

Village of Lemont

Mayor

John Egofske

Village Clerk

Charlene Smollen

Administrator

George J. Schafer



Trustees

Janelle Kittridge

Ryan Kwasneski

Ken McClafferty

Dave Maher

Rick Sniegowski

Ronald Stapleton

VILLAGE BOARD MEETING

September 23, 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. September 09, 2019 Village Board Meeting Minutes
 2. September 16, 2019 Village COW Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Amending Section 9.20.060 (Video Gaming Permitted) of Chapter 9.20 (Gambling) of Title 9 (Public Peace, Morals and Welfare) of the Village Code
 - D. A Resolution Approving An Amendment to the master Services Agreement between Quicket Solutions, Inc. and the Village of Lemont
 - E. A Resolution Authorizing Approval of a Memorandum of Understanding with IMP LLC
- IV. Mayor's Report
 - A. Public Hearing pursuant to the requirements of Sections 10 and 20 of the Bond Issuance Notification Act of the State of Illinois, as amended on the plans to issue Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019 in the amount not to exceed \$3,600,000 and the General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2019 in the amount not to exceed \$6,000,000
 - B. Audience Participation

V. Clerk's Report

A. Ordinance

1. An Ordinance Amending Title 9, Chapter 9.08 – False Alarms of the Lemont Illinois Municipal Code
2. An Ordinance Amending Title 3 (Revenue and Finance) of the Municipal Code of the Village of Lemont to Impose a Municipal Cannabis Retailers' Occupation Tax

B. Resolution

1. A Resolution Approving a Class 6B Real Estate Tax Assessment Classification for the Property Located at 13511 Main Street, Lemont, Illinois (IMP LLC)
2. A Resolution Approving Lucky Trip Plat of Subdivision (13604 and 13624 S. Archer Avenue Lot Consolidation)
3. A Resolution approving Business District Improvement Grants for the August 31, 2019 Cycle in Lemont, IL
4. A Resolution Approving the Construction and Installation of Gateway Signage
5. A Resolution Authorizing Award of Contract for Fremont Alley Sanitary Sewer Project

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 120

1. Personnel - Appointment 2(c)1

XIII. Action on Closed Session Item(s)

XIV. Post Executive Session Action Item

1. Appointment of Commission Members

XV. Motion to Adjourn

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
September 09, 2019
6:30 p.m.

The regular meeting of the Lemont Village Board was held on Monday, September 9, 2019 at 6:30 p.m., with Mayor John Egofske presiding.

I. PLEDGE OF ALLEGIANCE

ROLL CALL: Maher, McClafferty, Stapleton, Kittridge, Kwasneski; present. Sniegowski; absent.

II. CONSENT AGENDA

- A. Approval of Minutes
 - 1. August 26, 2019 Village Board Meeting Minutes
- B. Approval of Disbursements
- C. Ordinance O-69-19 Amending Title 5 of the Lemont, Illinois Municipal Code
- D. Ordinance O-70-19 Amending Title 9 of The Lemont, Illinois Municipal Code
- E. Ordinance O-71-19 Amending Title 13 (Public Utilities) of the Village Municipal Code

Motion to approve the consent agenda by Stapleton, seconded by McClafferty, to approve the above items on the consent agenda by omnibus vote.

Roll call: Maher, McClafferty, Stapleton, Kittridge, Kwasneski; 5 ayes. Sniegowski; absent. Motion passed.

III. MAYOR'S REPORT

- A. Mayor's Mention
 - 1. Our Farmers Market, "Tuesday's on Talcott," is tomorrow and every Tuesday through October from 8 a.m. – 1 p.m. in the Talcott parking lot. Visit our website at, lemont.il.us/FarmersMarket , for more information.
 - 2. Pollyanna Brewing Company will hold their Oktoberfest 2019 this Saturday, September 14, at the Lemont Metra lot, from 12-11 p.m. Visit, Pollyanna's event page on their website at, PollyannaBrewing.com

3. We will hold a Recreational Marijuana Legislation Public Information Meeting on October 8 at 6:30 p.m. to relay information to our residents on the subject. More information will be provided closer to the date.
4. National Payroll Week was this past week and we want to acknowledge our payroll professionals in the Village of Lemont that play a key role in maintaining the economic health of Lemont, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement and carrying out tax withholding, reporting and depositing. It's quite a tax every payday, and thank you Chris, our Finance Director, and your staff and Kay Argo in HR for all of your efforts in keeping us in compliance.

B. Audience Participation- None

IV. CLERK'S REPORT

A. Ordinance

1. Ordinance O-72-19 Authorizing the issuance of Taxable General Obligation Refunding Bonds (Alternate Revenue Source), in one or more series, of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, in an aggregate principal amount not to exceed \$3,600,000 for the purpose of refunding certain outstanding obligations of the Village and paying for costs related thereto Motion by McClafferty, seconded by Maher, to adopt said ordinance. Roll call: Maher, McClafferty, Stapleton, Kittridge, Kwasneski; 5 ayes. Sniegowski; absent. Motion passed.
2. Ordinance O-73-19 authorizing the issuance of Waterworks and Sewerage Revenue Bonds of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, in an aggregate principal amount not to exceed \$6,000,000 or, in lieu thereof, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source) (said bonds being general obligation bonds to be issued in one or more series, on a taxable or tax-exempt basis, for which property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the net revenues of the waterworks and sewerage system of said Village) in an aggregate principal amount not to exceed \$6,000,000, for the purpose of paying the costs of improving the waterworks and sewerage system of the Village

Motion by Maher, seconded by McClafferty, to adopt said ordinance. Roll call: Maher, McClafferty, Stapleton, Kittridge, Kwasneski; 5 ayes. Sniegowski; absent. Motion passed.

B. Resolution

1. Resolution R-81-19 Authorizing Award of Contract for Stephen Resurfacing Illinois Street to River Street

Motion by Maher, seconded by Kwasneski, to adopt said resolution. Roll call: Maher, McClafferty, Stapleton, Kittridge, Kwasneski; 5 ayes. Sniegowski; absent. Motion passed.

2. Resolution R-82-19 Approving a Final Plat of Subdivision of Lots 1A, 3A and 5A in the Townhomes at Seven Oaks Located at 14280 McCarthy Road in Lemont, IL (Seven Oaks Resubdivision)

Motion by Stapleton, seconded by Kwasneski, to adopt said resolution. Roll call: Maher, McClafferty, Stapleton, Kittridge, Kwasneski; 5 ayes. Sniegowski; absent. Motion passed.

V. VILLAGE ADMINISTRATOR REPORT- NONE

VI. BOARD REPORTS- NONE

VII. STAFF REPORTS-

Public Works-

1. The 2 projects on Main St. should be completed by November, 2019.

Police-

1. Safety week will entail mainly pedestrian traffic problems in the Metra area downtown.

VIII. UNFINISHED BUSINESS- NONE

IX. NEW BUSINESS- NONE

X. EXECUTIVE SESSION-

Motion by Sniegowski, seconded by McClafferty, to close regular session and to move into Executive Session Discussion under Chapter 5 ILCS 120 of the Open Meetings Act to discuss:

- A. Real Estate Purchase or Lease 2(c)5
- B. Setting Price for Real Estate 2(c)6
- C. Compensation of an Employee(s) 2(c)1

Roll Call: Maher, McClafferty, Stapleton, Kittridge, Kwasneski; 5 ayes. Sniegowski; absent.
Motion passed.

XI. MOTION TO ADJOURN

There being no further business, a motion was made by Maher, seconded by Stapleton, to adjourn the meeting at 8:56 p.m. VV 5 ayes. Motion passed.

VILLAGE BOARD
Committee of the Whole Meeting
September 16, 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 6:30 p.m.

II. Roll Call

Present were Trustees, Kittridge, Maher, McClafferty and Stapleton. Also present were George Schafer, Jason Berry, Chris Smith, Ralph Pukula.

III. Discussion Items

A. Gateway Signage Discussion

Public Works Director, Ralph Pukula acquired proposal from Parvin-Clauss Sign Company Inc. and they provided designs for gateway signs. The signs will be 100% customized and it will have Lemont logo on it. Mr. Pukula presented the board with a banner with dimension of the letters for the gateway sign. Board discussed on the design and location of the signs. They agreed on three primary gateway signage around the Village. The locations that were decided are, Lemont road, 127th by I-355, McCarthy road right around Kensington and Archer Ave by Target. Trustee Maher says that, this is not the best use of Village money. Mayor Egofske says, "People want to see money spend on something that is visible and tangible, these signs shows Lemont pride." All other trustees, except Trustee Maher agreed to the proposal for 3 signs.

B. Business District Improvement Grant Discussion

Community Development Director, Jason Berry, presented this summer the Village reestablished business improvement grants. Last awarded in 2014, the current round of grants was extended to any commercial property in Lemont, with \$20,000 budgeted in the general fund. The program was promoted online, and merchant and chamber events, and in the Village newsletter. Eligibility, a list of reimbursable costs, and grant evaluation criteria were published with the grant application and online at <https://www.lemont.il.us/758/Business-District-Improvement-Grant> Nine applications were received. Eight are for downtown properties. Five are in either the Canal or TOD TIF district, which may provide additional funding. Eligibility requirements included a \$2,000 minimum project, but there was no maximum to the amount requested. The total project costs of all the grants received is \$124,801.27. The median project cost is \$13,569.29. The amount requested exceeds the amount budgeted. However, this is the first time the program has been offered since 2014, and the first time it's ever been offered to businesses outside the TIF district. 50% funding for General Fund support totals \$30,268.35; 50% funding for TIF eligible projects totals \$32,132.29. These grants would leverage nearly \$125,000 in building improvements and accomplish a significant goal of the 2030 Comprehensive Plan. The board agreed to the proposal and it will be added to the future board meeting for approval.

C. Class 6B Incentive Request at 13511 Main Street Discussion

Community Development Director, Jason Berry, presented this item on behalf of Scott L. David, representing IMP LLC and Profit Logistic, Inc. is seeking Village support for a Cook County Class 6B special assessment. Both IMP and Profit Logistic are owned by Ile "Eli" Stojcevski. The 5.8-acre property at 13511 Main Street was purchased in September 2017 for

\$1,300,000. The property is zoned M-3 Heavy Manufacturing District. Freight Transportation Terminal is a permitted use in this district.

A site development permit was issued by the Village in December 2018; a building permit was issued in February 2019 for a 13,000 SF building with 8,395 SF of office, and 5 bays for truck and trailer repair. The site has parking for 100 trailers. Construction has not begun, and there are no licenses or occupancies issued at 13511 Main Street.

Mr. David notes that Profit Logistics seeks to relocate to Lemont, bringing 25 FT employees, 45-50 daily trucking jobs, and 3-5 administrative jobs. Space will be available to lease, potentially bringing additional jobs.

The property is currently classed as 5-90 Commercial minor improvement. IMP paid \$32,190.53 in 2018 property taxes. It was previous classed as 1-90 Minor Improvement on Vacant Land and paid only \$6,385.23 in 2017. The site was last occupied by Arkema, a petrochemical manufacturing firm, and before that Cook Composites and Polymers. The property was divided in half for sale, with the east half of the Arkema site still on the market.

This Class 6B request is in anticipation of the Cook County Assessor's Office (CCAO) reassessment, based on a new assessment model put in place by Assessor Fritz Kaegi that is raising commercial and industrial valuations. The board does not have any issue with this parcel for a Cook County Class 6B special assessment. This item will be added to future board meeting for approval.

IV. Unfinished Business- None

V. New Business –

- A. Recreational Cannabis- Village is having a public meeting on recreational Marijuana on October 8th. The staff will be chipping in to do a memo on their expertise, Village Attorney Mike Stillman will be covering on the legal aspect of it, Chief will be covering the public safety aspects, Community Development Director Jason Berry would be covering the zoning concerns and Village Treasurer Chris Smith covering the financial side of it.
- B. Gaming Bill- Village Administrator, George Schafer stated that state legislator passed the gaming bill allowing a sixth machine. Our Attorney is recommending passing an ordinance allowing our gaming establishments to have sixth machine reflecting new state legislation. Businesses needs to come in and still apply for the sixth machine.

VI. Audience Participation – Lemont resident, Rick Lighthart mentioned he does not agree with a five story building being built in Peterson hardware property. He mentions it block will the view of the Village from the bridge. Mayor Egofski replied, that the developer have not presented any plan to the Board yet. Every development has to present it to the board and get approvals first before developing.

VII. The Committee of the Whole Meeting adjourned at 7:50 p.m.

Payment Register

From Payment Date: 9/10/2019 - To Payment Date: 9/23/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
19949	09/23/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$1,425.00		
	Invoice		Date	Description		Amount			
	19-09-01 4009		09/01/2019	Series 2012C Bond Fees #4009		\$475.00			
	19-09-01 7002		09/01/2019	Series 2014A bond fees #7002		\$475.00			
	19-09-01 8001		09/01/2019	Series 2014B bond fees #8001		\$475.00			
19950	09/23/2019	Open			Accounts Payable	AT&T	\$153.56		
	Invoice		Date	Description		Amount			
	19-09-9005		09/02/2019	126379005 - metra station internet		\$81.78			
	19-08-1261		08/31/2019	142021261 - Village Hall internet		\$71.78			
19951	09/23/2019	Open			Accounts Payable	Avalon Petroleum Company	\$7,403.96		
	Invoice		Date	Description		Amount			
	465420		08/28/2019	1300 gallons regular		\$3,385.46			
	465437		09/10/2019	1500 gallons regular		\$4,018.50			
19952	09/23/2019	Open			Accounts Payable	Beechen & Dill Homes Inc	\$6,000.00		
	Invoice		Date	Description		Amount			
	2017-00001220		09/13/2019	refund clean up deposit - 13431 Adeline Cir		\$1,000.00			
	2017-00001220(L)		09/13/2019	refund Landscape Bond		\$5,000.00			
19953	09/23/2019	Open			Accounts Payable	Bruno's Tuckpointing, Inc.	\$8,995.00		
	Invoice		Date	Description		Amount			
	19-0982		09/11/2019	castle bowl repairs		\$8,995.00			
19954	09/23/2019	Open			Accounts Payable	Burns Plumbing	\$600.00		
	Invoice		Date	Description		Amount			
	13553		09/16/2019	VH pipe leak repair		\$600.00			
19955	09/23/2019	Open			Accounts Payable	Canal Corridor Association	\$1,250.00		
	Invoice		Date	Description		Amount			
	1032		09/09/2019	35th Anniversary Passport Listing ad		\$1,250.00			
19956	09/23/2019	Open			Accounts Payable	Caribbean Pools Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000060		09/10/2019	refund clean up deposit		\$1,000.00			
19957	09/23/2019	Open			Accounts Payable	Cintas Corporation	\$245.65		
	Invoice		Date	Description		Amount			
	5014697061		09/12/2019	0010696710 - First Aid cabinet service - V.H.		\$126.09			
	5014697072		09/16/2019	0010444222 - First Aid cabinet service - P.D.		\$119.56			
19958	09/23/2019	Open			Accounts Payable	Cintas Corporation	\$97.45		
	Invoice		Date	Description		Amount			
	4029485216		09/05/2019	# 14949901 - Village Hall carpet mats		\$97.45			
19959	09/23/2019	Open			Accounts Payable	ComEd	\$359.90		
	Invoice		Date	Description		Amount			
	19-09-3016		09/03/2019	9338003016 - street lights - houston 1N schultz		\$23.15			
	19-08-2063 (2)		08/30/2019	1443022063 - street lights - KA Steel path		\$29.01			
	19-09-0155		09/03/2019	1515080155 - street lights - 451 Talcott		\$8.16			
	19-08-3015 (2)		08/30/2019	0432203015 - street lights - 44 Stephen St		\$247.65			
	19-09-4009		09/03/2019	0348764009 - street lights - 47 Stevens St		\$51.93			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19960	09/23/2019	Open			Accounts Payable	Conley Excavating, Inc.	\$200,537.10		
	Invoice		Date	Description		Amount			
	18325-2		09/03/2019	2019 water main improvements		\$200,537.10			
19961	09/23/2019	Open			Accounts Payable	Cook County Department of Public Health	\$600.00		
	Invoice		Date	Description		Amount			
	19-08-15		08/15/2019	Apr-Jun 2019 Health Inspections		\$600.00			
19962	09/23/2019	Open			Accounts Payable	Create Cut Invent / Closed Circuit Innovations Inc	\$2,430.00		
	Invoice		Date	Description		Amount			
	Oct 2019		09/01/2019	Security Camera Maintenance		\$2,430.00			
19963	09/23/2019	Open			Accounts Payable	Cross Points Sales, Inc.	\$220.00		
	Invoice		Date	Description		Amount			
	S994266		09/01/2019	well 4 alarm repair		\$220.00			
19964	09/23/2019	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date	Description		Amount			
	65312		09/06/2019	pd floor mats		\$68.10			
19965	09/23/2019	Open			Accounts Payable	ecology + vision, llc	\$150.00		
	Invoice		Date	Description		Amount			
	1040		08/31/2019	plan review #4 - Rolling Mdws		\$75.00			
	1041		08/31/2019	Plan Review #3 - Lucky Trip		\$75.00			
19966	09/23/2019	Open			Accounts Payable	Eich's Sports Inc.	\$191.50		
	Invoice		Date	Description		Amount			
	17783		09/16/2019	Inspector Uniform		\$191.50			
19967	09/23/2019	Open			Accounts Payable	EJ USA, Inc.	\$68.40		
	Invoice		Date	Description		Amount			
	110190074398		09/09/2019	repair supplies		\$68.40			
19968	09/23/2019	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,800.00		
	Invoice		Date	Description		Amount			
	2018806A		09/03/2019	I.T. Support		\$880.00			
	2018838		09/10/2019	I.T. Support		\$920.00			
19969	09/23/2019	Open			Accounts Payable	Halper, Peggy	\$50.00		
	Invoice		Date	Description		Amount			
	0112		09/12/2019	9/4/19 PZC Meeting Minutes		\$50.00			
19970	09/23/2019	Open			Accounts Payable	Kane, McKenna and Associates Inc	\$850.00		
	Invoice		Date	Description		Amount			
	16466		08/01/2019	Jul 2019 services		\$375.00			
	16321		05/31/2019	May 2019 Professional Services		\$475.00			
19971	09/23/2019	Open			Accounts Payable	Kenig, Lindgren, Ohara, Aboona, Inc	\$3,430.00		
	Invoice		Date	Description		Amount			
	25631		06/03/2019	Traffic Consultation		\$3,430.00			
19972	09/23/2019	Open			Accounts Payable	Lange's Woodland Flowers	\$74.95		
	Invoice		Date	Description		Amount			
	49258		08/06/2019	funeral arrangement		\$74.95			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19973	09/23/2019	Open			Accounts Payable	Lemont Ace Hardware	\$8.99		
	Invoice		Date	Description		Amount			
	8/31/19		08/31/2019	3542 - Aug 2019 misc hardware purchases		\$8.99			
19974	09/23/2019	Open			Accounts Payable	Look Nu, LLC	\$12.00		
	Invoice		Date	Description		Amount			
	484		09/01/2019	PD car washes August 2019		\$12.00			
19975	09/23/2019	Open			Accounts Payable	Martin Implement Sales	\$9,600.00		
	Invoice		Date	Description		Amount			
	E08174		09/06/2019	Light Unit		\$9,600.00			
19976	09/23/2019	Open			Accounts Payable	Metropolitan Industries Inc	\$947.50		
	Invoice		Date	Description		Amount			
	INV008555		08/13/2019	Keepataw Trails l/s repair		\$947.50			
19977	09/23/2019	Open			Accounts Payable	Midwest Fuel Injection	\$378.37		
	Invoice		Date	Description		Amount			
	N525406		09/09/2019	injector		\$378.37			
19978	09/23/2019	Open			Accounts Payable	Motorola Solutions - Starcom21 Network	\$1,900.00		
	Invoice		Date	Description		Amount			
	384248302018		09/01/2019	7120AA1 - ITTF User Fees		\$1,900.00			
19979	09/23/2019	Open			Accounts Payable	Municipal Code Corporation	\$800.00		
	Invoice		Date	Description		Amount			
	00332820		09/09/2019	Online Code Hosting		\$800.00			
19980	09/23/2019	Open			Accounts Payable	NiCor Gas	\$484.52		
	Invoice		Date	Description		Amount			
	19-09-0043 0		09/09/2019	69-22-85-0043 0 ruffled fthrs l/s		\$124.59			
	19-09-10005		09/09/2019	84-38-99-1000 5 chestnut crossing l/s		\$37.10			
	19-09-2000 4		09/03/2019	04-46-52-2000 4 well #4		\$34.96			
	19/09-9378 5		09/03/2019	25-59-90-9378 5 well #6		\$34.95			
	19/09-9589 2		09/05/2019	37-62-87-9589 2 target-kohls l/s		\$36.16			
	19/09-8700 1		09/04/2019	93-56-54-8700 1 smith farms l/s		\$34.96			
	19/09-4722 3		09/05/2019	91-25-56-4722 3 eagle ridge l/s		\$35.00			
	19/09-2382 4		09/04/2019	88-84-93-2382 4 glens of connemara l/s		\$39.81			
	19/09-2000 8		09/05/2019	37-54-52-2000 8 well #3		\$35.00			
	19/09-20008		09/05/2019	74-12-00-2000 8 harpers grove l/s		\$36.51			
	19-09-2000 6		09/03/2019	69-98-10-2000 6 oak tree ln l/s		\$35.48			
19981	09/23/2019	Open			Accounts Payable	PDC Laboratories	\$910.00		
	Invoice		Date	Description		Amount			
	I9383049		08/28/2019	sample testing		\$910.00			
19982	09/23/2019	Open			Accounts Payable	Politza, Robert	\$519.57		
	Invoice		Date	Description		Amount			
	19-08-01 RP		08/01/2019	2018 RE tax rebate		\$519.57			
19983	09/23/2019	Open			Accounts Payable	Rainbow Printing	\$873.75		
	Invoice		Date	Description		Amount			
	413817		08/22/2019	Inspection Report Forms		\$155.95			
	413827		08/28/2019	Sign for Gallery Opening		\$15.95			
	413841		09/05/2019	Letterhead, Business Cards, Rack Cards		\$701.85			

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19984	09/23/2019	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$161.98		
	Invoice		Date	Description		Amount			
	1925717-IN		05/07/2019	apparel and alterations		\$121.99			
	1951023-IN		09/16/2019	uniforms - TM		\$39.99			
19985	09/23/2019	Open			Accounts Payable	RCM Data Corporation	\$177.49		
	Invoice		Date	Description		Amount			
	IN72116		09/09/2019	toner		\$177.49			
19986	09/23/2019	Open			Accounts Payable	Route 66 Asphalt Company a K-Five Company	\$1,716.23		
	Invoice		Date	Description		Amount			
	18422		09/05/2019	19GM blacktop		\$415.14			
	18410		09/04/2019	19GM blacktop		\$260.61			
	18166		08/28/2019	canal path grindings		\$337.26			
	18204		08/27/2019	canal path grindings		\$703.22			
19987	09/23/2019	Open			Accounts Payable	Rush Truck Centers	\$2,322.50		
	Invoice		Date	Description		Amount			
	3016102612		08/12/2019	1135 repair		\$2,322.50			
19988	09/23/2019	Open			Accounts Payable	Shaw Media	\$582.34		
	Invoice		Date	Description		Amount			
	08/2019		08/31/2019	legal notices		\$582.34			
19989	09/23/2019	Open			Accounts Payable	Smokin' Z BBQ	\$914.50		
	Invoice		Date	Description		Amount			
	19-09-18 SZ		09/17/2019	2019 Employee Picnic		\$914.50			
19990	09/23/2019	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	109458		08/31/2019	Aug 2019 adjudication		\$1,000.00			
19991	09/23/2019	Open			Accounts Payable	Total Green Lawn Maintenance Inc	\$175.00		
	Invoice		Date	Description		Amount			
	19-09-13		09/13/2019	9/11/19 lawn service at 16172 New Ave		\$175.00			
19992	09/23/2019	Open			Accounts Payable	Tri-River Police Training Region, Inc.	\$75.00		
	Invoice		Date	Description		Amount			
	4717		08/29/2019	08/27/19-08/28/19 APOIC - R Keane		\$75.00			
19993	09/23/2019	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$747.00		
	Invoice		Date	Description		Amount			
	037416		09/05/2019	repair supplies		\$378.00			
	038150		09/09/2019	repair supplies		\$369.00			
19994	09/23/2019	Open			Accounts Payable	Verizon Wireless	\$44.71		
	Invoice		Date	Description		Amount			
	9837360298		09/03/2019	685282853-00001		\$44.71			
19995	09/23/2019	Open			Accounts Payable	Vulcan Materials	\$317.21		
	Invoice		Date	Description		Amount			
	32086150		08/30/2019	path screenings		\$317.21			
19996	09/23/2019	Open			Accounts Payable	Willowbrook Ford Inc.	\$100.00		
	Invoice		Date	Description		Amount			
	6307787		09/10/2019	warranty repair PD15-01		\$100.00			

Payment Register

From Payment Date: 9/10/2019 - To Payment Date: 9/23/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19997	09/23/2019	Open			Accounts Payable	Aqua Pools Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000585		09/14/2019	refund clean up deposit - 12772 Tullamore Ln		\$1,000.00			
19998	09/23/2019	Open			Accounts Payable	Hartman, Maryann	\$5,000.00		
	Invoice		Date	Description		Amount			
	2018-00000946		09/04/2019	refund Landscape Bond - 1166 McCarthy Rd		\$5,000.00			
19999	09/23/2019	Open			Accounts Payable	Lipske-Truback, Lynda	\$63.00		
	Invoice		Date	Description		Amount			
	19-09-16 LLT		09/16/2019	refund for returned Metra Parking Permit #0083		\$63.00			
20000	09/23/2019	Open			Accounts Payable	Ralphson, Dan	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000651		09/13/2019	refund clean up deposit		\$1,000.00			
Type Check Totals:					52 Transactions		\$269,832.23		
EFT									
535	09/12/2019	Open			Accounts Payable	FM Bankcard Processing Center	\$32,250.49		
	Invoice		Date	Description		Amount			
	2020-00000666		09/12/2019	may credit card		\$32,250.49			
536	09/23/2019	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	19-09-16		09/16/2019	Oct 2019 payment		\$1,147.49			
537	09/23/2019	Open			Accounts Payable	Baker Tilly Virchow Krause, LLP	\$4,000.00		
	Invoice		Date	Description		Amount			
	BT1466798		08/28/2019	Progress Bill		\$4,000.00			
538	09/23/2019	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	0000457		08/31/2019	Aug 2019 services		\$3,336.67			
539	09/23/2019	Open			Accounts Payable	Tate, Jamie, M	\$1,118.80		
	Invoice		Date	Description		Amount			
	19-18		09/16/2019	09/02/19-09/15/19 planning services		\$456.40			
	19-17		09/16/2019	08/19/19-09/01/19 planning services		\$662.40			
Type EFT Totals:					5 Transactions		\$41,853.45		

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$269,832.23	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$269,832.23	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$41,853.45	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	5	\$41,853.45	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 9/10/2019 - To Payment Date: 9/23/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Open		57	\$311,685.68	\$0.00	
					Reconciled		0	\$0.00	\$0.00	
					Voided		0	\$0.00	\$0.00	
					Stopped		0	\$0.00	\$0.00	
					Total		57	\$311,685.68	\$0.00	
Grand Totals:										
					Checks		Status	Count	Transaction Amount	Reconciled Amount
					Open		52	\$269,832.23	\$0.00	
					Reconciled		0	\$0.00	\$0.00	
					Voided		0	\$0.00	\$0.00	
					Stopped		0	\$0.00	\$0.00	
					Total		52	\$269,832.23	\$0.00	
					EFTs		Status	Count	Transaction Amount	Reconciled Amount
					Open		5	\$41,853.45	\$0.00	
					Reconciled		0	\$0.00	\$0.00	
					Voided		0	\$0.00	\$0.00	
					Total		5	\$41,853.45	\$0.00	
					All		Status	Count	Transaction Amount	Reconciled Amount
					Open		57	\$311,685.68	\$0.00	
					Reconciled		0	\$0.00	\$0.00	
					Voided		0	\$0.00	\$0.00	
					Stopped		0	\$0.00	\$0.00	
					Total		57	\$311,685.68	\$0.00	

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: An Ordinance Amending Section 9.20.060 (Video Gaming Permitted) of Chapter 9.20 (Gambling) of Title 9 (Public Peace, Morals and Welfare) of the Village Code
DATE: September 18, 2019

SUMMARY / BACKGROUND

The Village currently regulates video gaming within the Village generally consistent with state law. Due to a recent amendment to the Illinois Video Gaming Act allowing for an additional machine at licensed businesses, an update to the Village code is recommended by the Village attorney to remain consistent with state law.

BOARD ACTION REQUESTED

Motion to Approve Ordinance

ATTACHMENTS

- Ordinance

VILLAGE OF LEMONT

**ORDINANCE
NUMBER O-__-19**

**AN ORDINANCE AMENDING SECTION 9.20.060 (VIDEO GAMING PERMITTED)
OF CHAPTER 9.20 (GAMBLING) OF TITLE 9 (PUBLIC PEACE, MORALS AND
WELFARE) OF THE VILLAGE CODE**

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

***JANELLE KITTRIDGE
DAVE MAHER
RYAN KWASNESKI
KEN MCCLAFFERTY
RICK SNIEGOWSKI
RON STAPLETON***
Trustees

**AN ORDINANCE AMENDING SECTION 9.20.060 (VIDEO GAMING PERMITTED)
OF CHAPTER 9.20 (GAMBLING) OF TITLE 9 (PUBLIC PEACE, MORALS AND
WELFARE) OF THE VILLAGE CODE**

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 has authority and power to regulate for the protection of the public health and welfare; and

WHEREAS, the President and Board of Trustees of the Village of Lemont (the “Corporate Authorities”) may amend the text of the Municipal Code of the Village from time to time to meet the changing needs of the Village; and

WHEREAS, due to a recent amendment to the Illinois Video Gaming Act, the Corporate Authorities find it in the best interests of the Village to clarify the Village’s limits regarding video gaming terminals so they are consistent with the Act;

WHEREAS, the Village believes it is in the best interest of the Village to amend the Village Code regarding Video Gaming Terminals as further provided below.

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

SECTION 1: The facts and statements contained in the preamble clauses to this Ordinance are found to be true and correct and are incorporated herein by reference.

SECTION 2: Section 9.20.060 (Video Gaming Permitted) of Chapter 9.20 (Gambling) of Title 9 (Public Peace, Morals and Welfare) of the Village Code is hereby amended by adding the underlined language to provide as follows:

9.20.060. - Video gaming permitted.

(a) This chapter shall not restrict the use of video gaming terminals permitted under the Illinois Video Gaming Act (230 ILCS 40/1 et seq.). The number of terminals allowed at a licensed establishment’s premises shall be the number provided within the Video Gaming Act, as amended.

(b) All licensed video gaming locations, as defined in section 5.04.010 of this Code, located within the village shall pay an annual fee of \$25.00 per terminal per year. An initial fee shall be paid prior to operation of any video gaming terminal. Each initial fee paid later than May 1 shall be applied to the remaining fiscal year ending on April 30, but said fee shall be not diminished. All annual fees to be paid after the initial fee period shall be due and owing before May 1 of each calendar year.

SECTION 3: EFFECTIVE DATE.

This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

SECTION 4: REPEAL OF CONFLICTING PROVISIONS.

All ordinances and resolutions, or parts, thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 5: SEVERABILITY.

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

ADOPTED 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 SEPTEMBER, 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

TO: Village Board
FROM: Chief Marc Maton
THROUGH: Village Administrator George Shafer
SUBJECT: Approval of an Amendment to the Master Services Agreement between Quicket Solutions, Inc. and the Village of Lemont
DATE: September 23rd, 2019

SUMMARY/ BACKGROUND

The Village of Lemont and Quicket Solutions, Inc. signed and entered into a four (4) year Agreement and Statement of Work dated November 9, 2015 providing E-reporting solutions. Both parties desire to extend the Agreement and certain parts of the Statement of Work to extend the term for a period of four (4) years, thereby contemplating an eight (8) year relationship, and extend the firm fixed pricing set forth in the Statement of Work for an additional four (4) year period.

ANALYSIS

Consistency with Village Policy

The Lemont Police Department utilizes Quicket Solutions for an electronic citation and ordinance ticketing platform. The current contract is a service as a product solution and has been utilized by the Department for the last four years. The service is a flexible, scalable, and configurable solution, including all necessary equipment, software, middleware, and technical support. The solution serves as a method and system to issue and manage electronic citations and electronic reports. The contract covers all equipment, commodities, software and support.

The contract extension will be at the same terms as originally negotiated with no increase in annual costs or fees. The contract extension will upgrade the Lemont product with 4G LTE service for no additional cost.

Budget (if applicable).

MONTHLY CHARGE (Months 49-96):	\$3,336.67
SUBTOTAL (Years 5-8):	\$160,160.16

Procurement Policy (if applicable).

Extension of current vendor contract.

Other Subheadings, as applicable. Please Specify.

STAFF RECOMMENDATION

Staff recommend extension of the Quicket Solutions Contract.

BOARD ACTION REQUESTED

Approval of the resolution to extend the Quicket Solutions contract.

ATTACHMENTS

First Amendment to Master Services Agreement between Quicket Solutions, Inc. and the Village of Lemont



VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO THE MASTER SERVICES AGREEMENT
BETWEEN QUICKET SOLUTIONS, INC. AND THE VILLAGE OF LEMONT**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD DAY OF SEPTEMBER 2019**

**Published in pamphlet form by
authority of the President and Board of
Trustees of the Village of
Lemont, Counties of Cook, Will and DuPage,
Illinois on this 23rd day of September 2019**

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO THE MASTER SERVICES AGREEMENT BETWEEN QUICKET SOLUTIONS, INC. AND THE VILLAGE OF LEMONT

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 Village is desirous to enter into An Amendment to the Master Services Agreement with Quicket Solutions, Inc. for E-reporting solutions as further outlined on the agreement attached as Exhibit A (“agreement”); and;

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Amended Agreement with Quicket Solutions, Inc.

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

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

SECTION TWO: The Mayor and Board of Trustees of the Village of Lemont hereby approve the Agreement with Quicket Solutions, Inc. in substantially the same form as attached hereto as Exhibit A, subject to attorney review, and any applicable competitive bidding requirements are hereby waived, if necessary.

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd DAY OF SEPTEMBER 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOSKE, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

FIRST AMENDMENT TO MASTER SERVICES AGREEMENT BETWEEN QUICKET SOLUTIONS, INC. AND THE VILLAGE OF LEMONT

**FIRST AMENDMENT
TO
MASTER SERVICES AGREEMENT
BETWEEN
QUICKET SOLUTIONS, INC.
AND
THE VILLAGE OF LEMONT**

This First Amendment to the Master Services Agreement (“First Amendment”), dated and effective as of July 8, 2019 (the “Amendment Effective Date”), amends the Master Software and Service Agreement, dated November 9, 2015 (the “Agreement”), by and between **QUICKET SOLUTIONS, INC.** (hereinafter “Quicket”) and the **VILLAGE OF LEMONT, ILLINOIS**. (hereinafter “Customer”; and together Customer and Quicket may be referred to singularly as a “party” or together as the “parties”). Capitalized terms appearing but not defined in this Amendment shall have the meanings assigned in the Agreement.

WHEREAS, the parties contemplated a four (4) year relationship, commencing at the Effective Date, at the time of the execution of, respectively, the Agreement and the Statement of Work, dated November 9, 2015 (the “SOW”), as incorporated in the Agreement;

WHEREAS, the parties desire to amend the Agreement and certain parts of the SOW to extend the Term for a period of four (4) years, thereby contemplating an (8) year relationship, and to extend the firm fixed pricing set forth in the SOW for an additional four (4) year period.

WHEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

A. Term of Agreement. The parties hereby ratify and confirm the terms and conditions set forth at Section 11.1 of the Agreement and in Appendix 1 to the Agreement. The parties further confirm that:

(i) The parties hereby establish their mutual intention, subject to Section 11 of the Agreement, to continue automatic renewals of the Agreement through the fifth anniversary from the Effective Date.

(ii) Notwithstanding any other provision of the Agreement or this Amendment to the contrary, and notwithstanding any automatic renewal of the Agreement, either party may terminate the Agreement in accordance with the provisions of Section 11.

B. Amended Fees. The Fees as set forth in Section 2.d. of the SOW, from the First Amendment effective date through year eight (8) of the Agreement are hereby amended as follows:

INITIAL PAYMENT:	\$5,736.67
MONTHLY CHARGE (Months 2-48):	\$3,336.67
SUBTOTAL (Years 1-4):	\$162,560.00
MONTHLY CHARGE (Months 49-96):	\$3,336.67

SUBTOTAL (Years 5-8):	\$160,160.16
GRAND TOTAL: (Years 1-8):	\$322,720.16

The Fees set forth above and in the SOW assume that Customer maintains the status quo for such years and that no change in the number Units of Equipment or Licenses occurs. If Customer increases or decreases quantities of Equipment and Licenses, Fees will be adjusted in accordance with the terms of the Agreement.

C. Conflict. Any conflict between any term or provision contained in this Amendment with any term or provision contained in the Agreement shall be resolved in favor of this Amendment.

D. Counterparts; Facsimile. This Amendment may be executed in counterparts, each of which shall be deemed an original part and all of which together shall constitute a single document. Each party hereto shall be authorized to rely upon the signatures of all other parties hereto on this Amendment which is or are delivered by facsimile or other electronic means as constituting a duly authorized, irrevocable, actual, current delivery of this Amendment with original ink signatures of each person and entity.

E. Except as specifically and expressly amended, modified or supplemented as provided for in this First Amendment, all other terms of the Agreement shall remain in full force and effect, and the Agreement, as herein amended and modified, is hereby ratified and confirmed.

F. Choice of Law/Venue. The Agreement and this First Amendment shall be interpreted under the laws of the State of Illinois. Venue for any litigation arising in connection with the Agreement or the First Amendment shall be in the Circuit Court of Cook County, Illinois.

[Signature Page Follows]

* * * * *

IN WITNESS, WHEREOF, the parties warrant and represent that they have the full power and authority to execute this Amendment on behalf of the respective parties and have caused this Agreement to be executed by persons authorized as of the Effective Date hereof.

QUICKET SOLUTIONS, INC.

VILLAGE OF LEMONT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature Page – First Amendment to Master Software and Service Agreement

VILLAGE OF LEMONT

**RESOLUTION
NUMBER R-__-19**

**A RESOLUTION AUTHORIZING APPROVAL OF A MEMORANDUM OF
UNDERSTANDING WITH IMP LLC**

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

***JANELLE KITTRIDGE
RYAN KWASNESKI
DAVE MAHER
KEN MCCLAFFERTY
RICK SNIEGOWSKI
RON STAPLETON***
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2019

RESOLUTION NO. R-_____-19

A RESOLUTION AUTHORIZING APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH IMP LLC

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 is desirous to enter into a memorandum of understanding with IMP LLC regarding an impact fee agreement and parking tax related to property located at 13511 Main Street, Lemont, Illinois, PIN: 22-14-300-034-0000 as further described in the attached Exhibit A; 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 memorandum of understanding as further described in the attached Exhibit A (“Agreement”) with IMP LLC;

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 if fully set forth in their entirety.

SECTION 2:

Subject to attorney review, the Memorandum of Understanding with IMP LLC 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 _____, 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:
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“Agreement”) dated September ____, 2019 is made by and between IMP LLC, an Illinois limited liability company (“IMP”) and the Village of Lemont, a _____ (the “Village”).

1. On September 23, 2019, the Village approved a Resolution No. _____ (the “Resolution”) in support of a Cook County 6b Real Estate Tax Incentive (the “6b”) for the new construction project at the property owned by IMP and commonly known as 13511 Main Street, Lemont, Illinois, PIN: 22-14-300-034-0000 (the “Property”).

2. In consideration for the Resolution and in lieu of an application fee, IMP agrees to pay the Village an impact fee in the amount of \$20,000 (the “Impact Fee”) payable as follows:

- \$10,000 on or before October 1, 2019
- \$2,500 on January 1, 2021
- \$2,500 on January 1, 2022
- \$2,500 on January 1, 2023
- \$2,500 on January 1, 2024

3. In addition to the Impact Fee, IMP and its affiliate, Profit Logistic, Inc. (“PL”) agree to pay the Village a parking tax solely on vehicles not owned or operated by IMP or PL in the amount of Ten Percent (10%) of the annual total gross rent received by IMP and Profit from third parties parking on the Property (the “Tax”). On or before January 31st of each year for the term of the 6b, IMP shall provide the Village with an accounting of rents received during the prior calendar year, together with a check in the amount of the Tax. Notwithstanding the foregoing, should Cook County impose a parking tax on IMP or PL, any amounts paid or payable to Cook County shall offset any amounts due to the Village, it being the intention of the parties that any Cook County parking tax or fees shall have priority over the Tax to the Village and IMP and PL pay only one parking tax.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

IMP LLC

BY: _____

NAME: Ile Stojcevski

TITLE: Manager

Address for Notices: Ile Stojcevski
250 Lakewood Circle
Burr Ridge, Illinois 60527

With a copy to:

Much Shelist, P.C.
191 North Wacker Drive, Suite 1800
Chicago, IL 60606
Attn.: Scott L. David, Esq.

VILLAGE OF LEMONT

BY: _____

NAME: _____

TITLE: _____

Address for Notices:

Village of Lemont
418 Main Street
Lemont, Illinois 60439
Attention: _____

With a copy to:

Michael Stillman, Esq.
Olelson & Sterk
3318 West 95th Street
Evergreen Park, Illinois 60805

TO: Village Board
FROM: Chris Smith, Finance Director
THROUGH: George Schafer, Village Administrator
SUBJECT: **Public Hearing pursuant to the requirements of Sections 10 and 20 of the Bond Issuance Notification Act of the State of Illinois, as amended on the plans to issue Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019 in the amount not to exceed \$3,600,000 and the General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2019 in the amount not to exceed \$6,000,000**

DATE: September 19, 2019

SUMMARY/ BACKGROUND

On August 19, 2019, Bob Vail of Bernardi Securities presented to the Village Board bond refunding opportunities. This is the next step in the refunding process and new issuance for Water/Sewer projects.

A public hearing is necessary for the refunding the 2012B Bonds and the new issuance. The notices were published in the Lemont Suburban Life on September 13, 2019.

STAFF RECOMMENDATION

Staff is recommending that the Village Board holds the public hearing.

VILLAGE BOARD ACTION

Hold the Public Hearing pursuant to the requirements of Sections 10 and 20 of the Bond Issuance Notification Act of the State of Illinois, as amended on the plans to issue Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019 in the amount not to exceed \$3,600,000 and the General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2019 in the amount not to exceed \$6,000,000

ATTACHMENTS

Public hearing notices

PUBLIC NOTICE

NOTICE OF INTENT TO ISSUE BONDS AND RIGHT TO FILE PETITION AND HEARING ON PROPOSED ISSUANCE

Notice is hereby given that pursuant to Ordinance No. 0-73-19, adopted September 9, 2019 (the "Ordinance"), the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), intends to issue its Waterworks and Sewerage Revenue Bonds (the "Revenue Bonds") or, in lieu thereof, its General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source) (the "Alternate Bonds"), in the principal amount of not to exceed \$6,000,000, and bearing interest per annum of not to exceed the maximum rate authorized by law at the time of the sale thereof, to finance the acquisition, construction and installation of various improvements, extensions and facilities of the Waterworks and Sewerage System (the "System") of the Village, and related facilities, improvements and costs, including the construction of a new water tower and a new well of the Village. The Alternate Bonds would be payable from the (i) net revenues of the System, and (ii) receipts of certain proceeds of the Retailers Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, the "Pledged Revenues"). The Village will also levy ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount to pay the principal of and interest on the Alternate Bonds. A complete copy of the Ordinance follows this notice.

Notice is hereby further given that if a petition signed by 1,222 or more electors of the Village (the same being equal to 10% of the registered voters of the Village) asking that the question of improving the System, as provided in the Ordinance, and the issuance of the Revenue Bonds therefor, be submitted to the electors of the Village is filed with the Village Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, an election on the proposition (the "Revenue Bond Proposition") to issue the Revenue Bonds shall be held on the 17th day of March, 2020, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Revenue Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 3rd day of November, 2020. If no petition is filed with the Village Clerk within said 30 day period, then this Ordinance shall be in full force and effect and the Revenue Bonds shall be authorized to be issued.

Notice is hereby further given that if a petition signed by 916 or more electors of the Village (being equal to the greater of (i) 7.5% of the registered voters in the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) asking that the issuance of the Alternate Bonds be submitted to referendum is filed with the Village Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, an election on the proposition (the "Alternate Bond Proposition") to issue the Alternate Bonds shall be held on the 17th day of March, 2020, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Alternate Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 3rd day of November, 2020. If no petition is filed with the Village Clerk within said 30 day period, then this Ordinance shall be in full force and effect and the Alternate Bonds shall be authorized to be issued.

The forms of petitions shall be provided by the Village Clerk at the principal office of the Village, located at 418 Main Street, Lemont, Illinois, to any individual requesting one.

By order of the President and Board of Trustees of the Village.
Dated this 9th day of September, 2019.

/s/ Charlene Smollen
Village Clerk Village of Lemont, Cook, DuPage and Will Counties, Illinois

ORDINANCE NO. 0-73-19

An Ordinance authorizing the issuance of Waterworks and Sewerage Revenue Bonds of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, in an aggregate principal amount not to exceed \$6,000,000 or, in lieu thereof, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source) (said bonds being general obligation bonds to be issued in one or more series, on a taxable or tax exempt basis, for which property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the net revenues of the waterworks and sewerage system of said Village) in an aggregate principal amount not to exceed \$6,000,000, for the purpose of paying the costs of improving the waterworks and sewerage system of the Village.

WHEREAS, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the "Municipal Code"); and, having the powers, objects and purposes provided by said Municipal Code, has for many years owned and operated a municipally owned waterworks and sewerage system (the "System") as set forth in Division 139 of Article 11 of the Municipal Code; and;

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the Village to finance the acquisition, construction and installation of various improvements, extensions and facilities of the System of the Village, and related facilities, improvements and costs, including the construction of a new water tower and a new well (collectively, the "Project"), and (ii) pay certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village; and

WHEREAS, the estimated cost of the Project, including legal, financial, bond discount, if any, printing and publication costs, capitalized interest, if any, and other expenses (collectively, the "Costs"), will not exceed \$6,000,000, and there are insufficient funds on hand and lawfully available to pay such Costs; and

WHEREAS, up to \$6,000,000 of alternate bonds need to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended, 30 ILCS 350/1 to 350/18 (the "Act"); and

WHEREAS, the Corporate Authorities have further determined that it is advisable, necessary and in the best interests of the Village that the Project be constructed, and in order to finance the cost of the Project it will be necessary for the Village to issue up to \$6,000,000 of bonds payable from the net revenues derived from the operation of the System as authorized to be issued at this time pursuant to Division 139 of Article 11 of the Code (the "Revenue Bonds") or, in lieu thereof, up to \$6,000,000 of alternate bonds (the "Alternate Bonds"), being general obligation bonds payable from the (i) net revenues of the System, and (ii) receipts of certain proceeds of the Retailers Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, the "Pledged Revenues"), as authorized to be issued at this time pursuant to the Act; and

WHEREAS, if the Pledged Revenues are insufficient to pay the Alternate Bonds, ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "Pledged Taxes") are authorized to be extended to pay the principal of and interest on the alternate bonds;

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Act, the Village is authorized to issue alternate bonds, in one or more series, on a taxable or tax exempt basis, in an aggregate principal amount not to exceed \$6,000,000 for the purpose of providing funds for the Project and to pay the Costs;

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. Determination To Issue Bonds. It is advisable, necessary and in the best interests of the Village to construct the Project for the public health, safety and welfare, in accordance with the estimate of costs as hereinabove described, and that for such purpose, there are hereby authorized to be issued and sold the Revenue Bonds in an aggregate principal amount not to exceed \$6,000,000 or, in lieu thereof, the Alternate Bonds in an aggregate principal amount not to exceed \$6,000,000.

Section 3. Publication. Within ten (10) days after the adoption of this Ordinance, this Ordinance, together with a notice in the statutory form, shall be published once by the Corporate Authorities in the My Suburban Life Lemont, being a newspaper of general circulation within the Village, and if a petition, signed by 1,222 electors (said number being 10% of the registered voters in the Village), is filed with the Village Clerk within thirty (30) days after the date of the publication, asking that the question of the issuance of the Revenue Bonds (the "Revenue Bond Proposition") be submitted to referendum, then the Revenue Bond Proposition shall be submitted to the electors of the Village at the general primary election to be held on the 17th day of March, 2020, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Revenue Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 3rd day of November, 2020. If no petition is filed with the Village Clerk within said 30 day period, then this Ordinance shall be in full force and effect and the Revenue Bonds shall be authorized to be issued. A petition form shall be provided by the Village Clerk at the principal office of the Village, located at 418 Main Street, Lemont, Illinois, to any individual requesting one.

This Ordinance, together with a notice in the statutory form, shall be published once by the Corporate Authorities in the My Suburban Life Lemont, being a newspaper of general circulation in the Village, and if a petition, signed by 916 electors (said number being the greater of (i) seven and one-half percent (7½%) of the registered voters in the Village or (ii) the lesser of 200 registered voters or 15% of registered voters), asking that the question of the issuance of the Bonds (the "Alternate Bond Proposition") be submitted to the electors of the Village, is filed with the Village Clerk within thirty (30) days after the date of the publication, then the Alternate Bond Proposition shall be submitted to the electors of the Village at the general primary election to be held on the 17th day of March, 2020, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Alternate Bond Proposition shall be submitted to the electors of the Village at the general election to be held on the 3rd day of November, 2020. If no petition is filed with the Village Clerk within said 30 day period, then this Ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. A petition form shall be provided by the Village Clerk at the principal office of the Village, located at 418 Main Street, Lemont, Illinois, to any individual requesting one.

It is expressly provided that in the event that there shall be filed with the Village Clerk in a timely manner a petition, asking that the issuance of the Revenue Bonds be submitted to referendum, the Alternate Bonds shall not be authorized to be issued until such time as the issuance of the Revenue Bonds shall have been submitted to the electors of the Village and a majority of the votes cast on such question shall have been in favor thereof.

Section 4. Additional Ordinances. If no petition with respect to the issue of the Revenue Bonds or, in lieu thereof, the Alternate Bonds and meeting the requirements of applicable law is filed during the petition periods hereinabove referred to, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Revenue Bonds or, in lieu thereof, the Alternate Bonds and prescribing all the details of the Revenue Bonds or, in lieu thereof, the Alternate Bonds, so long as the maximum aggregate principal amount of the Revenue Bonds or, in lieu thereof, the Alternate Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds, under applicable law.

Section 5. Additional Proceedings. If no petition meeting the requirement of applicable law is filed during the petition period hereinabove referred to, then the preparation and distribution of a preliminary official statement relating to the Bonds is hereby approved, and the Mayor is hereby authorized to deem the preliminary official statement nearly final.

Section 6. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 7. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 9th day of September, 2019.
APPROVED by me this 9th day of September, 2019.

ATTEST:
By: /s/ Charlene Smollen
Its: Village Clerk, Village of Lemont, Cook, DuPage and Will Counties, Illinois

By: /s/ John Egoiska
Its: Mayor, Village of Lemont, Cook, DuPage and Will Counties, Illinois

BINA Notice

The President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois will hold a public hearing on September 23, 2019 at 7:00 p.m. The hearing will be held at Lemont Village Hall located at 418 Main Street, Lemont, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in the amount of up to \$6,000,000 to finance the acquisition, construction and installation of various improvements, extensions and facilities of the Waterworks and Sewerage System of the Village, and related facilities, improvements and costs, including the construction of a new water tower and a new well and to pay costs of issuance thereof.

By: /s/ Charlene Smollen
Title: Village Clerk

(Published in the Addison Suburban Life September 13, 2019) 1701868

any claim not filed within that period is barred. Copies of a claim filed with the Circuit Court Clerk must be mailed or delivered to the representative and to the attorney, if any, within ten (10) days after it has been filed with the Circuit Clerk.

CHRIS KACHIROUBAS,
CLERK OF THE 18TH
JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS
60189-0707

HARVEY J. WALLER
DuPage Attorney No.:
23188
Attorney For:
BRIAN J. BURKE
30 N. LASALLE ST.
SUITE 2040
CHICAGO, ILLINOIS 60602
312-606-9100

(Published in Woodridge
Suburban Life August 29,
September 5, 12, 2019)
1695437

PUBLIC NOTICE

STATE OF ILLINOIS
IN THE CIRCUIT COURT
OF THE EIGHTEENTH
JUDICIAL CIRCUIT

DUPAGE COUNTY, ILLINOIS
ESTATE OF NANCY L.
ROBERTSON Deceased
CASE NUMBER
2019P000762

Notice is given of the death of NANCY L. ROBERTSON whose address was 3916 Washington Street, Downers Grove, IL 60515. Letters of Office were issued on 9/4/19 to Susan L. Peterson, 3940 Main, Downers Grove, IL 60515 as:

INDEPENDENT EXECUTOR
whose attorney is MATT J. LEUCK

NOTICE TO HEIRS AND LEGATEES

Notice is hereby given to Susan L. Peterson, and Unknown Heirs, who are heirs or legatees of the above proceeding.

The estate will be administered without Court Supervision, unless under section 28-4 of the Probate Act of 1975 (75 ILCS 5/28-4) any interested person terminates independent administration at any time by mailing or delivering a petition to terminate to the Circuit Court Clerk.

Claims against the estate may be filed in the Office of **CHRIS KACHIROUBAS,** Circuit Court Clerk, 505 N. County Farm Road, Wheaton, Illinois, or with the representative or both on or before 5/15/20, any claim not filed within that period is barred. Copies of a claim filed with the Circuit Court Clerk must be mailed or delivered to the representative and to the attorney, if any, within ten (10) days after it has been filed with the Circuit Clerk.

CHRIS KACHIROUBAS,
CLERK OF THE 18TH
JUDICIAL CIRCUIT COURT
© WHEATON, ILLINOIS
60189-0707

Matt Leuck Pro Se
DuPage Attorney Number
48518 Attorney For:
Independent Executor
845 Burlington 2W
Riverdale IL 60546
708-447-3166
xkrinkies@aol.com

(Published in the Downers
Grove Suburban Life
September 12, 19, 26,
2019) 1700816

DARIEN, IL 60561: **DEPENDENT EXECUTOR** whose attorney is Michael Overmann. The estate will be administered without Court Supervision, unless under section 28-4 of the Probate Act of 1975 (755 ILCS 5/28-4) any interested person terminates independent administration of any time by mailing or delivering a petition to terminate to the

Claims against the estate may be filed in the Office of **CHRIS KACHIROUBAS**, Circuit Court Clerk, 505 N. County Farm Road, Wheaton, Illinois, or with the representative or both on or before March 13, 2020, any claim not filed within that period is barred. Copies of a claim filed with the Circuit Court Clerk must be mailed or delivered to the representative and to the

(10) days after it has been filed with the Circuit Clerk. **CHRIS KACHIROUBAS**, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT, Michael Overmann, DuPage Attorney No.: 28789, Attorney For: Executor, 7702 S. Cass Ave., #115, Darien, IL 60561.

(Published in Woodridge Suburban Life September 12, 19, 26, 2019) 1701606
PUBLIC NOTICE UNITED STATES OF AMERICA STATE OF ILLINOIS COUNTY OF DU PAGE IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

Mary Swidergal **CASE NUMBER 2019 P 313**. Notice is given of the death of Mary Swidergal whose address was 1200 Hillcrest Lane, Woodridge, IL 60517. Letters of Office were issued on April 18, 2019 to John Swidergal 7810 Sawyer Rd. Darien, IL 60561 as: **INDEPENDENT ADMINISTRATOR**

istered without Court Supervision, unless under section 28-4 of the Probate Act of 1975 (755 ILCS 5/28-4) any interested person terminates independent administration of any time by mailing or delivering a petition to terminate to the Circuit Court Clerk. Claims against the estate may be filed in the Office of **CHRIS KACHIROUBAS**, Circuit Court Clerk, 505

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

PUBLIC NOTICE

NOTICE OF INTENT TO ISSUE BONDS AND RIGHT TO FILE PETITION AND HEARING ON PROPOSED ISSUANCE

Notice is hereby given that pursuant to Ordinance No. 0-72-19, adopted on September 9, 2019, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), intends to issue alternate bonds, being general obligation bonds, in one or more series (the "Bonds"), payable from the hereinafter identified revenue source, in an aggregate principal amount not to exceed \$3,600,000, and bearing interest per annum at not to exceed the maximum rate authorized by law at the time the Bonds are sold, to (a) advance refund a portion of the Village's outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012B (the "2012B Bonds"), which were initially issued to (i) finance land assembly, site preparation, including remediation, demolition, environmental studies and related work, professional and other redevelopment project costs, within or serving the Gateway Redevelopment Project Area, capitalized interest and related facilities, improvements and costs, and (b) pay for costs of issuance of the 2012B Bonds, and (ii) pay certain costs of issuance of the Bonds. The Bonds shall be payable from (A) incremental taxes derived from the Village's Gateway TIF Redevelopment Project Area, (B) incremental taxes derived from the Village's Main/Archer TIF District, (C) the Village's receipts of the Retailer's Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes, (D) the Village's distributive share of State of Illinois income taxes, and (E) ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount. The ordinance authorizing the issuance of bonds (the "Ordinance") is attached hereto and appears below this notice.

Notice is hereby further given that if a petition signed by 916 or more electors of the Village (being equal to the greater of (i) 7.5% of the registered voters in the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) asking that the issuance of the Bonds be submitted to referendum is filed with the Village Clerk within thirty (30) days after the date of publication of the Ordinance and this notice, an election on the proposition (the "Proposition") to issue the Bonds shall be held on the 17th day of March, 2020, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Proposition shall be submitted to the electors of the Village at the general election to be held on the 3rd day of November, 2020. If no petition is filed with the Village Clerk within said 30 day period, then the Ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. A form of petition is available from the Village Clerk at the principal office of the Village at 418 Main Street, Lemont, Illinois.

/s/ Charlene Smollen
Village Clerk Village of Lemont, Cook, DuPage and Will Counties, Illinois

ORDINANCE NO. 0-72-19

AN ORDINANCE authorizing the issuance of Taxable General Obligation Refunding Bonds (Alternate Revenue Source), in one or more series, of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, in an aggregate principal amount not to exceed \$3,600,000 for the purpose of refunding certain outstanding obligations of the Village and paying for costs related thereto.

WHEREAS, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the "Municipal Code"), and having the powers, objects and purposes provided by said Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the Village to (i) advance refund certain of the Village's outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012B (the "2012B Bonds"), which were initially issued to (a) finance land assembly, site preparation, including remediation, demolition, environmental studies and related work, professional and other redevelopment project costs, within or serving the Gateway Redevelopment Project Area, capitalized interest and related facilities, improvements and costs, and (b) pay for costs of issuance of the 2012B Bonds (the "Purpose"), and (ii) pay certain costs of issuance of the Bonds (as such term is hereinafter defined), all for the benefit of the inhabitants of the Village; and

WHEREAS, the estimated cost of the Purpose, including legal, financial, bond discount, if any, printing and publication costs, and other expenses (collectively, the "Costs"), will not exceed \$3,600,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, up to \$3,600,000 of alternate bonds need to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended, 30 ILCS 350/1 to 350/18 (the "Act"); and

WHEREAS, it is necessary for the best interests of the Village that the Purpose be completed, and in order to raise funds required for such purpose it will be necessary for the Village to borrow an aggregate principal amount of not to exceed \$3,600,000 and in evidence thereof to issue alternate bonds, being general obligation bonds payable from (i) incremental taxes derived from the Village's Gateway TIF Redevelopment Project Area (the "Gateway TIF Incremental Taxes"), (ii) incremental taxes derived from the Village's Main/Archer TIF District (the "Main/Archer TIF Incremental Taxes") (iii) the Village's receipts of the Retailer's Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, and subject to any prior lien or pledge, "General Sales Taxes"), and (iv) the Village's distributive share of State of Illinois income taxes (such receipts referred to herein as the "Revenue Sharing Receipts"), and, together with the Gateway TIF Incremental Taxes, Main/Archer TIF District Incremental Taxes, and General Sales Taxes, constitute "Pledged Revenues", in an aggregate principal amount not to exceed \$3,600,000, all in accordance with the Act; and

WHEREAS, if the Pledged Revenues are insufficient to pay the alternate bonds, ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "Pledged Taxes") are authorized to be extended to pay the principal of and interest on the alternate bonds;

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Act, the Village is authorized to issue alternate bonds, in one or more series, in an aggregate principal amount not to exceed \$3,600,000 for the purpose of providing funds for the Purpose and to pay the Costs;

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. Determination To Issue Bonds. It is necessary and in the best interests of the Village to complete the Purpose, and in order to complete the Purpose and paying the Costs, alternate bonds of the Village, in one or more series, are hereby authorized to be issued and sold in an aggregate principal amount not to exceed \$3,600,000, known as "Taxable General Obligation Refunding Bonds (Alternate Revenue Source)" (the "Bonds"), of the Village, said Bonds being payable from (i) incremental taxes derived from the Village's Gateway TIF Redevelopment Project Area (the "Gateway TIF Incremental Taxes"), (ii) incremental taxes derived from the Village's Main/Archer TIF District (the "Main/Archer TIF Incremental Taxes"), (iii) the Village's receipts of the Retailer's Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, and subject to any prior lien or pledge, "General Sales Taxes"), (iv) the Village's distributive share of State of Illinois income taxes (such receipts referred to herein as the "Revenue Sharing Receipts"), and, together with the Gateway TIF Incremental Taxes, Main/Archer TIF District Incremental Taxes, and General Sales Taxes, constitute the "Pledged Revenues"; and (v) ad valorem taxes of the Village for which its full faith and credit have been irrevocably pledged, unlimited as to rate or amount (the "Pledged Taxes").

Section 3. Publication. This Ordinance, together with a notice in the statutory form, shall be published once by the Corporate Authorities in the My Suburban Life Lemont, being a newspaper of general circulation within the Village, and if a petition, signed by 916 electors (said number being the greater of (i) seven and one-half percent (7 1/2%) of the registered voters in the Village or (ii) the lesser of 200 registered voters or 15% of registered voters), asking that the question of the issuance of the Bonds (the "Proposition") be submitted to the electors of the Village, is filed with the Village Clerk within thirty (30) days after the date of the publication, then the Proposition shall be submitted to the electors of the Village at the general primary election to be held on the 17th day of March, 2020, unless there are no voters scheduled to cast votes for any candidates for nomination for, election to or retention in public office, in which case the Proposition shall be submitted to the electors of the Village at the general election to be held on the 3rd day of November, 2020. If no petition is filed with the Village Clerk within said 30 day period, then this Ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. A petition form shall be provided by the Village Clerk at the principal office of the Village, located at 418 Main Street, Lemont, Illinois, to any individual requesting one.

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the purposes described herein. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 5. Additional Proceedings. If no petition meeting the requirement of applicable law is filed during the petition period hereinabove referred to, then the preparation and distribution of a preliminary official statement relating to the Bonds is hereby approved, and the Mayor is hereby authorized to deem the preliminary official statement final.

Section 6. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 7. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 9th day of September, 2019.
APPROVED by me this 9th day of September, 2019.

ATTEST:
By: /s/ Charlene Smollen
Its: Village Clerk, Village of Lemont, Cook, DuPage and Will Counties, Illinois

By: /s/ John Egotske
Its: Mayor, Village of Lemont, Cook, DuPage and Will Counties, Illinois

BINA Notice

The President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois will hold a public hearing on September 23, 2019 at 7:00 p.m. The hearing will be held at the Lemont Village Hall located at 418 Main Street, in Lemont, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds in the amount of up to \$3,600,000 to (i) advance refund a portion of the Village's outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012B (the "2012B Bonds"), which were initially issued to (a) finance land assembly, site preparation, including remediation, demolition, environmental studies and related work, professional and other redevelopment project costs, within or serving the Gateway Redevelopment Project Area, capitalized interest and related facilities, improvements and costs, and (b) pay for costs of issuance of the 2012B Bonds, and (ii) pay certain costs of issuance of the Bonds.
By: /s/ Charlene Smollen Title: Village Clerk

The Purchaser of this shall be entitled only to return of the deposit The Purchaser shall no further recourse the Mortgagee or the Mortgagee's attorney. Payment in full amount bid, the Purchaser shall receive a Certificate of Sale, which will be given to the purchaser to a copy of the real estate after completion of the sale. The Purchaser shall be responsible/expense of any tenants or other persons presently in possession of the subject property. The Purchaser shall be responsible for inspection and makes no representation as to the condition of the property. Prospective purchasers are admonished to the Court file to verify information.
YOU ARE THE MORTGAGEE (HOMEOWNER) HAVE THE RIGHT TO POSSESS IN POSSESSION 30 DAYS AFTER ENTRY INTO POSSESSION IN ACCORDANCE WITH SECTION 15-1701(C) OF THE ILLINOIS MORTGAGE FORECLOSURE LAW.
Information: Examine Court file or contact Attorney: Codilis & Associates, P.C., 15W030 Frontage Road, Suite 200, Burr Ridge, IL 60527, 708-794-9876. Please call file number 14-19-0312
September 2, 19, 26, 2019
Downers Grove Suburban Life
PUBLIC NOTICE UNITED STATES OF AMERICA STATE OF ILLINOIS COUNTY OF DU PAGE IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
OF
A. Poenisch **NUMBER 19 P 312**. Notice is given of the death of Martin A. Poenisch whose address was 9027 Dr., Burr Ridge, IL 60527. Letters of Office were issued on April 18, 2019 to Mary Swidergal. **PUBLIC NOTICES**
DE
IFICATION
Systems, Inc., a subsidiary of Teradyne, Inc., 10000 Arctech, Buffalo Grove Drive, Buffalo Grove, IL 60089. The purpose of this notice is to advise the public that the production and who have been separated before training, job search and services. Weekly payments may be payable to the Department of Unemployment Services 50 or older may receive adjustment Assistance obtained. Eligibility under the Trade Act of 1974.
by the United States Department of Commerce. For your nearest Illinois Office or local IL Office is also available.
Bureaus/Trade
Life September 12, Lombard Suburban

TO: Village Board

FROM: Chief Marc R. Maton

THROUGH: Village Administrator George Schafer

SUBJECT: An Ordinance Establishing Additional Fines for Excessive Call Responses Received by the Police Department

DATE: September 23rd, 2019

SUMMARY/ BACKGROUND

The Lemont Police Department has received numerous excessive calls for service from various establishments within the Village. Call responses taxes the service ability of shift officers and reduces the amount of time available for crime reduction patrol.

The Police Department is recommending a fine schedule similar to False Alarm Billing where business would be assessed a fine once the call response to the business exceeds a reasonable limit of call responses every quarter of year.

ANALYSIS

Consistency with Village Policy

The Police Department currently averages two officers and a Sergeant working every operational shift. Response to calls and concurrent incident reporting typically obligate an officer for a minimum of 30 minutes during each call. On calls involving potential conflicts, a backup officer is required to be present for safety. Having two-thirds of available manpower tied up on frequent response calls taxes the resources of the department and unfairly monopolizes the efforts of the department.

A few business customers in the village account for a significant portion of call responses. The Village should assess a fine when the calls for service at any establishment exceeds a reasonable call rate.

The Police Department is recommending that business be assessed fines when calls for service exceed fifteen calls each quarter of a Village of Lemont fiscal year. Billing would be handled by the Police Department in the manner that False Alarms are billed. The recommended fine schedule is below:

If the calls for service at any business produces 15 or more calls for service in any single quarter of a Village of Lemont fiscal year, then a fine shall be charged to the subscriber

according to the following schedule: for 15 through 19 calls for service the fine is \$250 per call; and for 20 or more calls for service the fine is \$500 per call. For purposes of enforcement of this section, the calendar year is divided into four quarters, following the Village of Lemont fiscal year calendar as follows: May 1 through July 31; August 1 through October 31; November 1 through January 31 and February 1 through April 30.

Budget (if applicable).

Procurement Policy (if applicable). Not applicable.

Other Subheadings, as applicable. Please Specify.

Ordinance Section The Village Code, as amended, is hereby further amended in Title 9, Chapter 9.08, entitled "False Alarms" creating and adding Section 9.08.035 as follows:

9.08.035. – Excessive calls to police; fine assessment

(a) In consideration of the disproportionately large increase in danger and expended Village resources caused by excessive calls and/or alarms made to, or received by, the Village's emergency departments as made by a single person or family unit or from a single identifiable address, real property, or location, the Village finds that 15 or more such calls received by the Village within a single quarter of the Village of Lemont fiscal year is a chronic nuisance within the surrounding neighborhood and Village, endangering the health and safety of the public and the condition of the surrounding neighborhood and taxing limited Village resources. If the Village receives a total of 15 or more calls or alarms from a single person or family unit, or from a single identifiable address, real property, or location in a single quarter of a Village of Lemont fiscal year, then the Village shall assess a fine for each such call or alarm against, and to be paid by, the person and/or owner or manager of each such address, real property, or location. The fine shall be determined according to the following schedule: for 15 through 19 total calls or alarms the fine is \$250 per call or alarm; and for 20 or more calls or alarms the fine is \$500 per call or alarm. For purposes of enforcement of this section, the calendar year is divided into four quarters, following the Village of Lemont fiscal year calendar as follows: May 1 through July 31; August 1 through October 31; November 1 through January 31 and February 1 through April 30. All fines assessed must be paid to the village finance department, or a written appeal must be submitted to the village administrator within 3 days of the fine assessment. This remedy shall be in addition to any other remedy available to the Village under this code.

(b) Appeals involving a challenge to a charged fine under this section shall generally follow the procedure in section 9.08.040.



STAFF RECOMMENDATION:

Staff recommends the updating of the Village Ordinance to establish an ordinance allowing additional fines for excessive call responses received by the Police Department.

BOARD ACTION REQUESTED

Approval of proposed ordinance.

ATTACHMENTS

Ordinance Addition 9.08.035 to Amend Title 9, Chapter 9.08



VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 9.08 – FALSE ALARMS
OF THE LEMONT ILLINOIS MUNICIPAL CODE**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF SEPTEMBER 2019**

**Published in pamphlet form by
authority of the President and Board of
Trustees of the Village of
Lemont, Counties of Cook, Will and DuPage,
Illinois on this 23rd day of September 2019**

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9, CHAPTER 9.08 – FALSE ALARMS
OF THE LEMONT ILLINOIS MUNICIPAL CODE

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 Village President and Board of Trustees desire to amend a certain provision of the Lemont, Illinois Municipal Code (“Village Code”); and;

WHEREAS, the Village finds that it is in the best interests of the Village and its residents to amend Title 9, Chapter 9.08-False Alarms, of the Village Code in the manner set forth below;

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

SECTION ONE: The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION TWO: The Village Code, as amended, is hereby further amended in Title 9, Chapter 9.08, entitled “False Alarms” creating and adding Section 9.08.035 as follows:

9.08.035. – Excessive calls to police; fine assessment

- (a) In consideration of the disproportionately large increase in danger and expended Village resources caused by excessive calls and/or alarms made to, or received by, the Village’s emergency departments as made by a single person or family unit or from a single identifiable address, real property, or location, the Village finds that 15 or more such calls received by the Village within a single quarter of the Village of Lemont fiscal year is a chronic nuisance within the surrounding neighborhood and Village, endangering the health and safety of the public and the condition of the surrounding neighborhood and taxing limited Village resources. If the Village receives a total of 15 or more calls or alarms from a single person or family unit, or from a single identifiable address, real property, or location in a single quarter of a Village of Lemont fiscal year, then the Village shall assess a fine for each such call or alarm against, and to be paid by, the person and/or owner or manager of each such address, real property, or location. The fine shall be determined according to the following schedule; for 15 through 19 total calls or alarms the fine is \$250 per call or alarm; and for 20 or more

calls or alarms the fine is \$500 per call or alarm. For purposes of enforcement of this section, the calendar year is divided into four quarters, following the Village of Lemont fiscal year calendar as follows: May 1 through July 31; August 1 through October 31; November 1 through January 31 and February 1 through April 30. All fines assessed must be paid to the village finance department, or a written appeal must be submitted to the village administrator within 3 days of the fine assessment. This remedy shall be in addition to any other remedy available to the Village under this code.

- (b) Appeals involving a challenge to a charged fine under this section shall generally follow the procedure in section 9.08.040.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd DAY OF SEPTEMBER 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOSFSKE, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: An Ordinance Amending Title 3 (Revenue and Finance of the Municipal Code of the Village of Lemont to Impose a Municipal Cannabis Retailer's Occupation Tax
DATE: September 18, 2019

SUMMARY / BACKGROUND

HB 1438 (Cannabis Regulation and Tax Act) legalizes the cultivation and sale of marijuana for recreational use by people 21 and older. The bill passed both chambers and was signed by the Governor on June 25, 2019 as Public Act 101-0027. The bill went into effect immediately, but many provisions don't take effect until January 1, 2020. The bill does not prevent units of local government, unless restricted by the law, from enacting reasonable zoning ordinances or resolutions regulating and/or taxing of cannabis business establishments. However, local governments may not prohibit home growing for medical marijuana patients or unreasonably limit the lawful use of cannabis.

The ways in which Lemont will regulate the use, cultivation or sale of cannabis within the Village limits will need to be addressed in the coming months leading to the implementation of the act on January 1, 2020. The Village Board has scheduled a public meeting to provide information and respond to questions/concerns on the issues. After the meeting, the Village Board will give staff direction on taking the necessary steps to put in regulations regarding the act. The meeting is scheduled for October 8, 2019, 6:30 pm at Village Hall.

Our attorneys have alerted staff to a potentially unintended consequence in the law which requires certain action now to protect the Village. Even though regulation can be implemented anytime, in order to realize the benefits of taxation of cannabis within the municipality for implementation of the bill on January 1, 2020, an ordinance authorizing the tax must be enacted prior to September 30th, 2019. For these reasons, legal and staff recommend passage of the attached ordinance prior to September 30th as a precautionary measure. If a dispensary does not locate within Village limits, or if the Village were to prohibit the sale of cannabis within its limits, the Ordinance will be moot and could also be rescinded.

BOARD ACTION REQUESTED

Motion to Approve Ordinance

ATTACHMENTS

- Ordinance



ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 (REVENUE AND FINANCE) OF THE MUNICIPAL CODE OF THE VILLAGE OF LEMONT TO IMPOSE A MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

WHEREAS, the Village of Lemont, Counties of Cook, Will, and DuPage, Illinois (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Illinois Cannabis Regulation and Tax Act, P.A. 101-0027, allows the Village to enact reasonable regulations governing cannabis business establishments; and

WHEREAS, the Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/8-11-22, allows the Village to impose a tax upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act; and

WHEREAS, the Mayor and Board of Trustees (the "Corporate Authorities") seek to implement a municipal cannabis retailers' occupation tax in accordance with Illinois law; and

WHEREAS, the Corporate Authorities find it to be in the best interest of the Village to amend Title 3 (Revenue and Finance) of the Municipal Code of the Village of Lemont to impose a municipal cannabis retailers' occupation tax.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lemont, Cook County, Illinois, by and through its home rule powers, as follows:

Section 1: 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 if fully set forth in their entirety.

Section 2: That Title 3 (Revenue and Finance) of the Municipal Code of the Village of Chicago Ridge, Illinois is hereby amended by adding the following section:

SECTION 3.36- MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX.

Sec. 3.36.010. Tax Imposed.

(a) A tax is hereby imposed in accordance with the provisions of Section 8-11-22 of the Illinois Municipal Code upon all persons engaged in the business of selling cannabis at retail in the Village, according to the following schedule:

- i. Beginning January 1, 2020, at the rate of 2% of the gross receipts from the sales made in the course of that business.
- ii. Beginning January 1, 2021, at the rate of 2.5% of the gross receipts from the sales made in the course of that business.
- iii. Beginning January 1, 2022 and thereafter, at the rate of 3% of the gross receipts from the sales made in the course of that business.

(b) This tax does not apply to cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act.

(c) This tax is in addition to all other taxes and fees imposed by the Village of Lemont and State of Illinois.

Sec. 3.36-011. Tax Collection.

(a) The tax imposed by this Ordinance and all civil penalties that may be assessed as an incident of the tax shall be collected and enforced by the Illinois Department of Revenue.

(b) Persons subject to any tax imposed under this Section may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an additional charge,

which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect.

Sec. 3.36-012. Records.

Every person who is subject to this tax shall keep and maintain accurate and complete documents, books, and records of each transaction or activity subject to this section, from start to complete, including all original source documents. All such books and records shall be kept by the owner and shall, at all reasonable times during normal business hours, be open to inspection, audit, or copying by the Mayor or his/her designee.

Sec. 3.36-013. Cannabis License.

If any holder of a Village adult-use cannabis business license fails to remain current in the payment of the tax imposed by this section, the adult-use cannabis business license may be suspended or revoked by the local cannabis commissioner or his or her designee, or the Mayor if the position of cannabis commissioner is not established, until said tax is made current. No adult-use cannabis may be sold from said premises until the tax has been paid.

Sec. 3.36-014. Effective Date.

This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law, provided, however, that the tax provided for herein shall take effect for all sales on or after January 1, 2020. Copies of this Ordinance shall be certified and sent to the Illinois Department of Revenue prior to September 30, 2019.

Section 3: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Intentionally left blank.

ADOPTED 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 SEPTEMBER, 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

TO: Village Board
FROM: Jason Berry, AICP, Economic & Community Development Director
SUBJECT: Class 6B Incentive Request at 13511 Main Street
DATE: September 19, 2019

SUMMARY/ BACKGROUND

Scott L. David, representing IMP LLC and Profit Logistic, Inc. is seeking Village support for a Cook County Class 6B special assessment. Both IMP and Profit Logistic are owned by Ile "Eli" Stojcevski. The 5.8-acre property at 13511 Main Street was purchased in September 2017 for \$1,300,000. The property is zoned M-3 Heavy Manufacturing District. Freight Transportation Terminal is a permitted use in this district. The property is currently classed as 5-90 Commercial minor improvement.

A site development permit was issued by the Village in December 2018; a building permit was issued in February 2019 for a 13,000 SF building with 8,395 SF of office, and 5 bays for truck and trailer repair. The site has parking for 100 trailers. Construction has not begun, and there are no licenses or occupancies issued at 13511 Main Street.

Mr. David notes that Profit Logistics seeks to relocate to Lemont, bringing 25 FT employees, 45-50 daily trucking jobs, and 3-5 administrative jobs. Space will be available to lease, potentially bringing additional jobs.

This Class 6B request was discussed at the August and September Committee of the Whole.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan.

The comprehensive plan envisions this site remaining industrial. The plan states, "Lemont struggles to compete with nearby communities for commercial and industrial development due to its disadvantageous tax situation. Property taxes for commercial and industrial properties are typically higher in Cook County than in nearby Will or DuPage counties." Transportation & Warehousing is one of two targeted preservation industries in Lemont's comprehensive plan.

STAFF RECOMMENDATION

Approval of the attached resolution approving a 6B tax assessment classification at 13511 Main Street.

BOARD ACTION REQUESTED

Motion and approval of the attached resolution.

ATTACHMENTS

1. A RESOLUTION APPROVING A CLASS 6B REAL ESTATE TAX ASSESSMENT CLASSIFICATION FOR THE PROPERTY LOCATED AT 13511 MAIN STREET, LEMONT, ILLINOIS (IMP LLC)



VILLAGE OF LEMONT

**RESOLUTION
NUMBER R-__-19**

**A RESOLUTION APPROVING A CLASS 6B REAL ESTATE TAX ASSESSMENT
CLASSIFICATION FOR THE PROPERTY LOCATED AT 13511 MAIN STREET,
LEMONT, ILLINOIS (IMP LLC)**

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

***JANELLE KITTRIDGE
DAVE MAHER
RYAN KWASNESKI
KEN MCCLAFFERTY
RICK SNIEGOWSKI
RON STAPLETON
Trustees***

RESOLUTION NO. R-_____-19

**A RESOLUTION APPROVING A CLASS 6B REAL ESTATE TAX ASSESSMENT
CLASSIFICATION FOR THE PROPERTY LOCATED AT 13511 MAIN STREET,
LEMONT, ILLINOIS (IMP LLC)**

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 Commissioners of the County of Cook have enacted and amended an ordinance entitled Cook County Real Property Assessment Classification, as amended from time to time (the “Classification Ordinance”) which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, IMP LLC (the “Applicant”) acquired a parcel of property commonly known as 13511 Main Street, Lemont, Illinois, identified by permanent index number (PIN) 22-14-300-034-0000 and as legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Applicant has indicated that a Class 6b incentive is necessary for the development and construction to occur on the Property; and

WHEREAS, IMP LLC (the “Applicant”), has requested the Mayor and Board of Trustees of the Village of Lemont (the “Corporate Authorities”) to support and consent to the granting of a Cook County Class 6B Real Estate Assessment Classification for the Property.

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. 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 if fully set forth in their entirety.

Section 2. The Corporate Authorities support and consent to the granting of a Cook County 6B Tax Assessment Classification for the Property, which is legally described in Exhibit A, and find that without the granting of the Class 6B Tax Assessment Classification, IMP LLC will not be able to maintain the Property and will thwart the efforts of owners to expand within the Village.

Section 3. The Corporate Authorities further find that the granting of the Class 6B Tax Assessment Classification is necessary for the development to occur and remain viable on the Property, which is the subject of this Resolution.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED this 23rd day of September, 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 23rd DAY OF SEPTEMBER, 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A

Legal Description

PARCEL 1: (FEE)

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1264.36 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 744.61 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4, AND RUNNING THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 142.81 FEET TO A POINT WHICH IS 1220.29 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 608.88 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, THE WESTERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4, 958.89 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4, A DISTANCE OF 605.64 FEET TO A POINT WHICH IS 57.58 FEET NORTHEASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 461.96 FEET, A DISTANCE OF 486.02 FEET TO A POINT WHICH IS 401.14 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 674.25 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE EASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 448.41 FEET TO AN INTERSECTION WITH A LINE WHICH EXTENDS NORTHWARDLY FROM A POINT WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4, TO THE AFORESAID POINT WHICH IS 1264.36 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 744.61 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF SAID SOUTHWEST 1/4; AND THENCE NORTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 500.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (EASEMENT)

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY GRANTED BY GRANT OF EASEMENT DATED FEBRUARY 25, 1963 RECORDED MARCH 6, 1963 AS DOCUMENT NUMBER [18736259](#) AND FILED MARCH 6, 1963 AS DOCUMENT NUMBER [LR 2080370](#) BY NORTHERN ILLINOIS GAS COMPANY, AN ILLINOIS CORPORATION, TO A. E. STALEY MANUFACTURING COMPANY, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE CONSTRUCTION, OPERATION, RECONSTRUCTION, REPAIR, MAINTENANCE AND USE OF TWO (2) PUBLIC OR PRIVATE ROAD CROSSINGS, THIRTY (30) FEET IN WIDTH, ACROSS THE FOLLOWING DESCRIBED PREMISES INCLUDING THE RIGHT TO PAVE AND OTHERWISE IMPROVE SUCH ROAD CROSSINGS, PROVIDED THAT SUCH ROADS BE LOCATED AND CONSTRUCTED AT SUBSTANTIALLY RIGHT ANGLES TO SAG-LEMONT ROAD (ALSO KNOWN AS CHICAGO-JOLIET ROAD), AND SUBJECT TO THE RIGHTS OF SAID GRANTOR AND THE GRANTEEES, LICENSEES, LESSEES, SUCCESSORS AND ASSIGNS OF SAID GRANTOR TO CONSTRUCT, RECONSTRUCT, MAINTAIN, REPLACE, REPAIR AND OPERATE GAS PIPE LINES AND OTHER PUBLIC UTILITIES AND APPURTENANCES THERETO THROUGH, ACROSS AND UPON SAID PREMISES:

THE NORTHERLY 87.50 FEET OF THE SOUTHERLY 120.50 FEET (BOTH MEASUREMENTS BEING PERPENDICULAR TO THE CENTER LINE OF THE SAG-LEMONT ROAD ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) OF THE WEST 438 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE CENTER LINE OF THE SAG-LEMONT ROAD, ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD;

ALSO A TRIANGULAR SHAPED PARCEL OF LAND IN SAID SOUTHWEST 1/4 LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT 120 FEET NORTH OF THE INTERSECTION

OF THE WEST LINE OF THE SOUTHWEST 1/4 WITH THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET WHICH POINT IS 120 FEET NORTHEASTERLY OF THE WEST LINE OF SAID SOUTHWEST 1/4 AS MEASURED ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 120.50 FEET; ALSO, THE SOUTHERLY 120.50 FEET (AS MEASURED PERPENDICULAR TO THE SOUTHERLY LINES) OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE CHICAGO AND JOLIET ROAD WITH THE EAST LINE OF THE WEST 438 FEET OF SAID SOUTHWEST 1/4, WHICH POINT IS 259.72 FEET NORTH (MEASURED PERPENDICULARLY) FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 438 FEET A DISTANCE OF 842.55 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE GULF, MOBILE, AND OHIO RAILWAY COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD) AS THE SAME IS NOW LOCATED; THENCE NORTHEASTWARDLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 339.82 FEET TO A POINT WHICH IS 749.98 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1236.21 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWARDLY A DISTANCE OF 882.35 FEET TO A POINT ON SAID CENTER LINE OF THE CHICAGO AND JOLIET ROAD WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 369.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTWARDLY ALONG SAID CENTER LINE OF ROAD A DISTANCE OF 71.77 FEET TO A POINT WHICH IS 843.90 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 362.51 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4, AND THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID CENTER LINE OF ROAD A DISTANCE OF 418.97 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY GRANTED BY GRANT OF ROADWAY EASEMENT DATED DECEMBER 29, 1961 RECORDED DECEMBER 11, 1962 AS DOCUMENT NUMBER [18669216](#) BY NORTH AMERICAN CAR CORPORATION TO A. E. STALEY MANUFACTURING COMPANY AND ITS SUCCESSORS AND ASSIGNS AND ITS AND THEIR AGENTS, TENANTS AND LICENSEES, IN COMMON WITH NORTH AMERICAN AND ALL OTHERS HAVING A LIKE RIGHT, TO PASS AND REPASS ALONG THAT PORTION OF THE EXISTING PRIVATE ROAD LOCATED ON THE SERVIENT TENEMENT KNOWN AS THE "MALEY ROAD" WHICH LIES EASTERLY OF THE DOMINANT TENEMENT FOR INGRESS THERETO FROM THE LEMONT SAG ROAD (ALSO KNOWN AS THE CHICAGO AND JOLIET ROAD) AND EGRESS FROM THE DOMINANT TENEMENT TO SAID ROAD.

TO: Village Board
FROM: Mark Herman, MPA, AICP Community Development Manager
THROUGH: Jason Berry, AICP, Economic & Community Development Director
SUBJECT: Case 18-06: Lucky Trip Gas Station Lot Consolidation)
DATE: September 23, 2019

SUMMARY/ BACKGROUND

William Zalewski of Advanced Consulting Engineers, working on behalf of Lucky Trip LLC, has submitted a plat of consolidation for the Lucky Trip Gas Station property, which is located at 13604 and 13624 South Archer Avenue. Currently, the site is comprised of two parcels, consisting of approximately 1.46 acres. Consolidation the parcels into a single lot of record was a condition of approval for the project when the Village approved the annexation, zoning, and variations for the proposed gas station in October 2018 (see Ordinance O-54-18).

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

Consistency with Lemont 2030 Comprehensive Plan

The Lemont 2030 Comprehensive Plan (Lemont 2030) map designates this area as Community Retail (CR) land use, which is "Characterized by general retail uses, in addition to the convenience-orientated uses also found in the neighborhood retail district. Developments in the community retail district will be more auto-orientated than those in the neighborhood retail district." The proposed plat of consolidation is consistent with the goals of the Lemont 2030 Comprehensive Plan, since the proposed development is consistent with the Community Retail land use.

STAFF RECOMMENDATION

Staff is recommending approval.

BOARD ACTION REQUESTED

Vote on the attached resolution.

ATTACHMENTS

1. A RESOLUTION APPROVING LUCKY TRIP PLAT OF SUBDIVISION



VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION APPROVING LUCKY TRIP PLAT OF SUBDIVISION
(13604 and 13624 S. Archer Avenue Lot Consolidation)**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD DAY OF SEPTEMBER, 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 23rd day of September, 2019**

RESOLUTION NO. _____

**A RESOLUTION APPROVING LUCKY TRIP PLAT OF SUBDIVISION
(13604 and 13624 S. Archer Avenue Lot Consolidation)**

WHEREAS, William Zalewski of Advanced Consulting Engineers, (hereinafter referred to as the “Petitioner”); working on behalf Lucky Trip LLC, the owner of certain property generally located on the west side of South Archer Avenue, south of 135th Street, and commonly known as 13604 and 13624 S. Archer Avenue (PIN #s 16-05-05-100-023-0000 and 16-05-05-100-006-0000) in the Village of Lemont which is legally described and depicted in a Plat of Subdivision, attached hereto and made part hereof as Exhibit A (hereinafter referred to as the “Subject Property”); and

WHEREAS, Petitioner has submitted an application to the Village of Lemont for approval of a Plat of Subdivision to consolidate the two existing parcels into a single lot of record, prepared by JLH Land Surveying, Inc.; and

WHEREAS, the Plat of Subdivision is in substantial conformance with the physical development policies and standards of the Village of Lemont; and

WHEREAS, pursuant to the Unified Development Ordinance, the Planning and Economic Development Director has recommended approval of the Plat of Consolidation.

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that Lucky Trip Plat of Subdivision, which is attached hereto 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 23th DAY OF SEPTEMBER 2019.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOSKE, Village President

ATTEST:

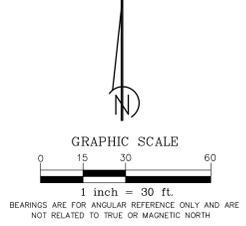
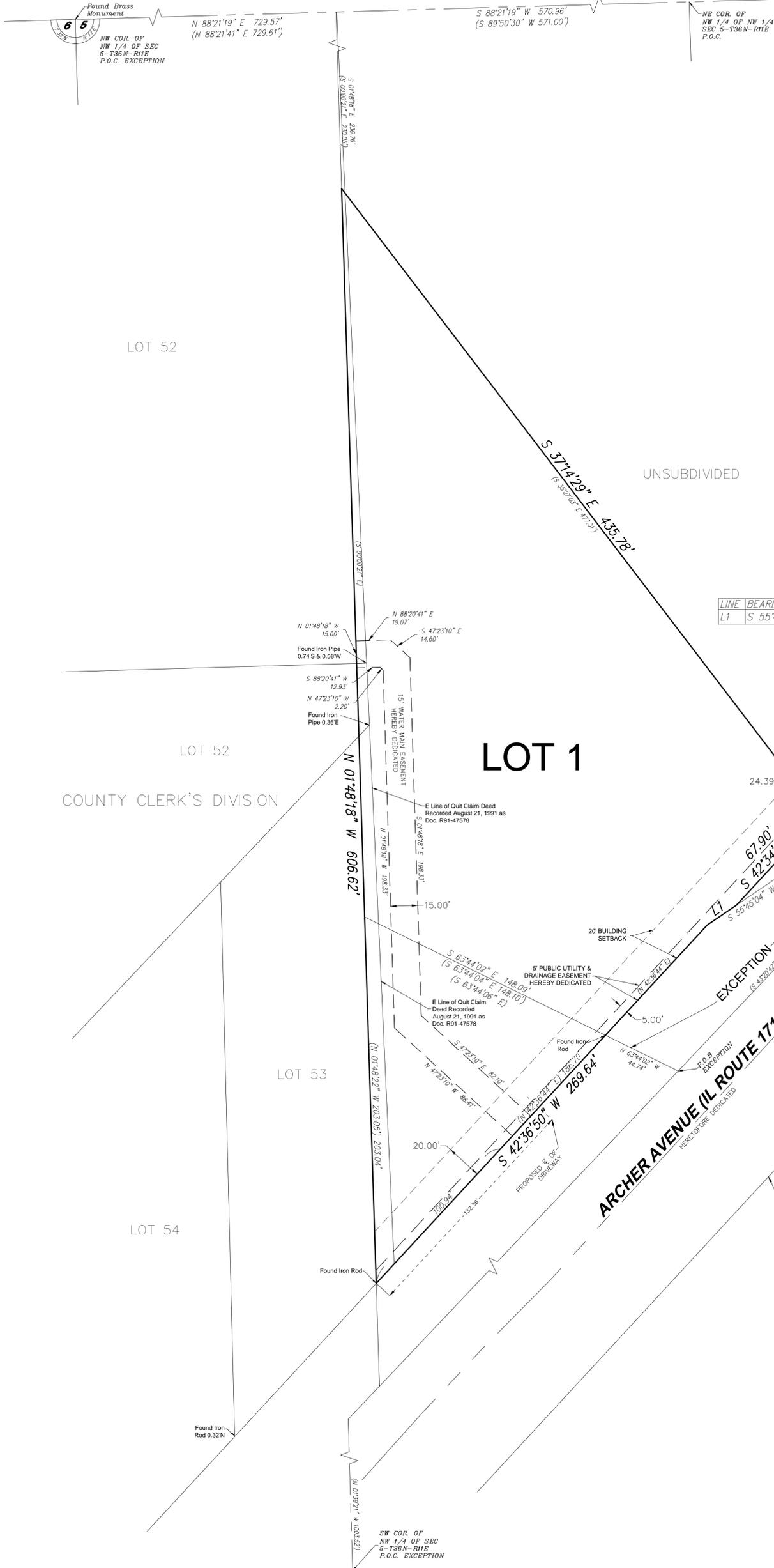
CHARLENE M. SMOLLEN, Village Clerk

Exhibit A

Lucky Trip Plat of Subdivision

PLAT OF SUBDIVISION LUCKY TRIP

BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.



LAND AREA:
63,444.25 SF± OR 1.46 ACRES±

LINE	BEARING	DISTANCE
L1	S 55°45'04" W (S 55°44'59" W)	19.49'

NOTES:

1. THE BASIS OF BEARINGS IS THE NORTH LINE OF SECTION 05-36-11.
2. THERE SHALL BE AT MOST ONE DIRECT VEHICULAR ACCESS TO IL ROUTE 171 (ARCHER AVENUE) FROM LOT.
3. NO OTHER VEHICULAR ACCESS TO IL ROUTE 171 (ARCHER AVENUE) FROM LOT 1 SHALL BE ALLOWED.

SHEET 1 OF 2 17-632-119	PROJ. MGR.: JLH	PLAT OF SUBDIVISION ARCHER AVENUE LEMONT, ILLINOIS
	DRAWN BY: JLH	
	CHECKED BY: JLH	
	DATE: _____	
SCALE: 1"=30'		

DATE	REVISIONS	BY
07/25/19	VILLAGE COMMENTS	JLH
07/29/19	SCALE	JLH
08/02/19	VILLAGE COMMENTS	JLH
08/05/19	VILLAGE COMMENTS	JLH
09/10/19	IDOT COMMENTS	JLH

PREPARED FOR:
PARAMVIR SINGH
LUCKY TRIP, LLC
945 WILLOWBROOK ST
SCHEREVILLE, IN 46375

ADVANTAGE
CONSULTING ENGINEERS
80 MAIN STREET - SUITE 17 - LEMONT, ILLINOIS 60439
847-280-4758
www.acongs.us



JLH LAND SURVEYING INC.
Illinois Professional Design Firm No. 184.007120
910 Geneva Street, Shorewood, Illinois 60404
815.729.4000 www.jlksurvey.com

PLAT OF SUBDIVISION LUCKY TRIP

PINS:

16-05-05-100-006-0000
16-05-05-100-023-0000

BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

I, _____, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNER, I HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS HEREON SHOWN, AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

I HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT, INCLUDING BUT NOT LIMITED TO, THOROUGHFARES, STREETS, ALLEYS, WALKWAYS AND PUBLIC SERVICES; GRANT THE TELEPHONE, GAS, ELECTRIC AND ANY OTHER PUBLIC OR PRIVATE UTILITY EASEMENTS AS STATED AND SHOWN ON THIS PLAT; AND GRANT AND DECLARE THE STORM WATER DRAINAGE AND DETENTION EASEMENTS AS STATED AND SHOWN ON THIS PLAT.

I FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS SUBDIVISION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE SUBDIVISION AND APPROVED BY THE COURT WHICH CONFIRMED THE SPECIAL ASSESSMENT AND THE PROPER COLLECTOR OF ANY SUCH SPECIAL ASSESSMENT HAS SO CERTIFIED SUCH DIVISION ON THE FACE OF THIS SUBDIVISION PLAT.

DATED THIS _____ DAY OF _____, A.D. 2019.

OWNER: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

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 FORGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2019.

BY: _____
Notary Public

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

I, _____, AS MORTGAGEE FOR THE LAND DESCRIBED IN THIS SUBDIVISION HEREBY CONSENTS TO SAID SUBDIVISION AS SHOWN AND DESCRIBED ON THIS PLAT.

DATED THIS _____ DAY OF _____, A.D. 2019.

BY: _____ TITLE: _____

ATTEST: _____ TITLE: _____

Address

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2019.

BY: _____
Notary Public

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, I THE UNDERSIGNED AS OWNER OF THE PROPERTY, WHICH WILL BE KNOWN AS _____ IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: _____
HIGH SCHOOL DISTRICT: _____
JUNIOR COLLEGE DISTRICT: _____

IN _____ COUNTY, ILLINOIS

DATED THIS _____ DAY OF _____, A.D. 2019.

BY: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT FOR USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2019.

BY: _____
Notary Public

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D. 2019.

BY: _____
Owner or Duly Authorized Attorney

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS _____ DAY OF _____, A.D. 2019.

BY: _____
Village Engineer

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF LEMONT, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS DESIGNATED "PUBLIC UTILITY AND DRAINAGE EASEMENT" AND THOSE AREAS DESIGNATED "PU & DE" ON THE PLAT, TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSIONS, DISTRIBUTION, AND COLLECTION SYSTEMS, INCLUDING BUT NOT LIMITED TO WATER LINES, SANITARY SEWERS AND STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY VALVE VAULTS, FIRE HYDRANTS, MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF SUCH LINES AND SEWERS, NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, LANDSCAPE AREAS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS, WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCE OF THE VILLAGE OF LEMONT AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION.

PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LEMONT AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE AND EMERGENCY AND ROUTINE POLICE, FIRE, AND OTHER PUBLIC SAFETY RELATED SERVICES.

COMED COMPANY AND AT&T CORPORATION

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMED COMPANY AND AT&T CORPORATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH ELECTRIC AND COMMUNICATIONS SERVICES, TOGETHER WITH THE RIGHT TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

NICOR CORPORATION/NICOR GAS COMPANY

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR CORPORATION AND NICOR GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS SUPPLY SERVICES, TOGETHER WITH THE RIGHT TO INSTALL, REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERRECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

COMCAST COMMUNICATIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, IT'S SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE THE SUBDIVISION AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL, REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERRECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

WATER MAIN EASEMENT PROVISIONS

A NON-EXCLUSIVE, PERPETUAL EASEMENT IS RESERVED AND GRANTED FOR THE VILLAGE OF LEMONT OVER ALL AREAS MARKED "WATER MAIN EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE A WATER MAIN SYSTEM TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, HYDRANTS, VALVES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE PLACED ON SAID EASEMENT.

IDOT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS.

APPROVED THIS _____ DAY OF _____, 2019.

AS TO ROADWAY ACCESS TO STATE HIGHWAY IL ROUTE 171, ALSO KNOWN AS ARCHER AVENUE.

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

BY: _____
DISTRICT ENGINEER - DISTRICT 1
ILLINOIS DEPARTMENT OF TRANSPORTATION

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, _____, VILLAGE TREASURER OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.

DATED THIS _____ DAY OF _____, 2019.

BY: _____
Village Treasurer

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS AT A PUBLIC MEETING HELD:

DATED THIS _____ DAY OF _____, 2019.

BY: _____
President

ATTEST: _____
Village Clerk

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER OF DEEDS OFFICE OF WILL COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF _____, A.D. 2019 AT _____ O'CLOCK _____ M.

WILL COUNTY RECORDER

LAND SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL) SS.

I, JAMES L. HARPOLE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATE IN WILL COUNTY, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, IN TOWNSHIP 36 NORTH, AND IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST ON THE NORTH LINE OF SAID NORTHWEST QUARTER 571.00 FEET TO THE WEST LINE OF THE EAST 571.00 FEET OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS EAST ON SAID WEST LINE 230.05 FEET TO A POINT 403.59 FEET NORTH OF THE NORTHERN MOST CORNER OF THE PARCEL OF LAND CONVEYED TO PETER C. KULIS AND WIFE, BY THE DEED RECORDED AS DOCUMENT NO. 651033, AS MEASURED ON SAID WEST LINE, AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 21 SECONDS EAST ON THE SAID WEST LINE 403.59 FEET TO THE NORTHERN MOST CORNER OF SAID PARCEL CONVEYED BY DOCUMENT NO. 651033; THENCE SOUTH 61 DEGREES 54 MINUTES 42 SECONDS EAST ON THE NORTHEASTERLY LINE OF SAID PARCEL CONVEYED BY DOCUMENT NO. 651033, A DISTANCE OF 193.09 FEET TO THE EASTERMOST CORNER OF SAID PARCEL CONVEYED BY DOCUMENT NO. 651033, SAID CORNER BEING ON THE CENTERLINE OF ORIGINAL ARCHER ROAD; THENCE NORTH 45 DEGREES 12 MINUTES 30 SECONDS EAST ON SAID CENTERLINE 150.00 FEET; THENCE NORTH 35 DEGREES 27 MINUTES 03 SECONDS WEST 477.31 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

LESS AND EXCEPT: THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH 01 DEGREES 39 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1003.52 FEET TO A POINT IN THE ORIGINAL CENTER LINE OF ARCHER AVENUE; THENCE NORTH 43 DEGREES 20 MINUTES 42 SECONDS EAST, ALONG SAID CENTER LINE, A DISTANCE OF 1275.26 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. R92-20760 RECORDED MARCH 24, 1992, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 63 DEGREES 44 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 44.74 FEET; THENCE FORTH 42 DEGREES 36 MINUTES 44 SECONDS EAST, A DISTANCE OF 82.95 FEET; THENCE NORTH 55 DEGREES 44 MINUTES 59 SECONDS EAST, A DISTANCE OF 86.40 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. R86-09436 RECORDED MARCH 9, 1986 AND THE EXISTING NORTHWESTERLY RIGHT-OF-WAY LINE OF ARCHER AVENUE; THENCE SOUTH 37 DEGREES 14 MINUTES 33 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 25.61 FEET TO A POINT IN SAID CENTER LINE; THENCE SOUTH 40 DEGREES 20 MINUTE 42 SECONDS WEST, ALONG SAID CENTER LINE, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, SAID PART CONTAINING 0.1417 ACRE (6,172 SQUARE FEET), MORE OR LESS, OF WHICH 0.0875 ACRE (3,812 SQUARE FEET), MORE OR LESS, HAS BEEN PREVIOUSLY DEDICATED OR USED FOR PUBLIC RIGHT-OF-WAY.

AND

EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE ON AN ASSUMED BEARING OF NORTH 88 DEGREES 21 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 729.61 FEET TO THE WEST LINE OF THE EAST 571.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 1 DEGREE 48 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF THE EAST 571.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 237.11 FEET (230.05 FEET, RECORDED) TO THE MOST NORTHERLY CORNER OF WARRANTY DEED RECORDED JANUARY 4, 1988 AS DOCUMENT NUMBER R88-00066, BEING 403.59 FEET NORTH (AS MEASURED ALONG THE WEST LINE OF THE EAST 571.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5) OF THE MOST NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO PETER C. KULIS AND WIFE, ACCORDING TO WARRANTY DEED RECORDED FEBRUARY 3, 1949 AS DOCUMENT NUMBER 651033; THENCE SOUTH 37 DEGREES 14 MINUTES 29 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID WARRANTY DEED RECORDED AS DOCUMENT NUMBER R88-00066, A DISTANCE OF 435.78 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 37 DEGREES 14 MINUTES 29 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID WARRANTY DEED, A DISTANCE OF 154.9 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF ARCHER AVENUE (ILLINOIS ROUTE 171) RECORDED APRIL 4, 1997 AS DOCUMENT NUMBER R97-027659; THENCE SOUTH 55 DEGREES 45 MINUTES 04 SECONDS WEST ALONG THE SAID NORTHWESTERLY RIGHT OF WAY LINE OF ARCHER AVENUE (ILLINOIS ROUTE 171), A DISTANCE OF 66.94 FEET; THENCE NORTH 42 DEGREES 34 MINUTES 56 SECONDS EAST, A DISTANCE OF 67.92 FEET TO THE POINT OF BEGINNING.

I, JAMES L. HARPOLE FURTHER CERTIFY THAT BASED ON EXAMINATION OF THE FEDERAL EMERGENCY AGENCY FLOOD INSURANCE RATE MAP, PANEL NUMBER 17197C0070G, EFFECTIVE DATE OF 02/15/2019, THAT THE PARCEL INCLUDED IN THIS RECORD OF DEED IS PARTIALLY LOCATED IN A SPECIAL FLOOD HAZARD AREA.

FURTHERMORE, I DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT, FOR THE PURPOSE OF RECORDING THIS DOCUMENT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2019.

JAMES L. HARPOLE, ILLINOIS PROFESSIONAL
LAND SURVEYOR NO. 3190
LICENSE EXPIRES NOVEMBER 30, 2020

SHEET
2 OF **2**
17-632-119

PLAT OF SUBDIVISION
ARCHER AVENUE
LEMONT, ILLINOIS



JLH LAND SURVEYING INC.
Illinois Professional Design Firm No. 184.007120
910 Geneva Street, Shorewood, Illinois 60404
815.729.4000 www.jlhsurvey.com

TO: Village Board
FROM: Jason Berry, AICP, Economic & Community Development Director
SUBJECT: Business District Improvement Grant
DATE: September 19, 2019

SUMMARY/ BACKGROUND

Business District Improvement Grants were reestablished by the Village Board for FY2019-20. The current round of grants was extended to any commercial property in Lemont. Eligibility, a list of reimbursable costs, and grant evaluation criteria were published with the grant application and online at <https://www.lemont.il.us/758/Business-District-Improvement-Grant>

Nine applications were reviewed by the Historic Preservation Commission at their regular meeting on September 12, 2019 and all were found to meet the grant criteria. The applications were forwarded to the Committee of the Whole as the grant review committee for evaluation and direction to staff. It has been recommended to provide funding of 50% of each grant, not to exceed \$5,000 with the exception of significant restoration or repair of contributing elements to landmark properties in the Lemont Historic District.

ANALYSIS

Consistency with Village Policy

2018-21 Strategic Plan.

Village investment in the Business District Improvement Grant program aligns with the Economic Vitality priority and supports the outcome, "downtown and uptown are thriving, stable retail districts." EAV is a key indicator, and investment of nearly \$125,000 in commercial buildings should boost values for the individual properties. Business improvements also support the Community Image priority's outcome for "a positive image for Lemont" through both resident and visitor sentiment.

Lemont 2030 Comprehensive Plan.

The establishment this year of the Business District Improvement Grant fulfills the top physical and policy improvement recommendation in the Comprehensive Plan's "Our Economic Prosperity" Chapter, Implementation Action Area 1: Develop Lemont's Product.

Establish a Community-Wide Façade and Site Improvement Program

The downtown façade and site improvement grant has been widely successful in helping business and property owners make needed improvements to downtown buildings and businesses. A similar program could encourage reinvestment in older commercial properties throughout the community. The program could be structured as a grant or low interest loan.

Historic Preservation Commission

As part of the grant review and approval process, the HPC reviewed applications within the Lemont Historic District. All were found to meet the expectations for a Certificate of Appropriateness. 43 Stephen Street, the former Lemont Waterworks built in 1891, was discussed for additional funding for the restoration of the 1891 Lemont limestone sign. A considerable expense, but one that is strongly aligned with the grant criteria of to honor the historic integrity of the structure.

STAFF RECOMMENDATION

Approval of the attached resolution for funding of eight Business District Improvement Grant applications totaling \$43,380.85

BOARD ACTION REQUESTED

Motion and approval of the attached resolution.

ATTACHMENTS

1. A RESOLUTION APPROVING BUSINESS DISTRICT IMPROVEMENT GRANTS FOR THE AUGUST 31, 2019 CYCLE IN LEMONT, IL



VILLAGE OF LEMONT

**RESOLUTION
NUMBER R-__-19**

**A RESOLUTION APPROVING BUSINESS DISTRICT IMPROVEMENT GRANTS FOR
THE AUGUST 31, 2019 CYCLE IN LEMONT, IL**

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

***JANELLE KITTRIDGE
DAVE MAHER
RYAN KWASNESKI
KEN MCCLAFFERTY
RICK SNIEGOWSKI
RON STAPLETON
Trustees***

RESOLUTION NO. R-_____-19

**A RESOLUTION APPROVING BUSINESS DISTRICT IMPROVEMENT GRANTS FOR
THE AUGUST 31, 2019 CYCLE IN LEMONT, IL**

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 Lemont 2030 Comprehensive Plan recommends establishing a community-wide façade and site improvement program; and

WHEREAS, to support economic growth within Lemont’s commercial districts the Village Board of Trustees approved funding for Business District Improvement Grants in the FY2019-20 Budget; and

WHEREAS, nine applications were reviewed by the Historic Preservation Commission at the regular meeting of September 12, 2019 and the proposed work was found to meet the requirements for a certificate of appropriateness and eligible for a grant under the criteria of the Business District Improvement Grant application; and

WHEREAS, the applications were reviewed at the Committee of the Whole regular meeting of September 16, 2019, and as the grant review committee the proposed work was found to be eligible for a grant under the criteria of the Business District Improvement Grant application; and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize eight Business District Improvement Grants totaling \$43,380.85

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 if fully set forth in their entirety.

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the following Business District Improvement Grant Agreements in substantially the same form as attached hereto as Exhibit A, subject to attorney review:

- a) Norton Sons Roofing Co., Inc, for the property at 43 Stephen Street, in the amount of \$9,655.85

- b) John R. and Mary L. Czech, for the property at 108 Stephen Street, in the amount of \$5,000.00 (Bella Du Jour)
- c) Mark Laketa, for the property at 111 Stephen Street in the amount of \$5,000.00
- d) Scott Studebaker, for the property at 213 Stephen Street, in the amount of \$5,000.00 (Wayne’s Barbershop)
- e) John J. Haberkorn, for the property at 112 Main Street, in the amount of \$5,000.00 (Bonus Electric)
- f) Suzanne Stolt, for the property at 311 Canal Street, in the amount of \$4,425.00 (JR Owen & Co.)
- g) Donald F. Guinta, for the property at 15780 New Avenue, in the amount of \$5,000.00 (Lemont Honor 22 VFW Post 5819)
- h) Lemont Court Yard Office Condominium Association, for 15419 127th Street, in the amount of \$4,300.00

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 23rd day of September, 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 23RD DAY OF SEPTEMBER, 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A

1 **VILLAGE OF LEMONT**

2
3 **BUSINESS DISTRICT IMPROVEMENT GRANT AGREEMENT**

4 **THIS AGREEMENT**, entered into this ____ day of _____, 2019, between the
5 Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following
6 designated OWNER/LESSEE, to wit:

7
8 Owner's/Lessee's Name: _____

9
10 Address: _____

11
12 City: Lemont State: Illinois Zip Code: 60439

13
14 Name of Business: _____

15
16 Project Address(es): _____

17
18
19 **WITNESSETH**

20 **Whereas**, the VILLAGE has established a Business District Improvement Grant
21 program for application within Downtown and B-zoning districts within the VILLAGE; and
22

23 **Whereas**, said Business District Improvement Grant program is administered by the
24 VILLAGE and is funded from General Fund and TIF District Revenues for purposes of
25 control and prevention of blight, dilapidation and deterioration of designated areas within the
26 District, and
27

28 **Whereas**, pursuant to said Program the VILLAGE has agreed to participate, subject
29 to its sole discretion, in sharing the costs of downtown building, sign, and site improvements
30 to commercial establishments within the District; and
31

32 **Whereas**, the OWNER's/LESSEE's property is located within the VILLAGE's
33 Downtown or B-zoning districts, and the OWNER/LESSEE desires to participate in the
34 Business District Improvement Grant program pursuant to the terms and provisions of this
35 agreement.
36

37 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement
38 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:
39

40 **Section 1.** COST SHARING. The VILLAGE shall reimburse the OWNER/LESSE

1 for fifty percent of the costs for property improvements, as described in Exhibit A, to the
2 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
3 **property improvements shall not exceed \$_____.**
4

5 **Section 2.** PLAN APPROVAL. No building, sign, or site improvement shall be
6 undertaken until the building, sign, and/or site plans have been submitted to and approved by
7 the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such
8 improvements to be completed within 180 days of the date of the approval of this
9 Agreement.
10

11 **Section 3.** REVIEW OF PROJECT. The Community Development Department
12 shall periodically review the progress of the contractor's work on the building, sign, and site
13 improvements pursuant to this Agreement. Such inspections shall not replace any required
14 permit inspection by Village Inspectors. All work which is not in conformance with the
15 approved drawings and specifications shall be immediately remedied by the
16 OWNER/LESSEE and deficient or improper work shall be replaced and made to comply
17 with the approved drawings, specifications, and terms of this Agreement.
18

19 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the
20 building and site improvement/historic preservation and upon its final inspection and
21 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
22 a properly executed and notarized contractor statement and architect fee statement showing
23 the full cost of the work as well as each separate component amount due to the contractor
24 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
25 work
26

27 In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the
28 contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall,
29 within sixty days of receipt of the contractor's statement and proof of payment issue a
30 check to the OWNER/LESSEE. In no case shall the amount paid to the
31 OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's
32 or architect's statements. At the time of reimbursement and throughout the term of this
33 agreement, the land use and signage under the control of the OWNER/LESSEE shall be in
34 conformance with zoning and sign code provisions.
35

36 **Section 5.** FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his
37 contractor fails to complete the building, sign, or site improvements in conformity with the
38 plans provided for in Exhibit A and in conformity with the provisions of this Agreement, this
39 Agreement shall terminate and the financial obligation on the part of the VILLAGE shall
40 cease and become null and void.
41

42 **Section 6.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,
43 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the

1 subject premises which is unrelated to the building, sign, and site improvement provided for
2 in this Agreement.

3
4 **Section 7.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This
5 Agreement shall be binding upon the VILLAGE OF LEMONT and upon the
6 OWNER/LESSEE and its successors, to said property for a period of three years from and
7 after the date of completion and approval of the improvements provided for herein. It shall be
8 the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of
9 Section 6 of this Agreement.

10
11 **Section 8.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION.
12 The owner of the subject property agree to defend and hold harmless the Village from any
13 and all claims which may arise out of said owners' construction activities under this
14 Agreement.

15
16 **Section 9.** GENERAL INDEMNIFICATION. In the event that, as a result of this
17 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant
18 in any litigation arising by reason of this Agreement, and development activities
19 contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the
20 mayor, trustees, officers and agents thereof, individually and collectively, from any
21 suits and from any claims, demands, setoff or other action including but not limited to
22 judgments arising therefrom. The obligation of the owners hereunder shall include and
23 extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and
24 its officers and agents in such litigation and includes expenses, court costs and fees; it
25 being understood that the owners where there shall be no applicable standards provided
26 therein, shall have the right to employ all such attorneys to represent the VILLAGE and its
27 officers and agents in such litigation, subject to the approval of the corporate authorities of
28 the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have
29 the right to appeal to courts of appellate jurisdiction any judgment taken against the
30 VILLAGE or its officers or agents in this respect, and the Village shall join in any such
31 appeal taken by the owners.

32
33 **Section 10.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto
34 may in law or in equity, by suit, action, mandamus, or any other proceeding, including
35 specific performance, enforce or compel the performance of this Agreement, which shall
36 include the right of the parties to recover a judgment for monetary damages against each
37 other, provided, however, that the owners shall not have a right to recover a judgment for
38 monetary damages against any elected or appointed official of the VILLAGE for any breach
39 of any of the terms of this Agreement. The VILLAGE reserves the right to maintain
40 an action to recover damages or any sums which owners have agreed to pay pursuant to this
41 Agreement and which have become due and remained unpaid.

1 **Section 11.** EXHIBITS. It is agreed that Exhibits ___ through ___ shall be
2 considered part of this agreement.

3
4 **Section 12.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.
5 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the
6 property as receiving VILLAGE funding under the Business District Improvement Grant
7 program. The sign will be provided by the VILLAGE and shall be displayed upon
8 approval of this Agreement to no less than thirty days after final approval and
9 reimbursement is made.

10
11 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
12 first appearing above.

13
14
15 **OWNERS/LESSEE**

VILLAGE OF LEMONT

16
17
18 _____
19 **Property OWNER**

Village President

20
21
22 **Date:** _____

Date: _____

23
24
25 _____
26 **LESSEE**

27
28 **Date:** _____

29
30
31
32
33
34
35
36 **ATTEST:**

37
38
39 **By:** _____
40 Village Clerk

EXHIBITS

TO: Village Board
FROM: Ralph Pukula, Public Works Director
THROUGH:
SUBJECT: Gateway Signage
DATE: September 23, 2019

SUMMARY/ BACKGROUND

Staff has been working with Parvin-Clauss Sign Company Inc. on the design of Gateway Signage. Discussions were held at Committee of the Whole meetings regarding the design, location, materials, customization, and cost of the construction and installation of these signs. Three Primary Gateway signs were requested at the September 16th meeting for a cost not to exceed \$73,200.00.

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan.

Lemont 2030 Comprehensive Plan.

5-Year Capital Improvement Plan (if applicable).

Budget (if applicable). The purchase of Gateway Signage was included in the FY2020 budget.

Procurement Policy (if applicable).

STAFF RECOMMENDATION

Due to the prior work with Parvin-Clauss Sign Company Inc. and the Customization of the Signs, Staff recommends that the Village waive the bid requirements and Proceed with the Purchase and Installation of Gateway Signs from Parvin-Clauss Sign Company Inc. for a cost not to exceed \$73,200.00.

BOARD ACTION REQUESTED

Motion to Waive Bidding Requirements and Proceed with the Purchase and Installation of Gateway Signs from Parvin-Clauss Sign Company Inc.

ATTACHMENTS

- Exhibit A – Parvin-Clauss Sign Company Inc. customer proposal



VILLAGE OF LEMONT

RESOLUTION NO. _____

**RESOLUTION APPROVING THE CONSTRUCTION AND INSTALLATION OF
GATEWAY SIGNAGE**

**ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE
VILLAGE OF LEMONT
THIS 23rd DAY OF SEPTEMBER 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 23rd day
of September 2019**

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CONSTRUCTION AND INSTALLATION OF GATEWAY SIGNAGE

WHEREAS, it has become necessary for the Village of Lemont (“Village”) to construct and install Gateway Signage; and

WHEREAS, Village staff obtained quotes for the necessary construction and installation of Gateway Signs from Parvin-Clauss Sign Company Inc, a preferred vendor; 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 competitive bidding; and

WHEREAS, The Village Board has determined that it is advisable, necessary, and in the best interest of the Village to waive competitive bidding and authorize the construction and installation of Gateway Signage from Parvin-Clauss Sign Company Inc. at a price not to exceed \$73,200.00.

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont, Counties of Cook, Will, and DuPage, Illinois, 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 Gateway Signage Construction and Installation with Parvin-Clauss Sign Company Inc. at a price not to exceed \$73,200 as Exhibit A.

SECTION THREE: The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to Construct and Install Gateway Signs from Parvin-Clauss Sign Company Inc. at a price not to exceed \$73,200.00 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.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd DAY of SEPTEMBER 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

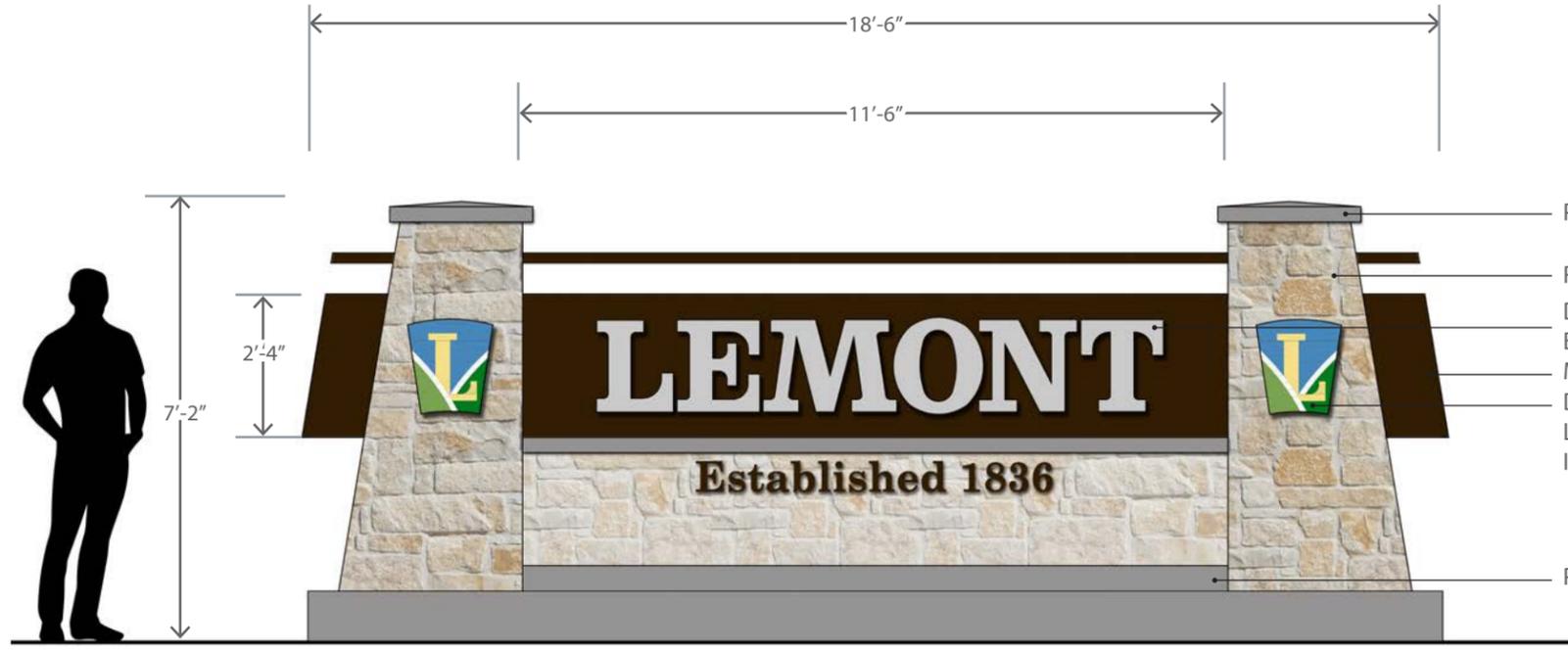
JOHN EGOFSKE
President

ATTEST:

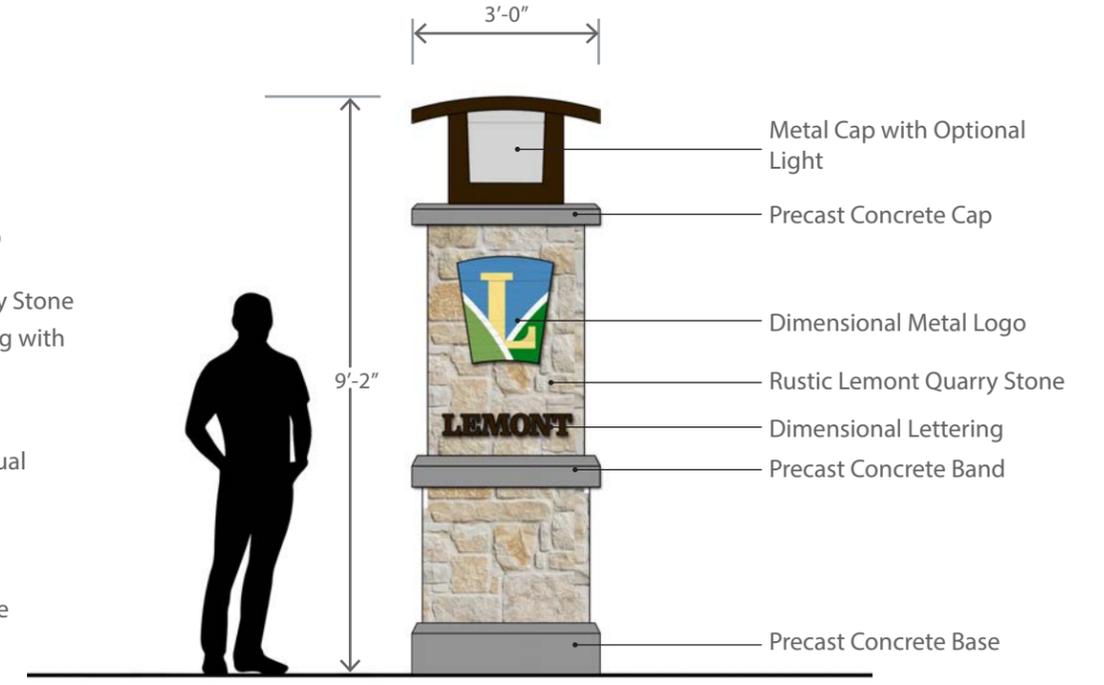
CHARLENE M. SMOLLEN
Village Clerk

Exhibit A
Parvin-Clauss Sign Company Inc. Proposal

Gateway Signage



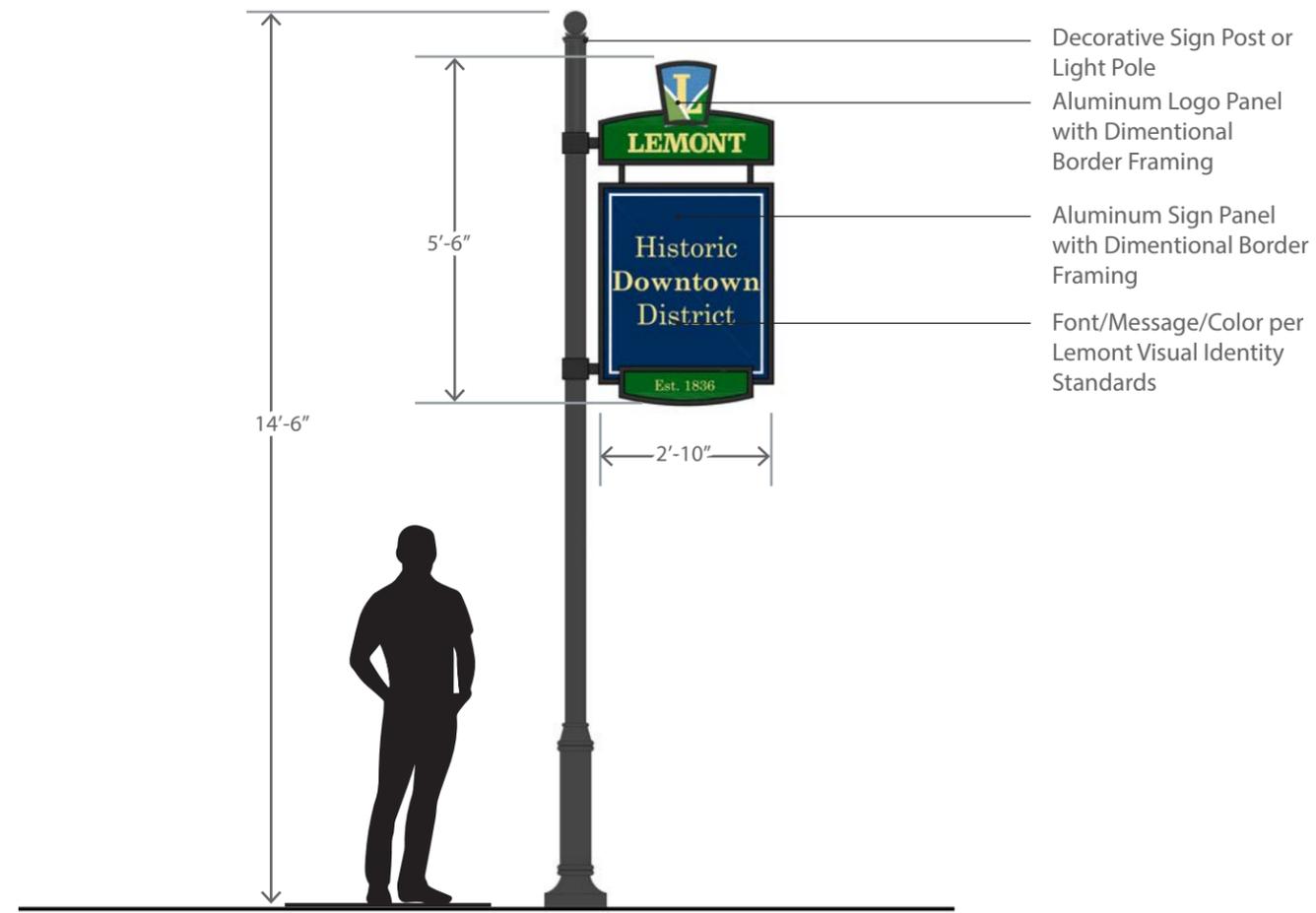
- Precast Concrete Cap
- Rustic Lemont Quarry Stone
- Dimensional Lettering with Back Lighting
- Metal Panel
- Dimensional Metal Logo per Lemont Visual Identity Standards
- Precast Concrete Base



- Metal Cap with Optional Light
- Precast Concrete Cap
- Dimensional Metal Logo
- Rustic Lemont Quarry Stone
- Dimensional Lettering
- Precast Concrete Band
- Precast Concrete Base

Primary Gateway Concept

Secondary Gateway Concept



- Decorative Sign Post or Light Pole
- Aluminum Logo Panel with Dimensional Border Framing
- Aluminum Sign Panel with Dimensional Border Framing
- Font/Message/Color per Lemont Visual Identity Standards

Tertiary Gateway Concept



Gateway Locations

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

Phone: 630-510-2020
Fax: 630-668-7802
Fed ID: 36-3322946

Quote No: 108124

Tuesday, May 28, 2019

Bill To:

VILLAGE OF LEMONT

16680 NEW AVENUE
LEMONT, IL 60439

We are pleased to present the following project proposal:

<i>Line: 1</i>	<i>Part ID: PCAB</i>	<i>Proposal Amount</i>
		\$72,950.00

Primary Monument

Furnish and install one 7'-2" high by 18'-6" wide masonry monument consisting of two stone piers with a stone connecting wall, aluminum sign with reverse channel, LED illuminated letters "Lemont" (cabinet to project out at each end), aluminum accent tube at top, non-illuminated .25" thick aluminum logo panels, one on each pier, and lettering "Established 1836", precast concrete base, trenched foundation with concrete.

Options:

Three monuments are \$70,125.00 each

Five monuments are \$68,875.00 each.

Salesperson: BN-BRIAN NEWTON

Prices are Valid Until Saturday, July 27, 2019

Terms: 50% Deposit required; Net 10 upon completion.

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

Phone: 630-510-2020
Fax: 630-668-7802
Fed ID: 36-3322946

Quote No: 108124

Tuesday, May 28, 2019

Please review this quotation and the accompanying design sketches for size dimensions, colors, copy and quality, and bring any required changes to our attention immediately. Note that significant changes may result in revision of quoted price and timeline. When approved, please sign below and return along with a signed copy of the design sketch to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

Pricing shown does not include:

- Any engineering required by the local municipality.
- Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.
- Applicable sign permits. If permits are required by the municipality prior to installation, the charges for permits and procurement will be added to the final invoice as a separate cost.

This Agreement assumes that installation will involve normal access, soil, and wall conditions.

In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the extra installation costs based on Seller's additional cost.

Parvin-Clauss Sign Co., Inc. is not responsible for damage to underground sprinkler systems, property lighting and/or private utilities.

Customer shall bring feed wires of suitable capacity and approved type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible for the supply thereof.

Should this order cancel for any reason, buyer agrees to pay seller for any time and materials incurred to date including, but not limited to: design sketches, permit municipality fees and procurement, site surveys/checkouts, etc.

Thank you for the opportunity to present this quotation for your signage needs. Our services are customized to meet the goals, guidelines and deadlines of your sign project. At Parvin-Clauss, your image is our priority, and commitment to quality is our promise. If you have any questions regarding this quote, please call.

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

Phone: 630-510-2020
Fax: 630-668-7802
Fed ID: 36-3322946

Quote No: 108124
Tuesday, May 28, 2019

TERMS AND CONDITIONS

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

Warranty: This agreement carries a 1 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

Title: Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

Damage: Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

Default: Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All over due payments under this Agreement which are in arrears more than ten days following due date under (b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

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Customer Signature

Customer Name Printed

Date ____/____/____

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

Phone: 630-510-2020
Fax: 630-668-7802
Fed ID: 36-3322946

Quote No: 108126

Tuesday, May 28, 2019

Bill To:

VILLAGE OF LEMONT

16680 NEW AVENUE
LEMONT, IL 60439

We are pleased to present the following project proposal:

<i>Line:</i> 1	<i>Part ID:</i> PCAB	<i>Proposal Amount</i>
		\$26,375.00

Secondary Monument

Furnish and install one 9'-2" high by 3' wide masonry monument consisting of one stone pier with precast concrete cap, band and base, .25" thick FCO logo and letters "Lemont" on one side, fabricated aluminum detail at top, augered footing with concrete.

Options:

Three monuments are \$24,750.00 each

Five monuments are \$23,500.00 each.

For lighting within the fixture, add \$1,150.00 to each.

Salesperson: BN-BRIAN NEWTON

Prices are Valid Until Saturday, July 27, 2019

Terms: 50% Deposit required; Net 10 upon completion.

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

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Please review this quotation and the accompanying design sketches for size dimensions, colors, copy and quality, and bring any required changes to our attention immediately. Note that significant changes may result in revision of quoted price and timeline. When approved, please sign below and return along with a signed copy of the design sketch to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

Pricing shown does not include:

- Any engineering required by the local municipality.
- Any insurance required in addition to our standard insurance coverages. If additional insurance coverage is required, it will be added to the price of this quote plus 10%. This includes, but is not limited to requests for special endorsements, primary, non-contributory umbrella coverage, waivers of subrogation, performance and payment bonds.
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X

Customer Signature

Customer Name Printed

Date ____/____/____

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

Phone: 630-510-2020
Fax: 630-668-7802
Fed ID: 36-3322946

Quote No: 108128
Tuesday, May 28, 2019

Bill To:

VILLAGE OF LEMONT

16680 NEW AVENUE
LEMONT, IL 60439

We are pleased to present the following project proposal:

<i>Line:</i>	<i>Part ID:</i>	<i>Proposal Amount</i>
1	FAUX STONE	\$25,950.00

Primary Monument

Furnish and install one 7'-2" high by 18'-6" wide faux masonry monument consisting of two piers with a connecting wall in a faux stone finish, dimensional letters "Lemont" and logo panels, one on each pier, and lettering "Established 1836", two internal steel poles in augered footings with concrete.

Options:

Three monuments are \$24,400.00 each
Five monuments are \$23,700.00 each.

Salesperson: BN-BRIAN NEWTON
Prices are Valid Until Saturday, July 27, 2019

Terms: 50% Deposit required; Net 10 upon completion.

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Please review this quotation and the accompanying design sketches for size dimensions, colors, copy and quality, and bring any required changes to our attention immediately. Note that significant changes may result in revision of quoted price and timeline. When approved, please sign below and return along with a signed copy of the design sketch to signify acceptance of this proposal and its related terms and conditions. Production will not be scheduled until both documents have been received and permits have been approved (if applicable), thus authorizing us to proceed with fabrication as described above.

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Customer Signature

Customer Name Printed

Date ____/____/____

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

Phone: 630-510-2020
Fax: 630-668-7802
Fed ID: 36-3322946

Quote No: 108129
Tuesday, May 28, 2019

Bill To:

VILLAGE OF LEMONT
16680 NEW AVENUE
LEMONT, IL 60439

We are pleased to present the following project proposal:

<i>Line: 1</i>	<i>Part ID: FAUX STONE</i>	<i>Proposal Amount</i>
		\$8,395.00

Secondary Monument

Furnish and install one 9'-2" high by 3' wide faux masonry monument consisting of one pier with a faux stone finish, rasied logo and lettering, custom shape cap at top painted two colors.

Options:

Three monuments are \$7,600.00 each
Five monuments are \$7,000.00 each.

Salesperson: BN-BRIAN NEWTON
Prices are Valid Until Saturday, July 27, 2019

Terms: 50% Deposit required; Net 10 upon completion.

Parvin-Clauss Sign Company Inc.

165 Tubeway Drive
Carol Stream, IL 60188 USA

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X

Customer Signature

Customer Name Printed

Date ____/____/____

TO: Mayor John Egofske
Village Board of Trustees

FROM: Ralph Pukula, Director of Public Works

SUBJECT: Fremont Alley Sanitary Sewer Project

DATE: September 23, 2019

SUMMARY/ BACKGROUND

Four (4) bids were received on September 17, 2019 at 11:00 a.m. for the Fremont Alley Sanitary Sewer project, which consists of an 8" diameter sanitary sewer, manholes, pavement patches, concrete pavement, curb and gutter removal and replacement, and all appurtenant construction. The low bid amount was submitted by Austin Tyler Construction, Inc., in the amount of \$60,156.00.

ANALYSIS

The purpose of this project is to replace a collapsed sanitary sewer that affects homes in the area by causing sewer backups

STAFF RECOMMENDATION

Acceptance of the low bid for the Fremont Alley Sanitary Sewer Project.

BOARD ACTION REQUESTED

Approval of Resolution accepting the bid, and award of the contract.

ATTACHMENTS

- Resolution Authorizing Award of Contract;
- Letter of Award Recommendation;
- Bid Tabulation listing the bid received, including company name, address and amount of bid; and
- Location Map

VILLAGE OF LEMONT

RESOLUTION NO. _____

**AUTHORIZING AWARD OF CONTRACT
FOR FREMONT ALLEY SANITARY SEWER PROJECT**

**ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE
VILLAGE OF LEMONT
THIS 23rd DAY OF SEPTEMBER 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 23rd day of
September 2019**

RESOLUTION NO. _____

AUTHORIZING AWARD OF CONTRACT FOR FREMONT ALLEY SEWER PROJECT

WHEREAS, The Village of Lemont requires that the Fremont Alley Sanitary Sewer project be completed; and

WHEREAS, the Village seeks to utilize the services of Austin Tyler Construction, Inc. for such work; and

WHEREAS, Austin Tyler Construction, Inc. submitted a low bid for such work in the amount of \$60,156.00; and

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

SECTION ONE: The agreement attached hereto as Exhibit A is hereby approved.

SECTION TWO: The Village Administrator is authorized to execute the Agreement and to make minor changes to the document prior to execution that do not materially alter the Village's obligations, to execute any other agreements and documentation as well as to take any other steps necessary to carry out this resolution.

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23RD DAY OF SEPTEMBER 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A
Fremont Alley Sanitary Sewer Project Contract

Contract for Fremont Street Alley Sanitary Sewer Project

1. **THIS AGREEMENT**, made and concluded the ____ day of __ between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and Austin Tyler Construction, Inc., 23343 S. Ridge Road, Elwood, IL 60421 his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Novotny Engineering, and designated as Fremont Alley Sanitary Sewer Project all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

Party of the First Part

ATTEST: The VILLAGE OF LEMONT

Charlene M. Smollen, Clerk By _____ George Schafer, Village Administrator

Party of the Second Part

(S E A L) _____ (If a Corporation)
Secretary Corporate Name Austin Tyler Construction, Inc.

(Corporate Seal) _____ President
(If a Co-Partnership)

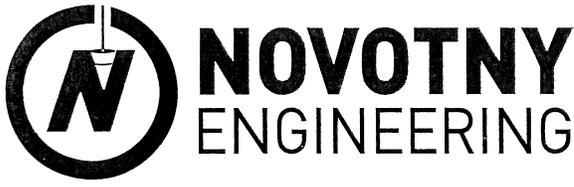
(SEAL)

(SEAL)

Partners doing Business under the name
of _____
(If an Individual)

(SEAL)

Exhibit B
Fremont Alley Sanitary Sewer Project Letter of Award Recommendation, Bid Tabulation,
and Location Map



September 17, 2019

Mr. George Schafer
Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439

Re: **Fremont Alley Sanitary Sewer
South of McCarthy Road, East of Fremont Street**

Dear George:

Listed below and on the attached *Tabulation of Bids* are the results of the September 17, 2019, bid opening for the above-captioned project. Four (4) bids were received and checked for accuracy, with no errors found. A summary is as follows:

Austin Tyler Construction, Inc.	\$60,156.00
Unique Plumbing Co., Inc.	69,647.00
Len Cox & Sons Excavating.....	79,230.00
Steve Spiess Construction	79,996.00
 Engineer's Estimate	 \$50,570.00

The low bidder was Austin Tyler Construction, Inc., who submitted a bid in the amount of \$60,156.00, which was \$9,586.00 (18.96%) above the Engineer's Estimate of \$50,570.00. The low bid is higher than the estimated cost of \$50,570.00 due to the fact that the sanitary sewer needs to be constructed upstream to downstream (backwards), since there is nowhere in this dead-end alley to load trench spoils onto trucks, except in a backwards direction. This adds considerable time and effort to the project.

Austin Tyler Construction, Inc. has the expertise to successfully complete this project. Therefore, we recommend that the Contract be awarded to **Austin Tyler Construction, Inc., 23343 S. Ridge Road, Elwood, IL 60421**, in the amount of **\$60,156.00**.

Please call if you have any questions regarding this matter.

Sincerely,

NOVOTNY ENGINEERING

James L. Cainkar, P.E., P.L.S.

JLC/kes
Enclosure

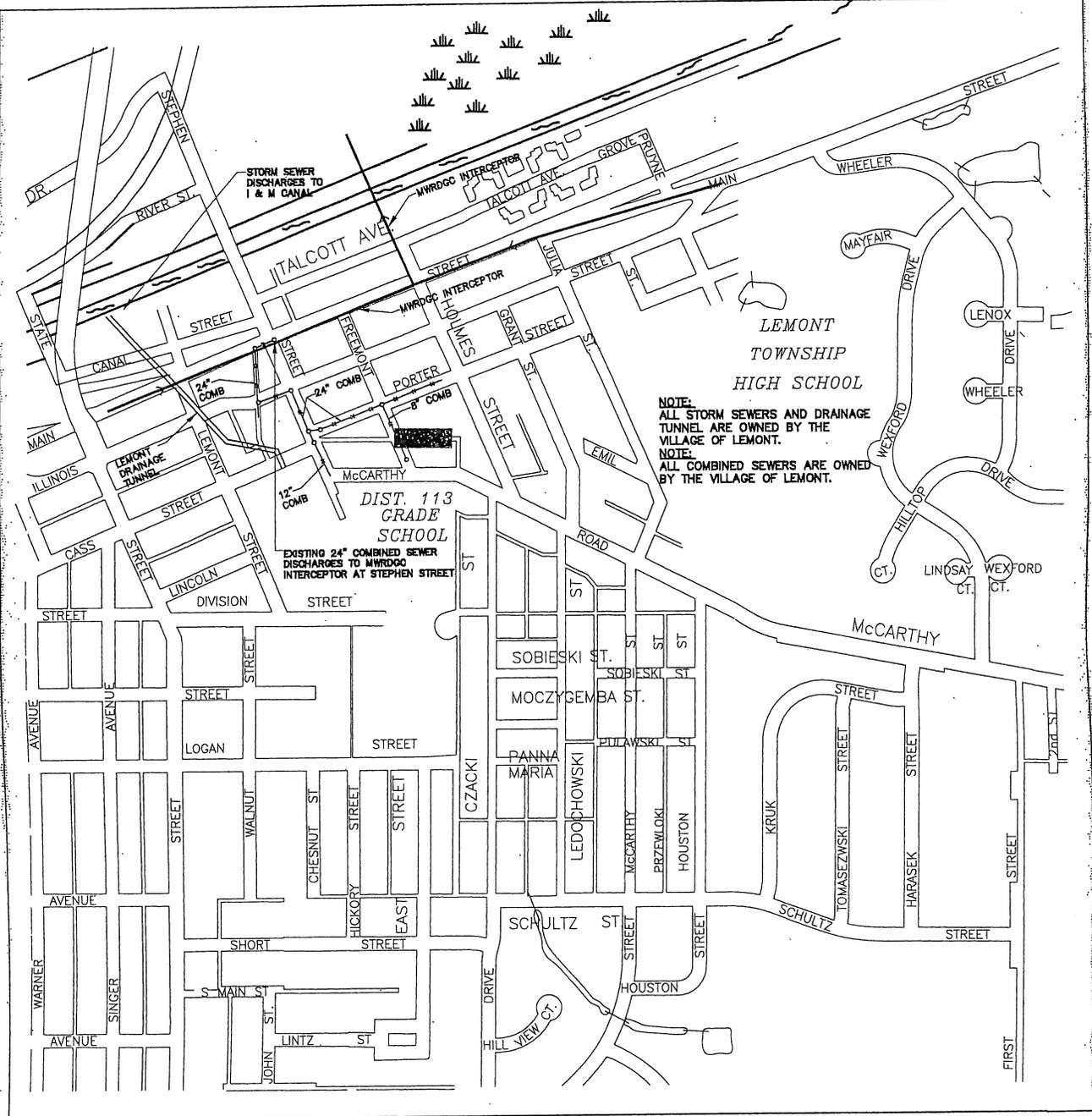
cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Ms. Linda Molitor, Executive Assistant, w/Enc.
Ms. Christina Smith, Finance Director, w/Enc.
File No. 19210

OWNER: Village of Lemont
PROJECT DESCRIPTION: Fremont Alley Sanitary Sewer

PROJECT NO : 19210

BID OPENING: September 17, 2019 @ 11:00 am

Item No	Description	Unit	Quantity	Engineers Estimate		Austin Tyler Construction 23343 S. Ridge Road Elwood, IL 60421 5% Bid Bond		Unique Plumbing Co., Inc. 9408 W. 47th Street Brookfield, IL 60513 5% Bid Bond		Len Cox & Sons Excavating 1203 Theodore Street Crest Hill, IL 60403 5% Bid Bond		Steve Spiess Construction 10284 Vans Drive Frankfort, IL 60423 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sanitary Sewer in Trench, PVC (SDR 26), 8"	FOOT	198	85.00	16,830.00	99.00	19,602.00	172.00	34,056.00	90.00	17,820.00	119.00	23,562.00
2	Sanitary Sewer in Trench, PVC (SDR 26), 6"	FOOT	24	75.00	1,800.00	71.00	1,704.00	60.00	1,440.00	137.50	3,300.00	119.00	2,856.00
3	Sanitary Manholes, Type A, 4' Dia., Type 1 Frame, Closed Lid	EACH	2	6,000.00	12,000.00	6,400.00	12,800.00	4,650.00	9,300.00	7,015.00	14,030.00	8,120.00	16,240.00
4	Sanitary Service Wye, 8" x 6"	EACH	3	250.00	750.00	200.00	600.00	305.00	915.00	500.00	1,500.00	800.00	2,400.00
5	Selected Granular Backfill, CA-6	CU YD	138	50.00	6,900.00	47.00	6,486.00	46.00	6,348.00	85.00	11,730.00	85.00	11,730.00
6	Class D Patches, Type IV, 2 1/2"	SQ YD	102	50.00	5,100.00	82.00	8,364.00	75.00	7,650.00	140.00	14,280.00	100.00	10,200.00
7	Class D Patches, Type II, 8"	SQ YD	10	70.00	700.00	340.00	3,400.00	255.00	2,550.00	325.00	3,250.00	200.00	2,000.00
8	Concrete Pavement Removal	SQ YD	26	25.00	650.00	30.00	780.00	30.00	780.00	20.00	520.00	40.00	1,040.00
9	Portland Cement Concrete Pavement, 7"	SQ YD	26	90.00	2,340.00	115.00	2,990.00	98.00	2,548.00	250.00	6,500.00	168.00	4,368.00
10	Concrete Curb & Gutter Removal	FOOT	70	10.00	700.00	9.00	630.00	8.00	560.00	15.00	1,050.00	15.00	1,050.00
11	Combination Concrete Curb & Gutter, Type B-6.12	FOOT	70	40.00	2,800.00	40.00	2,800.00	50.00	3,500.00	75.00	5,250.00	65.00	4,550.00
Totals :					50,570.00		60,156.00		69,647.00		79,230.00		79,996.00
Bid Error Corrections:													
Corrected Totals ----							60,156.00		69,647.00		79,230.00		79,996.00
Over / Under ----							9,586.00		19,077.00		28,660.00		29,426.00
Percent ----							18.96%		37.72%		56.67%		58.19%



LEMONT TOWNSHIP

PROJECT LOCATION MAP

N.T.S.

————— DENOTES LOCATION OF IMPROVEMENT

LENGTH OF PROJECT

FREMONT STREET ALLEY SANITARY SEWER 198 FT (0.04 MILES)