECTION 3:**

The Village President or his designee is hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit “A.”

**SECTION 4: EFFECTIVE DATE.**

This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of March, 2019.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

|                 | AYES: | NAYS: | ABSENT: | ABSTAIN: |
|-----------------|-------|-------|---------|----------|
| Debby Blatzer   | _____ | _____ | _____   | _____    |
| Ryan Kwasneski  | _____ | _____ | _____   | _____    |
| Dave Maher      | _____ | _____ | _____   | _____    |
| Ken McClafferty | _____ | _____ | _____   | _____    |
| Rick Sniegowski | _____ | _____ | _____   | _____    |
| Ron Stapleton   | _____ | _____ | _____   | _____    |

\_\_\_\_\_  
John Egofske, Village President

*Attest:*

\_\_\_\_\_  
Charlene M. Smollen, Village Clerk

**EXHIBIT A**  
*Agreement*

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered between the County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority (“CCLBA” or “Seller”), and Village of Lemont (“Purchaser”) (collectively the “Parties”). For all purposes, the date of this Agreement (the “Effective Date”) shall be the latest date of execution shown below the Parties’ signatures.

### RECITALS

In consideration of the covenants and agreements contained herein, the Parties agree as follows:

**1. Property to be Purchased.** Subject to compliance with the terms and conditions of this Agreement, Seller agrees to convey to Purchaser and Purchaser agrees to purchase from Seller the real Property commonly known as 14501 Main Street, Lemont, Illinois 60439, legally described in **Exhibit A** (the “Property”).

**2. Purchase Price.** The purchase price for the Property shall be Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00) (“Total Purchase Price”) and Purchaser has agreed to pay Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) at Closing (“Payment”). Seller agrees to lend One Thousand and no/100 Dollars (\$1,000.00) toward the Total Purchase Price as a forgivable loan (“Loan”), pursuant to a Forgivable Loan Agreement and Promissory Note, and secured by a mortgage, substantially in the form of the documents attached hereto as **Exhibit B**.

**3. Application Fee.** Purchaser has paid an Application Fee of Zero and no/100 Dollars (\$0.00) that will be credited to Purchaser at closing. Purchaser acknowledges that the Application Fee will be retained by Seller if Purchaser does not complete the purchase of the Property.

**4. Closing.** The closing of the purchase and sale (the “Closing”) shall take place no later than thirty (30) days (the “Closing Date”) after CCLBA provides the Purchaser notice of its acquisition of the Property (“Notice of Acquisition”) at a mutually agreeable time at the offices of the title company of Seller’s choice, unless otherwise agreed to by the Parties (“Title Company”). If Closing takes place at Seller’s preferred Title Company, Seller shall pay all costs of escrow and settlement associated with issuance of an ALTA owner’s title insurance policy. If the Parties agree to close at the Title Company of Purchaser’s choice the Purchaser shall pay all costs of escrow and settlement. The Payment, as adjusted by any prorations, shall be paid in full at Closing by wire transfer or as otherwise agreed to by the Parties in writing.

**5. Title.** At Seller’s expense, Seller will deliver or cause to be delivered to Purchaser or Purchaser’s attorney, within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA owner’s title insurance policy in the amount of the Total Purchase Price with extended coverage and issued by Seller’s preferred Title Company on or subsequent to the Effective Date. The requirement to provide extended coverage shall not apply if the Property is unimproved land and Purchaser shall pay the costs associated with any mortgage policy or endorsements required by Purchaser or Purchaser’s lender. If Purchaser elects to acquire title services from the Title Company of Purchaser’s choice, Purchaser shall:

- A) Pay all escrow, settlement, and title charges; and
- B) At the time of Purchaser’s execution of this Agreement, indicate to Seller’s attorney whether Purchaser will acquire title services from a Title Company of Purchaser’s choice.

**6. Closing Costs; Related Fees.** Notwithstanding local custom, all costs of Closing, and related costs of due diligence (“Closing Costs”), shall be paid as follows:

A) Seller shall pay:

1. The costs associated with the issuance of an ALTA owner’s title insurance policy issued by the Title Company of Seller’s choice;
2. The costs of escrow and settlement services provided by the Title Company of Seller’s Choice related to the ALTA owner’s title insurance policy;
3. The costs of obtaining any required real estate transfer tax stamp, except any realty transfer tax the Purchaser is responsible for;
4. The costs of recording the satisfaction of any existing mortgage and any other documents necessary to make title marketable; and
5. The costs of recording the Deed (as defined herein) and Seller’s mortgage (attached as Exhibit B).

B) Purchaser shall pay:

1. The balance of the Purchase Price;
2. The costs of any realty transfer tax due on the sale and designated as Purchaser’s cost by the municipality;
3. Any mortgage policy or endorsements required by the Purchaser or Purchaser’s lender and issued by Seller’s preferred Title Company, and any related escrow and settlement fees;
4. The costs of any survey that Purchaser may choose to acquire;
5. The costs of recording any purchaser recordings;
6. Any other Closing Costs not expressly assumed by the Seller in this Agreement; and
7. If Purchaser chooses to acquire an ALTA owners title insurance policy from the Title Company of Purchaser’s choice, Purchaser shall pay all title, escrow, or settlement services.

**7. Rights of Inspection; Inspection Period.** Purchaser, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Property and all parts thereof, upon reasonable notice to Seller. Purchaser and its agents and representatives shall also have the right to enter upon the Property at any time after the Notice of Acquisition for any purpose related to this transaction, including inspecting, surveying, engineering, testing of mechanical systems, performance of environmental tests and such other work as Purchaser shall consider appropriate (the “Inspections”), provided that Purchaser shall hold Seller harmless and fully indemnify Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Purchaser, its agents, or representatives upon the Property, and shall have the further right to make such inquiries of governmental agencies and utility companies, and to make such feasibility studies and analyses as it considers

appropriate. Seller shall cooperate with Purchaser with respect to the Inspections, including but not limited to the execution of any documents reasonably necessary for such Inspections, provided that Seller shall bear no expense in connection therewith.

The obligations of Purchaser under this Agreement are expressly subject to and conditioned upon the determination by Purchaser, in its sole discretion and judgment that the Property is satisfactory for the uses and purposes intended by Purchaser, which determination shall be made within the time periods herein provided. In the event such conditions to Purchaser's obligations have not been satisfied within thirty (30) days of the Notice of Acquisition (such 30 day period from the Notice of Acquisition being herein referred to as the "Inspection Period"), Purchaser shall have the right, by written notice delivered to Seller on or before the last day of the Inspection Period, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the end of the Inspection Period, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement. Should Purchaser fail to deliver to Seller such written notice, Purchaser shall be deemed to have waived its rights to terminate this Agreement pursuant to this Section.

**8. Recognition of CCLBA Acquisition.** Purchaser understands that the Seller acquired the Property "as is" and "with all faults." Seller did not originally construct any improvements on the Property. Seller has not occupied the Property for its own use. As stated throughout this Agreement, Seller has no knowledge, and makes no representations, about any Property condition, impairment or other encumbrance.

**9. Control of Property.** Prior to Closing and subject to Purchaser's indemnification obligations set forth in this Agreement, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Property. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller, without liability on its part, by so notifying Seller. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned or distributed in the following manner: (a) Seller shall receive an amount sufficient to cover the total costs expended by the Seller pertaining to the Property, including but not limited to, survey costs, inspection costs, real estate taxes and administrative fees; and (b) all remaining proceeds shall be paid to the Purchaser on the Closing Date.

**10. Representations of Seller.** In order to induce Purchaser to enter into this Agreement, Seller represents, warrants and covenants to Purchaser as follows:

A) Seller has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated herein and to execute and deliver all documents and instruments to be delivered by Seller hereunder. The individual(s) executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

B) THE PROPERTY IS BEING SOLD IN AN "**AS IS**" CONDITION AND "**WITH ALL FAULTS**" AS OF THE DATE OF THIS AGREEMENT AND OF CLOSING. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, EMPLOYEE, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO

ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES, ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ATTACHED HERETO.

**11. *Condition of Property.***

A) PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. Purchaser acknowledges that Seller, its agents and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

1. The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements;
2. The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
3. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including redhibitory vices and defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, would cause the Purchaser to refuse the Property.

B) Purchaser understands that mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal



and real Property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property. To the extent that any Mold is identified on the Property, Purchaser agrees to take all necessary measures to protect the health, safety, and welfare of Property inhabitants.

C) The Closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

D) Seller shall have absolutely no duty to modify, alter or clean the Property (or remove any contents at the Property, and in that regard the Seller represents that no other person has any right or claim to any contents in or at the Property and that the Seller's Bill of Sale will include such contents).

E) Purchaser waives any claim against Seller with respect to any of the Property conditions identified in this Section 11.

**12. Disclosure of Lead-Based Paint Hazards.** In the event the improvements on the Real Estate are improved with residential dwellings built prior to 1978, the Purchaser hereby acknowledges that:

A) the Purchaser has received the following Lead Warning Statement, and understands its contents:

“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”

B) the Purchaser has received a Lead Hazard Information pamphlet;

C) Seller has no reports, records, or knowledge of lead-based paint and/or lead-based paint hazards in the Property; and

D) Purchaser hereby waives any rights and/or remedies against the Seller provided to him as a Purchaser in the Residential Lead-Based Paint Hazard Reduction Act, including the Purchaser's ten day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

**13. *Occupancy Status of Property.*** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property. The Purchaser acknowledges that Closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property.

**14. *Good Faith Effort to Maintain.*** Purchaser agrees to make a good faith effort to maintain the Property in compliance with all federal, state, and local building and housing codes applicable to the Property.

**15. *Personal Property.*** The Seller makes no representation or warranty as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Seller assumes no responsibility for any personal Property remaining on the Property at the time of Closing.

**16. *Taxes and Special Assessments.*** All general real estate taxes and special assessments that are levied with respect to the Property for the year of Closing will be prorated between Purchaser and Seller as of the business day immediately prior to the Closing Date. If the actual amount of taxes levied for the year of Closing cannot be determined, then the proration shall be based upon 100% of the most recent ascertainable full year tax bill. Purchaser agrees to release Seller from any and all claims arising from the adjustment or proration or errors in calculating the adjustment or proration that are or may be discovered after closing.

**17. *Seller's Obligations at Closing.*** At or prior to the Closing Date, Seller shall:

A) Deliver to the Title Company a duly recordable Special Warranty Deed to the Property conveying to Purchaser fee simple title to the Property and all of Seller's rights appurtenant thereto, together with all required transfer declarations duly executed by Seller;

B) Deliver to Purchaser any documents in Seller's possession with regard to any survey of the Property;

C) Deliver to the Title Company the affidavit of Seller confirming that Seller is not a "foreign corporation" within the meaning of Section 1445 of the Internal Revenue Code;

D) Deliver to the Title Company an ALTA Statement executed by Seller;

E) Deliver to the Title Company an affidavit stating that there is no Property manager at the Property; and

F) Deliver to the Title Company a settlement statement.

**18. *Purchaser's Obligations at Closing.*** At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Seller of its obligations as set forth herein, Purchaser shall deliver the full balance of the Payment, and pay Purchaser's Closing Costs outlined herein. At or before

Closing, Purchaser shall execute and deliver to the Title Company or Seller such documents, and perform such acts, as are reasonably necessary to accomplish and/or consummate the Closing, including execution of the Forgivable Loan Agreement and Promissory Note and Mortgage.

**19. Certificate of Occupancy.** If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser's sole expense.

**20. Delivery of Possession of Property.** The Seller shall deliver possession of the Property to the Purchaser at Closing. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under the Agreement and the Seller may terminate the Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to Closing, and waives any and all claims for damages or compensation for alterations made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.

**21. Deed.** The deed to be delivered by Seller at Closing shall be a special warranty deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Title when conveyed will be subject to conditions subsequent and the right of reentry set forth in **Exhibit C**. Any reference to the term "Deed" herein shall be construed to refer to such form of deed. Under no circumstances shall Seller be required to deliver any form of deed which grants a general warranty of title.

**22. Defects in Title.** If the Purchaser raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Purchaser. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then this Agreement shall remain in full force and the Purchaser shall perform pursuant to the terms set out in this Agreement. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable, and any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. In the event the Seller is not able to make the title insurable or correct any problem or Purchaser is not able to obtain title insurance from a reputable title insurance company, all as provided herein, the Purchaser may terminate this Agreement. If the Purchaser elects to take title subject to the title objections, the Purchaser shall so notify the Seller. The Purchaser's silence as to any title objections shall be deemed as acceptance.

**23. Conditions to the Seller's Performance.** The Seller shall have the right prior to Closing, at the Seller's sole discretion, to terminate this Agreement if:

A) The Seller determines that it is unable to convey title to the Property insurable by a reputable title insurance company at regular rates;

B) Full payment of any Property, fire or hazard insurance claim is not confirmed prior to the Closing;

C) Any third Party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;

D) The Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind;

E) This Agreement was accepted and executed by Seller in noncompliance with the Cook County Land Bank Authority's policies, procedures or guidelines;

F) Seller determines in its sole discretion that the sale of the Property will subject Seller to liability and/or have an impact on pending, threatened or potential litigation;

G) Purchaser fails to execute and deliver the Forgivable Loan Agreement and Mortgage;

H) The Purchaser is the former owner or mortgagor of the Property, or is related to or affiliated in any way with the former owner or mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies; or

I) Material misrepresentation by the Purchaser.

**24. Indemnification.** The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its officers, directors, employees, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

A) Inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns;

B) Claims, liabilities, fines or penalties resulting from the Purchaser's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;

C) Claims for amounts due and owed by the Seller for taxes, homeowner association dues or assessment, including any penalty or interest and other charges related thereto.

D) The Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to Closing and/or issuance of required Certificates of Occupancy.

**25. Risk of Loss.** In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to Closing, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate the Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. Whether or not Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Total Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement.

**26. Keys.** The Purchaser understands that the Seller may not be in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, and any cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any and all costs associated with activating the alarm, including changing the access code or obtaining keys.

**27. Survival.** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, including but not limited to any condition subsequent, shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

**28. Brokerage.** Each Party shall individually pay for all costs and fees associated with any broker they have or may retain as part of the purchase and sale of the Property (i.e. Seller pays for Seller's broker; Purchaser pays for Purchaser's broker). Seller and Purchaser hereby agree to indemnify and hold one another harmless for any claim (including reasonable expenses incurred in defending such claim) made by a broker or sales agent or similar Party in connection with this transaction and claiming by or through the indemnifying Party and not disclosed herein. The provisions of this Section shall survive the Closing.

**29. Remedies.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to either: (i) terminate this Agreement; or (ii) pursue specific performance, at Purchaser's discretion. In the event of termination, the Parties agree to refund to the originating Party any funds paid as part of the transaction. Seller and Purchaser hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

**30. Contingent on CCLBA Acquisition of Property.** This Contract is contingent upon Seller's acquisition of the Property prior to September 30, 2019 ("Acquisition Deadline"). If, at any time, Seller notifies Purchaser that Seller will not be acquiring the Property prior the Acquisition Deadline, this Contract shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

**31. Good Standing.** If Purchaser obtains or plans to obtain financing related to the purchase, construction, or rehabilitation of the Property, Purchaser must be in good standing with the lender providing any such financing at the time of Closing. To comply with this provision, upon request by Seller, Purchaser must provide evidence of good standing with the lender. For purposes of this section, a Purchaser is in good standing with a lender if (a) the lender provides a written statement certifying that the Purchaser is in good standing under the lender's established standard for what constitutes a borrower in good standing; or (b) if the lender does not have an established standard for what constitutes a borrower in good standing, the lender provides a written statement that Purchaser is not in default in relation to any financing agreement between Purchaser and the lender and does not have a history of delinquency in relation to any financing agreements between Purchaser and the lender that would materially affect Purchaser's ability to obtain financing from the lender.

**32. Miscellaneous.** The following general provisions govern this Agreement.

A) No Waivers. The waiver by either Party hereto of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other

condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. Either Party, in its sole discretion may waive any right conferred upon such Party by this Agreement; provided that such waiver shall only be made by giving the other Party written notice specifically describing the right waived.

B) Time of Essence. Time is of the essence of this Agreement.

C) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.

D) Attorney Review. Purchaser's execution of this Agreement shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain and consult with legal counsel regarding the Agreement and the Exhibits attached hereto. Further, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

E) Notices. All notices and demands given or required to be given by any Party hereto to any other Party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt), or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows hereafter (or sent to such other address as any Party shall specify to the other Party pursuant to the provisions of this Section) Notwithstanding the foregoing, the Parties hereby agree that all notices required under the Agreement shall be in writing and shall be deemed properly served if sent via E-Mail if an E-Mail address has been furnished by the recipient party or the recipient party's attorney to the sending party. Notice shall be effective as of date and time of E-Mail transmission, provided that, in the event E-Mail notice is transmitted after 5:00 P.M. Central Standard Time and before 9:00 A.M. Central Standard Time, the effective date and time of such notice is the first hour of the next business day after transmission:

If to Seller:  
Darlene Dugo  
Cook County Land Bank Authority  
69 W. Washington Street, Suite 2938  
Chicago, Illinois 60602  
Darlene@cookcountylandbank.org

With a copy to:  
Stephen M. Soltanzadeh  
Denzin Soltanzadeh LLC  
190 S. LaSalle Street, Suite 2160  
Chicago, Illinois 60603  
ssoltanzadeh@denzinlaw.com

If to Purchaser:  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439  
gschafer@lemont.il.us

With a copy to:  
Matt Byrne  
Odelson & Sterk, Ltd.  
3318 West 95th Street  
Evergreen Park, Illinois 60805  
mbyrne@odelsonsterk.com

In the event either Party delivers a notice by facsimile, as set forth above, such Party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any Party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such Party.

F) Assignability. In no event may Seller convey or encumber the Property during the term of this Agreement, and neither Seller nor Purchaser may assign this Agreement or its rights herein to any third Party. The foregoing restriction to the contrary notwithstanding, Purchaser shall have the unrestricted right on or before the Closing Date to assign Purchaser's rights and obligations under this Agreement to any entity owned or controlled by Purchaser. Upon such assignment, Purchaser shall remain liable pursuant to the terms of this Agreement.

G) Severability. If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the Parties hereto.

H) Disputes. Notwithstanding any other provisions herein to the contrary, if any action or proceeding is brought by Seller or Purchaser to interpret the provisions hereof or to enforce either Party's respective rights under this Purchase Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party therein, in addition to all other remedies, all costs incurred by the prevailing Party in such action or proceeding, including reasonable attorney's fees and court costs.

I) Complete Agreement. All understandings and agreements heretofore had between the Parties are merged into this Agreement which alone fully and completely expressed their agreement. This Agreement may be changed only in writing signed by both of the Parties hereto and shall apply to and bind the successors and assigns of each of the Parties hereto and shall merge with the deed delivered to Purchaser at Closing except as specifically provided herein.

J) No Third Party Beneficiaries. The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

K) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

**PURCHASER:**

Village of Lemont

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority

By: \_\_\_\_\_

Robert Rose  
Executive Director

Date: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION**

PART OF LOT 39 IN COUNTY CLERK'S SUBDIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 22-21-200-078-0000

Address of Real Estate: 14501 Main Street, Lemont, Illinois 60439

**EXHIBIT B**

**FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE**

This Loan Agreement and Promissory Note (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), between the County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority (“CCLBA”), and Village of Lemont (“Borrower”) (collectively the “Parties”).

**RECITALS**

WHEREAS, CCLBA was created by Cook County Ordinance 13-0-07 to facilitate the redevelopment and rehabilitation of vacant, abandoned, foreclosed or tax delinquent properties, to support efforts to stabilize neighborhoods, to help stabilize the tax base, and to enhance economic activities; and

WHEREAS, CCLBA is authorized to acquire and retain security interests in any real property or other fixtures by loan agreement, note, or mortgage; and

WHEREAS, CCLBA is the fee owner of real property located at 14501 Main Street, Lemont, Illinois 60439, and as legally described in **Exhibit A** (“Property”); and

WHEREAS, Borrower desires to purchase the Property from CCLBA, pursuant to the terms of that certain Purchase and Sale Agreement dated \_\_\_\_\_, in order to help facilitate redevelopment, stabilization, and economic activity; and

WHEREAS, CCLBA has determined that this transaction warrants funding so that it can secure potential economic benefits for the public; and

WHEREAS, Borrower has specified that this funding will be used to finance the purchase of the Property; and

WHEREAS, CCLBA has authorized the sale of the Property to Borrower for Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00) (“Total Purchase Price”) and Borrower has agreed to pay Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) at Closing (“Payment”), with CCLBA agreeing to lend One Thousand and no/100 Dollars (\$1,000.00) (“Loan”) as a non-recourse, no interest, forgivable loan pursuant to the following terms and secured by a mortgage (“Mortgage”).

WHEREAS, CCLBA agrees to forgive the Loan and release the Mortgage if the conditions described herein are satisfied.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the Parties agree as follows:

## AGREEMENT

1. **Recitals**: All above-stated recitals are incorporated by reference herein.
2. **Loan Amount and Terms**: Subject to the terms and conditions of the Purchase and Sale Agreement, CCLBA hereby agrees to provide Borrower with the principal sum of up to One Thousand and no/100 Dollars (\$1,000.00) for a thirty-six (36) month period (“Term”). No interest shall accrue on the principal balance at any point during the Term of this Loan Agreement. No payments shall be due on the Loan unless there is a default, as described in Section 15 herein. Should a default occur, the outstanding principal balance will be immediately due and payable in accordance with the provisions set forth herein. Borrower shall have the right to prepay any part or all of the unpaid principal balance at any time without penalty. This loan is not assignable or transferable, unless agreed to by CCLBA’s Executive Director in writing.
3. **Non-Recourse Loan**: CCLBA’s only recourse for the satisfaction of the Loan shall be CCLBA’s exercise of its rights and remedies with respect to the Property and any other collateral held by CCLBA as security for the Loan.
4. **Borrower’s Obligations**: In consideration of the Loan, Borrower commits to the following (“Borrower’s Obligations”):
  - a. Borrower shall bring the Property into compliance with all federal, state, and local building, housing and property maintenance codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement confirming that the Property is code compliant) from the governing municipality, within twelve (12) months from the closing date of CCLBA’s sale of the Property to Borrower;
  - b. Borrower shall, within ninety (90) days from the closing date of CCLBA’s sale of the Property to Borrower, commence any work that is necessary to bring the Property into Compliance, as described in the preceding paragraph; and
  - c. Once Borrower obtains a certificate of occupancy or any equivalent certification, Borrower shall maintain the Property in compliance with all federal, state, and local codes, regulations and laws.
5. **Forgiveness of Debt**: Subject to Borrower’s compliance with all terms of this Loan Agreement, including all Borrower Obligations set forth herein, the Loan will be forgiven and CCLBA will release its Mortgage upon:
  - a. (1) The sale of the Property to a third-party owner-occupant; and (2) compliance with Borrower’s Obligations as set forth in Section 4 of this Loan Agreement; or
  - b. (1) The end of the thirty-six (36) month Loan Term; and (2) compliance with Borrower’s Obligations as set forth in Section 4 of this Loan Agreement.

However, regardless of subsections (a) and (b) of this section, in the event of a default, as described in Section 15 below, the entire outstanding principal balance of the Loan will be immediately due and payable.

6. **Mortgage**: In addition to the protections given to CCLBA under this Loan Agreement, a Mortgage from Borrower to CCLBA will be recorded to secure the obligations set forth herein. The Mortgage may describe additional conditions and other rights CCLBA has if Borrower fails to comply.
7. **Release of Mortgage**: CCLBA shall release its Mortgage and lien thereof by proper instrument upon (i) payment and discharge of all indebtedness secured by the Mortgage or (ii) forgiveness of debt as detailed in Section 5 above.
8. **Obtaining A Release Upon Forgiveness of Debt**:
  - a. In order to obtain a release of the Mortgage from CCLBA upon forgiveness of the debt as detailed in section 5(a) above, Borrower must provide CCLBA a written request for a release with the following:
    1. a copy of the fully executed purchase and sale agreement between Borrower and a Third-Party Owner-Occupant purchaser (“Third-Party Owner-Occupant”) for the sale of the Property from Borrower to the Third-Party Owner-Occupant;
    2. an affidavit from the Third-Party Owner-Occupant, signed by the Third-Party Owner-Occupant and notarized, attesting that the Third-Party Owner-Occupant intends to occupy the property as the Third-Party Owner-Occupant’s primary residence upon purchasing the property from Borrower; and
    3. evidence that Borrower has brought the Property into compliance with all federal, state, and local building and housing codes applicable to the Property, with any and all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification.

Within ten (10) days of receiving the request for a release, if all conditions for forgiveness of debt under section 5(a) as set forth in this Loan Agreement are met, CCLBA will provide a release of the mortgage. Said release will be delivered to the title company or closing specialist responsible for closing Borrower’s sale of the Property to the Third-Party Owner-Occupant with escrow instructions that the release is to be effective, and is to be recorded, upon closing of Borrower’s sale of the Property to the Third-Party Owner-Occupant.

If all conditions for forgiveness of debt under section 5(a) as set forth in this Loan Agreement are not met, CCLBA will, within ten (10) days of receiving the request for a release, deny Borrower’s request for a release, providing CCLBA’s reasons for denying the request and what steps, if any, Borrower can take to obtain the release.

- b. In order to obtain a release of the Mortgage from the CCLBA upon forgiveness of the debt as detailed in section 5(b) above, Borrower must provide the CCLBA a written request for a release with the following:
  1. documentation, such as, but not limited to, a copy of the deed or closing statement from the sale of the Property from CCLBA to Borrower, showing that at least 36 months has passed since the closing of CCLBA’s sale of the property to Borrower; and

2. evidence that Borrower has brought the Property into compliance with all federal, state, and local building and housing codes applicable to the Property, with any and all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification.

Within ten (10) days of receiving the request for a release, if all conditions for forgiveness of debt under section 5(b) as set forth in this Loan Agreement are met, the CCLBA will provide Borrower with a release of the Mortgage.

If all conditions for forgiveness of debt under section 5(b) as set forth in this Loan Agreement are not met, the CCLBA will, within ten (10) days of receiving the request for a release, deny Borrower's request for a release, providing CCLBA's reasons for denying the request and what steps, if any, Borrower can take to obtain the release.

9. **Subordination:** In the event that the Borrower needs to obtain financing to fund the acquisition or redevelopment of the Property, CCLBA agrees to execute a subordination agreement that subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Mortgage.
10. **Insurance:** Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at the Property. Evidence of such coverage will be provided to the CCLBA upon written request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in the Property, and pay CCLBA the entire outstanding principal balance. In the event of such loss, Borrower agrees to repay CCLBA any outstanding principal balance.
11. **Services Provided to Borrower:** CCLBA is not obligated to provide any services to Borrower other than those specified in this Loan Agreement.
12. **Period of Performance:** The Loan Agreement will terminate at the end of the Term, or upon prior release of the Loan and Mortgage under the terms of this Loan Agreement, as amended or modified by mutual agreement of the Parties in writing.
13. **Monitoring and Reporting:** During the Term of the Loan CCLBA may request, and Borrower promises to produce, documentation or certification demonstrating that the Property substantially complies with the provisions of the building and housing codes applicable to the Property and any other documentation as may be reasonably necessary to determine Borrower's compliance with the conditions set forth by the Loan Agreement.
14. **Waivers:** Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right by CCLBA under this Loan Agreement shall operate as a waiver of any other payment or right.
15. **Default:** This Loan Agreement shall be considered in default and any principal balance outstanding is due and payable if:
  - a. Borrower fails to bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a

certificate of occupancy or any equivalent certification within twelve (12) months from the closing date of CCLBA's sale of the Property to Borrower; or

- b. Borrower fails to commence any work that is necessary to bring the Property into Compliance, as described in the preceding paragraph, within ninety (90) days from the closing date of CCLBA's sale of the Property to Borrower. To avoid default under this provision, Borrower must, within five business days of any request from CCLBA, demonstrate to CCLBA's satisfaction that within ninety (90) days from the closing date of CCLBA's sale of the Property to Borrower, Borrower has taken some step toward bringing the Property into such compliance, including, but not limited to, construction work, necessary demolition work, requests for necessary permits, development of site plans, or other steps necessary toward bringing the Property into compliance; or
- c. Once Borrower obtains a certificate of occupancy or any equivalent certification, Borrower fails to maintain the Property in compliance with all federal, state, and local codes, regulations and laws for the remaining Term of the Loan; or
- d. Once the Property is occupied, Borrower fails to maintain the Property in compliance with all federal, state, and local codes, regulations and laws for the remaining term of the Loan. If Borrower is notified of noncompliance with the local building ordinance, Borrower is allowed a reasonable amount of time to bring said property back into compliance; or
- e. Borrower sells, abandons, or otherwise transfers, whether voluntary or involuntary, the Property prior to completing all Borrower Obligations, set forth in Section 4 hereto; or
- f. Borrower sells, abandons, or otherwise transfers, whether voluntary or involuntary, the Property to a non-owner occupant; or
- g. Borrower otherwise fails to satisfy any obligation set forth in this Loan Agreement.

Should it become necessary to collect the monetary obligations of this Loan Agreement through an attorney, Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

- 16. **Right to Cure:** Notwithstanding any other provision in this Loan Agreement, CCLBA may, at its own discretion, provide terms for curing any default under this Loan Agreement ("Remedial Terms and Conditions"). Borrower's failure to strictly comply with any Remedial Terms and Conditions shall constitute default under Section 15.
- 17. **Indemnification:** Borrower shall indemnify, defend, and hold harmless CCLBA and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Loan Agreement by Borrower or any party in a relationship with Borrower. The liability of Borrower under this Loan Agreement shall continue after the termination of the Loan Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Loan Agreement.
- 18. **Amendments:** Changes to this Loan Agreement will not be effective or binding unless in writing and signed by both Parties to the Loan Agreement.

19. **Governing Law:** This Loan Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Cook, State of Illinois.
20. **Authorization to Contract:** Before or at the time of execution of the Loan Agreement, Borrower must be able to provide evidence that it is duly incorporated, in good standing in the State of its incorporation, authorized to do business in the State of Illinois, and authorized to enter into this Loan Agreement. Borrower shall provide evidence to CCLBA demonstrating that the person executing the Loan Agreement and any supporting documents is authorized to act on behalf of Borrower in such a transaction.
21. **Termination of Agreement:** In addition to any other available legal or equitable remedy, CCLBA may terminate the Loan Agreement, in whole or in part, if Borrower has failed to comply with the conditions of the Loan Agreement and such failure has resulted in a default as set forth in Section 15 of this Loan Agreement. CCLBA shall provide the Borrower with written notice and the reasons for termination prior to termination.
22. **Severability:** The invalidity of any one or more phrases, sentences, clauses, or section contained in this Loan Agreement shall not affect the remaining portions of this Loan Agreement, or any part thereof. Further, various headings included in this Loan Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Loan Agreement.
23. **Complete Document:** The Parties agree this Loan Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.
24. **Assignment:** The Parties further agree that this Loan Agreement may not be assigned by Borrower without prior written approval by CCLBA.
25. **Binding Effect:** The provisions of this Loan Agreement shall both bind and benefit Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.
26. **Notices:** Notifications required pursuant to this Loan Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing. Notwithstanding the foregoing, the Parties hereby agree that all notices required under the Loan Agreement shall be in writing and shall be deemed properly served if sent via E-Mail if an E-Mail address has been furnished by the recipient party or the recipient party's attorney to the sending party. Notice shall be effective as of date and time of E-Mail transmission, provided that, in the event E-Mail notice is transmitted after 5:00 P.M. Central Standard Time and before 9:00 A.M. Central Standard Time, the effective date and time of such notice is the first hour of the next business day after transmission.

**If to CCLBA:**

Darlene Dugo  
Cook County Land Bank Authority  
69 W. Washington Street, Suite 2938  
Chicago, Illinois 60602  
Darlene@cookcountylandbank.org

**With a copy to:**  
Stephen M. Soltanzadeh  
Denzin Soltanzadeh LLC  
190 S. LaSalle Street, Suite 2160  
Chicago, Illinois 60603  
ssoltanzadeh@denzinlaw.com

**If to Borrower:**  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439  
gschafer@lemont.il.us

**With a copy to:**  
Matt Byrne  
Odelson & Sterk, Ltd.  
3318 West 95th Street  
Evergreen Park, Illinois 60805  
mbyrne@odelsonsterk.com

27. **Time is of the Essence; Venue:** Time is of the essence hereunder. Borrower hereby submits (and waives all rights to object) to non-exclusive personal jurisdiction in the State of Illinois, and venue in the county in which payment is to be made as specified in the Agreement, for the enforcement of any and all obligations under this Agreement. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year identified by the CCLBA below.

**BORROWER:**

Village of Lemont

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CCLBA:**

County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority

By: \_\_\_\_\_

Robert Rose  
Executive Director

Date: \_\_\_\_\_



EXHIBIT A TO FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

Legal Description

PART OF LOT 39 IN COUNTY CLERK'S SUBDIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 22-21-200-078-0000

Address of Real Estate: 14501 Main Street, Lemont, Illinois 60439

Permanent Tax Index Number:

22-21-200-078-0000

*This space reserved for Recorder's use only.*

MORTGAGE

THIS INDENTURE (herein "Mortgage"), made on \_\_\_\_\_, 20\_\_\_\_, between Village of Lemont, whose mailing address is 14501 Main Street, Lemont, Illinois 60439, herein referred to as "MORTGAGOR," and County of Cook, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority, whose mailing address is 69 W. Washington Street, Suite 2938, Chicago, IL 60602, herein referred to as "MORTGAGEE," witnesseth:

THAT WHEREAS the Mortgagor and the Mortgagee are parties to that certain Forgivable Loan Agreement and Promissory Note between Village of Lemont and Cook County, Illinois, a body politic and corporate, d/b/a Cook County Land Bank Authority dated \_\_\_\_\_ (herein, the "Loan Agreement"), for loan funding related to the purchase of 418 Main Street, Lemont, Illinois 60439 ("Property"), pursuant to which the Mortgagee has agreed to advance funds to the Mortgagor and in consideration thereof the Mortgagor has agreed to comply with the terms and conditions of the Loan Agreement, which includes, upon the occurrence of certain events, the repayment of any funds advanced to the Mortgagor by the Mortgagee to the Mortgagor. Terms not otherwise defined herein shall have the meanings provided for in the Loan Agreement.

WHEREAS, Mortgagee has agreed to make a loan to Mortgagor in the maximum amount of One Thousand and no/100 Dollars (\$1,000.00) (the "Loan");

WHEREAS, the Loan is evidenced, secured and governed by, among other things, this Mortgage and that certain Loan Agreement of even date herewith;

NOW, THEREFORE, the Mortgagor, to secure its obligations under the Loan Agreement, and the performance of the covenants and agreements herein contained, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of the estate, right, title and interest therein, situate, lying and being in the County of Cook, and State of Illinois legally, as described on Exhibit "A" attached hereto and made a part hereof, which, with the property hereinafter described, is referred to herein as the "Premises;"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves, and water heaters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

The Loan shall have no interest and the Term of the Loan shall be designated in the Loan Agreement. Mortgagee's only recourse for the satisfaction of the Loan shall be Mortgagee's exercise of its rights and remedies with respect to the Property and any other collateral held by Mortgagee as security for the Loan.

TO HAVE AND TO HOLD the premises unto the MORTGAGEE, and the MORTGAGEE'S successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the MORTGAGOR does hereby expressly release and waive.

This Mortgage includes each and every one of the covenants, conditions and provisions appearing subsequent to the signature page hereof, all of which are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors, and assigns.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Mortgagor has caused its signature and seal to be hereto affixed and these presents to be signed by him on the day and year first written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged  
that he signed, sealed and delivered the said instrument as his free and voluntary act, for purposes therein  
set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

This instrument was prepared by and  
Should be returned to:

Stephen M. Soltanzadeh  
Denzin Soltanzadeh LLC  
190 S. LaSalle Street, Suite 2160  
Chicago, Illinois 60603  
ssoltanzadeh@denzinlaw.com

## THE COVENANTS, CONDITIONS AND PROVISIONS OF THE MORTGAGE

1. MORTGAGOR shall (1) comply with the Loan Agreement; (2) keep said premises in good condition and repair in accordance with local building codes without waste; (3) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; and (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof;

2. MORTGAGOR shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the MORTGAGEE duplicate receipts therefor. To prevent default hereunder MORTGAGOR shall pay in full under protest, in the manner provided by statute, any tax or assessment, which MORTGAGOR may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the MORTGAGEE the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by MORTGAGOR, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the MORTGAGEE'S interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the MORTGAGOR, upon demand by the MORTGAGEE, shall pay such taxes or assessments, or reimburse the MORTGAGEE therefore, to the extent allowed under law.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of this Mortgage or the Loan Agreement, the MORTGAGOR covenants and agrees to pay such tax in the manner required by any such law. The MORTGAGOR further covenants to hold harmless and agrees to indemnify the MORTGAGEE, and the MORTGAGEE'S successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of this Mortgage or the Loan Agreement.

5. MORTGAGOR shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the MORTGAGEE.

6. In case of default therein, MORTGAGEE may, but need not, make any payment or perform any act hereinbefore required of MORTGAGOR in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by MORTGAGEE to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon equal to the rate of interest of the first mortgage loan. Inaction of MORTGAGEE shall never be considered as a waiver of any right accruing to the MORTGAGEE on account of any default hereunder on the part of the MORTGAGOR.

7. The MORTGAGEE making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

8. MORTGAGOR shall pay each item of indebtedness herein mentioned if and when due according to the terms hereof. Upon an event of Default under the Loan Agreement and following any applicable notice and cure period, or upon a default of any of the terms and conditions herein and following any applicable notice and cure period, at the option of the MORTGAGEE, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Loan Agreement or in this mortgage to the contrary, become immediately due and payable

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, MORTGAGEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of MORTGAGEE for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as MORTGAGEE may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by MORTGAGEE in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the MORTGAGEE shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

10. In the event of a foreclosure of a prior mortgage or mortgages, or transfer in lieu of foreclosure, the MORTGAGOR agrees that the net proceeds, if any, of a foreclosure sale (after payment of the prior mortgage or mortgages) or transfer in lieu of foreclosure shall be paid to the MORTGAGEE in payment and satisfaction of the amount loaned herein.

11. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of MORTGAGOR at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the MORTGAGEE may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when MORTGAGOR, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by an decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof

or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law.

13. The MORTGAGEE shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provision hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the MORTGAGEE, notwithstanding such extension, variation or release.

15. MORTGAGEE shall release this mortgage and lien thereof by proper instrument upon (i) payment and discharge of all indebtedness secured hereby or (ii) forgiveness of indebtedness as detailed in the Loan Agreement.

16. This mortgage and all provisions hereof, shall extend to and be binding upon MORTGAGOR and all persons claiming under or through MORTGAGOR, and the word "MORTGAGOR" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed this mortgage. The word "MORTGAGEE" when used herein shall include the successors and assigns of the MORTGAGEE named herein and the holder or holders, from time to time, of the Loan Agreement secured hereby.

17. Notwithstanding any foregoing provision to the contrary, if the recapture of funds required under this Mortgage is triggered by a sale (voluntary or involuntary) of the premises, and there are no net proceeds or the net proceeds are insufficient to repay the sums due MORTGAGEE, the MORTGAGEE will only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment and any closing costs.

18. The terms and conditions recited and set forth in the Loan Agreement are fully incorporated in this Mortgage and made a part hereof. MORTGAGOR and its successors and assigns shall comply with each and every of the covenants and conditions set forth in the Loan Agreement and an Event of Default under any of the conditions or provisions of the Loan Agreement shall constitute a default hereunder.

19. Provided an event of default does not then exist, MORTGAGOR's obligations under this Mortgage shall be deemed satisfied in accordance with the terms of the Loan Agreement, and provided that Mortgagor has satisfied all of the terms and conditions precedent to the Mortgagee's release of his Mortgage, MORTGAGEE will promptly deliver to MORTGAGOR a fully-executed release, in recordable form, of this Mortgage.

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EXHIBIT A TO MORTGAGE

Legal Description

PART OF LOT 39 IN COUNTY CLERK'S SUBDIVISION OF SECTION 21, TOWNSHIP 37 NORTH,  
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number (PIN): 22-21-200-078-0000

Address of Real Estate: 14501 Main Street, Lemont, Illinois 60439



## EXHIBIT C

### PURCHASER OBLIGATIONS

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

**Within twelve (12) months from the execution date on the Deed, Purchaser/Grantee shall bring the Property into compliance with all federal, state, and local building and housing codes applicable to the Property and obtain all necessary approvals and certifications to permit occupancy of primary structures on the Property, including a certificate of occupancy or any equivalent certification (e.g. certified statement from governing municipality confirming that the Property is code compliant). Upon a showing of hardship, the period of compliance may be extended for up to six (6) months. Any extension shall only be effective if set forth in writing by the Executive Director of CCLBA.**

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a Certificate of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate").

In order to obtain the Certificate, Purchaser/Grantee must provide the CCLBA a written request for the certificate with documentation that Purchaser/Grantee has satisfied all conditions set forth herein. Within five (5) business days of receiving the documentation, CCLBA will (1) if all purchaser obligations set forth herein are met, provide the Certificate; (2) if all purchaser obligations set forth herein are not met, deny the request, providing CCLBA's reasons for denying the request and what steps, if any, Purchaser/Grantee can take to obtain the Certificate; or (3) give notice to Purchaser/Grantee that CCLBA intends to take reasonable further steps, including but not limited to inspecting the Property, to determine if all purchaser obligations have been met, after which it will grant the certificate upon satisfaction that all purchaser obligations have been met.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.