

VILLAGE BOARD
Committee of the Whole Meeting

February 12, 2018 – 6:30 PM
Lemont Village Hall – Village Board Room
418 Main St., Lemont, IL 60439

AGENDA

- I. Call to Order
- II. Roll Call
- III. Discussion Items
 - A. Saftey Village Co-Lease Opportunity Discussion
(Community Development)(Stapleton)(Schafer)
 - B. Case 26-09 Lemont Road/Malley Disconnection
(Community Development)(Stapleton)(Berry)
 - C. Discussion of Boundary Agreement with Homer Glen
(Economic Development)(McClafferty)(Schafer)
 - D. Capital Improvement Plan Discussion
(Finance)(Sniegowski)(Smith)
 - E. Glens of Connemara Improvements Discussion
(Public Works)(Blatzer)(Schafer)
- IV. Unfinished Business
- V. New Business
- VI. Audience Participation
- VII. Executive Session- if necessary
- VIII. Adjourn

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Discussion of Potential Safety Village Re-Use Opportunities
DATE: February 8, 2018

SUMMARY/ BACKGROUND

Around 20 years ago the Village of Lemont entered into a lease agreement with the Metropolitan Water Reclamation of Greater Chicago (MWRD) for 23,100 square feet of property immediately north of the Illinois & Michigan Canal for the construction of a Safety Village site. According to the initial agreements, the building and related property were to be utilized for public purposes including, but not limited to safety training, public meetings, organizational meetings, and community education.

At around the same time in 1998, the Village also entered into a license agreement with the Safety Village Commission to lay out the terms for the construction and eventual use of the Safety Village facility. In 2005, the license agreement with the Safety Village commission was amended to further outline the utilization, operation and maintenance obligations between the Village and the Safety Village Commission.

Since the disbanding of the Safety Village Commission in the early 2010s, the full utilization, operation and maintenance obligations reverted completely to the Village of Lemont. Over these years the Village continued to allow utilization of the facility for community organizations and events.

The Village has been searching for a user for the facility to ensure the facility is utilized fully, to remove administrative burden of scheduling of the facility and to reduce maintenance costs borne by the Village. Recently, the Lemont Park District has expressed interest in utilizing the facility for a special recreation program. As part of the proposed arrangement, the Lemont Park District would bear maintenance and administrative responsibilities of the facility as well as construction of improvements to the facility and grounds as requested by the Village.

The Village has renewed its agreement with the MWRD for utilization of the facility and MWRD must approve any utilization of the facility/grounds beyond the agreed upon uses in the recent agreement. As a result, if the Park District were to utilize the building, an amendment to the MWRD agreement and/or new agreement would have to be entered into by and between the parties. Lemont Park District officials will attend the Committee of the Whole meeting to discuss the proposed utilization of the facility and

answer any questions the Village Board may have.

BOARD ACTION REQUESTED

The item is up for discussion purposes only. Should the board be amendable to entertaining the concept, staff will work with Park District officials and MWRD on an amended lease agreement and/or co-lease arrangement to bring back to the Village Board for consideration.

ATTACHMENTS

- Original Agreement between MWRD, Village and Safety Village Commission – Dated May 1, 1997
- Renewed Safety Village Lease Agreement between MWD and Village of Lemont – Dated May 22, 2017



RESOLUTION R-85-98**RESOLUTION AUTHORIZING EXECUTION OF A
CONSENT TO LICENSE AGREEMENT BETWEEN
THE VILLAGE OF LEMONT, SAFETY VILLAGE
COMMISSION AND METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO**

WHEREAS, the Village of Lemont has entered into a lease agreement with the Metropolitan Water Reclamation of Greater Chicago (MWRD) for 23,100 square feet of property immediately north of the Illinois & Michigan Canal for the construction of a Safety Village site; and

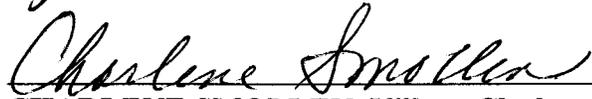
WHEREAS, the Village seeks to enter into a license agreement with the Safety Village Commission in order to allow for the utilization of the leased MWRD property; and

WHEREAS, the MWRD has agreed to allow the Safety Village Commission to utilize the site provided that a license agreement is approved between the Village of Lemont and Safety Village Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Lemont, Counties of Cook, DuPage and Will that the attached **CONSENT TO LICENSE AGREEMENT** is hereby approved.

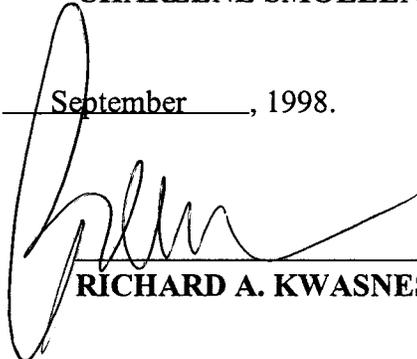
**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS**
on this 28th day of September, 1998.

	AYES	NAYS	PASSED	ABSENT
Barbara Buschman	✓			
Keith Latz	✓			
Connie Markiewicz	✓			
Richard Rimbo	✓			
Ralph Schobert	✓			
Mary Studebaker	✓			



CHARLENE SMOLLEN, Village Clerk

Approved by the this 16th day of September, 1998.



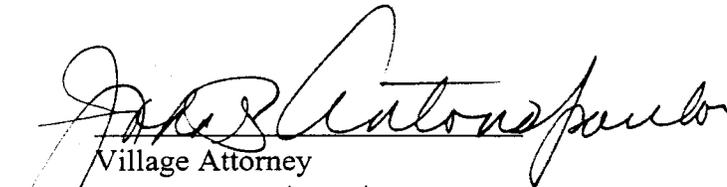
RICHARD A. KWASNESKI, Village President

Attest:



CHARLENE SMOLLEN, Village Clerk

Approved to form:



Village Attorney

Date: 9/4/98

CONSENT TO LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 1997, by and between the VILLAGE OF LEMONT, hereinafter called "the Village", and the SAFETY VILLAGE COMMISSION, a non-profit organization licensed to do business in Illinois, hereinafter called "the Commission", and the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, an Illinois municipal corporation, hereinafter called "District".

WITNESSETH

WHEREAS, the District, as Lessor, and the Village, as Lessee, are parties to the following lease transaction, hereinafter referred to as the "Lease; and

WHEREAS, On May 1, 1997, the District and the Village entered into a lease agreement for 23, 100 square feet of vacant land located on the southwest corner of the District's Lemont Water Reclamation Plant property in Lemont, Illinois, which will expire on May 31, 2017; and

WHEREAS, On May 1, 1997, the District's Board consented to a 20-year license to the Commission; and

WHEREAS, the Village has requested the consent of the District to the 20-year license to the Commission; and

WHEREAS, the Commission is willing to and has accepted the license; and

WHEREAS, the Village and the Commission each desire that the District consent to the license; and

WHEREAS, the District is willing to consent to said license, subject to certain terms and conditions, as more fully set forth herein;

NOW, THEREFORE, in consideration of the payment of ONE DOLLAR, (\$1.00), the mutual covenants and agreement of the Village, the Commission and the District and other good and valuable consideration, receipt of which is hereby acknowledged, the District consents to the 20-year license upon the following terms and conditions:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.
2. This Consent to License shall not subordinate, reduce, diminish, discharge, amend or abrogate Lessor's rights and remedies against the Village, the Commission, its successors and assigns under the Lease. Consent shall not be deemed an amendment or a modification of Lessor's rights and remedies under the Lease.
3. Any notice to be given to Lessee under said Lease shall be directed to :

Village of Lemont
418 Main Street
Lemont, Illinois 60439-3788
Attention: Village Administrator

4. A copy of the license, which is the subject of this Consent, is attached hereto as Exhibit A.

5. The Village and the Commission will defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this consent to license agreement or which may in any wise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Village and the Commission, or the Village's and the Commission's employees, or of any contractor or subcontractor, or their employees, if any, and the Village shall, at the Village's and the Commission's sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action the Village and the Commission will, at the Village's and the Commission's sole expense, satisfy and discharge same.

6. If the Commission erects any new improvements on the Demised Premises, then the Commission shall deposit with the District prior to commencement of the improvements its bond in an amount acceptable to the Chief Engineer of the District, secured either by cash, an irrevocable letter of credit or a commercial bond with surety, to secure the Commission's removal of the improvements at lease expiration.

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

By: *Geria Plitto Majewski*
Chairman, Committee on Finance

ATTEST:

Mary C. Nest
Clerk

THE VILLAGE OF LEMONT

By: *[Signature]*

Its: President

ATTEST:

Charlene Smith
Secretary/Clerk

THE SAFETY VILLAGE COMMISSION

By: *Walter A. George*

Its: President

ATTEST:

Nancy Kosek
Secretary/Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State
aforesaid DOES HEREBY ACKNOWLEDGE that Richard A. Kwasneski
(Name)
personally known to me to be the Mayor/Village President of
(Title)
Village of Lemont a municipal
(Village/Town/City)
corporation, and Charlene Smollen personally known to me
(Name)

to be the Clerk of said municipal corporation and personally known to me to be
the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such
Village President and such Clerk of said municipal corporation,
(Title)
duly executed said instrument in behalf of said municipal corporation and
caused its corporate seal to be affixed thereto pursuant to authority given by
the corporate authority of said municipal corporation, as their free and
voluntary act and as the free and voluntary act and deed of said municipal
corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of September,

A.D. 1998.

Rosemay Yates
Notary Public

My Commission expires:



STATE OF ILLINOIS)

COUNTY OF COOK)

) 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 _____ of _____, a
corporation, and _____, personally known to me to be
the _____ of said corporation and personally known to me to be the
same persons whose names are subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such _____ and _____
of said
corporation, duly executed said instrument in behalf of said corporation and caused the corporate
seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors
of said corporation, as their free and voluntary act and as the free and voluntary act and deed of
said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 19__.

Notary Public

My Commission expires:

Lemont Safety Village License Agreement

Whereas, the Village of Lemont, which is referred to in this agreement as the VILLAGE, is the owner of property commonly known as the Illinois & Michigan Canal Reserve Strip, which is referred to in this agreement as the PROPERTY; and the VILLAGE is leasing property from the Metropolitan Water Reclamation District, which is referred to as LEASED LAND; and

Whereas, the Lemont Safety Village Commission is a non-profit organization whose aim is to construct and maintain a permanent safety village facility for the purposes of educating the residents of Lemont and its neighboring communities and is referred to in this agreement as COMMISSION; and

Whereas, the Lemont Safety Village Commission and the Village of Lemont are co-sponsors of the Lemont Safety Village facility within the community; and

Whereas, the Lemont Safety Village Commission proposes to build a building on the PROPERTY and utilize the LEASED LAND for access purposes and for the erection of temporary structures used as training aids; and

Whereas, the terms of this license agreement shall dictate the responsibilities and obligations of the VILLAGE and COMMISSION with regard to the Lemont Safety Village site.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PROPERTY TO BE LICENSED. The property to be licensed by the COMMISSION from the VILLAGE is hereby attached as exhibit A. This includes the PROPERTY and LEASED LAND.

2. LICENSE AGREEMENT DURATION & PAYMENT. The PROPERTY and LEASED LAND shall be licensed to the COMMISSION from the period of _____ September 30, 1998 to May 31, 2017. The license agreement will be extended to the COMMISSION for the same term as any lease extension granted to the Village by the METROPOLITAN WATER RECLAMATION DISTRICT, which is referred to in this agreement as the MWRD, if the MWRD consents to the license.

The annual license agreement fee shall be one (\$1.00) dollar payable upon approval of the license agreement by the VILLAGE and the COMMISSION, with subsequent annual payments made on the anniversary date of the MWRD lease.

3. MWRD LEASE ARRANGEMENT. The VILLAGE shall lease additional property from the Metropolitan Water Reclamation District of Greater Chicago (MWRD) for the purpose of administering safety training activities. The COMMISSION agrees

that it will abide by all stated terms of the MWRD lease which is hereby attached as exhibit B.

4. APPROVAL OF SITE IMPROVEMENTS. The COMMISSION shall obtain VILLAGE approval for any land improvements to be made to the PROPERTY or LEASED LAND. The improvements shall be in general conformance to the plan documents hereby attached as EXHIBIT C (site plan) and dated 9/1/98. The VILLAGE will forward same to the Chief Engineer of the MWRD. No construction will take place without the prior written approval of the Chief Engineer.
5. COST OF IMPROVEMENTS. The construction or relocation of temporary or permanent improvement upon the PROPERTY or LEASED LAND from the MWRD shall be at the sole expense of the COMMISSION. This shall include, but not be limited to any structures, utility extensions, displays, and sidewalks, parking areas, landscaping, and fencing.
6. OWNERSHIP OF PERMANENT IMPROVEMENTS. The ownership of the proposed building and permanent improvements shall be conveyed to the VILLAGE by the COMMISSION upon groundbreaking.
7. OWNERSHIP OF TEMPORARY IMPROVEMENTS. The ownership of temporary structures located on the LEASED LAND such as the caboose and miniature buildings and fire safety smokehouse trailer shall be conveyed to the VILLAGE by the COMMISSION upon groundbreaking.
8. USE OF BUILDING. The building to be built on the PROPERTY shall be utilized solely for public purposes including, but not limited to safety training, public meetings, organizational meetings, and community education. Commercial activities and recreational activities shall not be allowed on the PROPERTY or LEASED LAND. Building usage shall be governed by the regulations hereby attached as Exhibit D (Building usage form.)
9. PRIORITY USAGE OF BUILDING. The COMMISSION shall have scheduling priority for usage of the building and the PROPERTY over all other requests as outlined in Exhibit D.
10. BUILDING MAINTENANCE. Maintenance responsibility for the building shall be shared between the VILLAGE and the COMMISSION. The following responsibilities shall apply to each party:
 - a). VILLAGE shall be responsible for maintaining the structural integrity of the building, including roofing, windows, exterior walls, electrical and plumbing systems, and HVAC. The Village shall supply janitorial supplies for maintaining the building and industrial cleaning.

b). COMMISSION shall be responsible for the interior maintenance of the building including painting, flooring, lavatories, sinks, and interior lighting.

11. GROUNDS MAINTENANCE. The maintenance responsibility for the grounds shall be shared between the VILLAGE and the COMMISSION. The following responsibilities shall apply to each party:

a). VILLAGE shall be responsible for all the exterior landscape maintenance and snow removal.

b). COMMISSION shall be responsible for maintenance of all Lemont Safety Village appurtenance and structures utilized for training. COMMISSION shall also be responsible for all maintenance requirements of the caboose.

12. UTILITIES. COMMISSION shall be responsible for the cost of the telephone service. All other utilities shall be provided by the VILLAGE.

13. SECURITY ALARM. The COMMISSION shall be responsible for the installation of a security system, fire alarm and sprinkler system as a part of the building construction. The VILLAGE shall be responsible for all monthly charges associated with operating these systems upon completion.

14. MWRD PROMOTIONAL SIGNAGE. Prior to the operation of the facility, the COMMISSION shall install promotional signage to acknowledge the cooperation of the MWRD in providing available land for the Safety Village. The specifications of this requirement shall conform to Section 8.05 of the MWRD lease agreement.

15. INSURANCE & INDEMNIFICATION. The VILLAGE shall provide comprehensive general liability, combined single limit bodily injury liability and property damage liability in the amount of not less than \$4,000,000.00 per occurrence and all risk property insurance in the amount of \$4,000,000.00 per occurrence including fire and extended coverage in an amount not less than the replacement cost of improvements located on the premises as insurance coverage of the building and the contents and the temporary improvements through its self-insurance program. The MWRD, its Commissioners, officers, agents, servants, and employees shall be named as additional insureds on the certificate of self-insurance. The COMMISSION will defend, indemnify, keep and save harmless the VILLAGE and the MWRD, its Commissioners officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgements, costs and expenses which may in any wise accrue, directly or indirectly, against the VILLAGE and/or MWRD, its Commissioners, officers, agents or employees, in consequence of the granting of this license agreement or which may in any wise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the COMMISSION, or the COMMISSION'S employees, or of any contractor or subcontractor, or their employees, if any, and the COMMISSION shall, at the COMMISSION'S sole expense, appear, defend, and pay all charges of attorneys and all

costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the VILLAGE and/or the MWRD, its Commissioners, officers, agents or employees, in any such action the COMMISSION will, at the COMMISSION'S sole expense, satisfy and discharge same. Indemnification does not apply to any negligent act or omission of the VILLAGE and/or the MWRD, its Commissioners, officers, agents or employees.

The COMMISSION shall ensure that any agency or organization providing for the operation of any Lemont Safety Village class or program shall name the VILLAGE as the additional insured party on the policy for the following:

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit Minimum general aggregate shall be no less than \$2,000,000 or a specific aggregate of \$1,000,000.

Certificates of insurance verifying compliance with the requirements of Section 15 shall be presented to the VILLAGE annually.

16. TERMINATION OR RENEGOTIATION. VILLAGE and COMMISSION may terminate and/or renegotiate this license agreement with the mutual consent of both parties. In the case of termination, notification shall be provided ninety (90) days prior to any intended termination date.

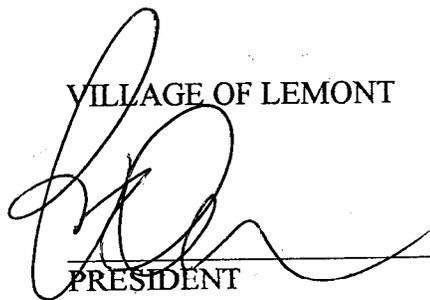
17. LICENSE AGREEMENT NOT TRANSFERABLE. The terms of this license agreement shall not be transferable to any other entity. Any change of organization involving the COMMISSION shall result in the negotiation and adoption of a new license agreement with the successor organization. Any new license agreement or renegotiated license is subject to the consent of the MWRD.

LEMONT SAFETY VILLAGE COMMISSION


PRESIDENT


SECRETARY

VILLAGE OF LEMONT


PRESIDENT


VILLAGE CLERK

PLAT OF SURVEY

OF

THAT PART OF BLOCK 2 IN SINGER AND TALCOTT STONE COMPANY'S SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE ILLINOIS AND MICHIGAN CANAL, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID BLOCK 2; THENCE NORTH 22°59'55" WEST (ASSUMED BEARING), ALONG THE WESTERLY LINE OF SAID BLOCK 2, A DISTANCE OF 110.00 FEET, THENCE NORTH 66°44'07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 180.00 FEET, THENCE SOUTH 22°59'55" EAST 50.00 FEET, THENCE NORTH 66°44'07" EAST 55.00 FEET; THENCE SOUTH 22°59'55" EAST 60.00 FEET TO SAID SOUTHERLY LINE OF BLOCK 2; THENCE SOUTH 66°44'07" WEST, ALONG SAID SOUTHERLY LINE OF BLOCK 2, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

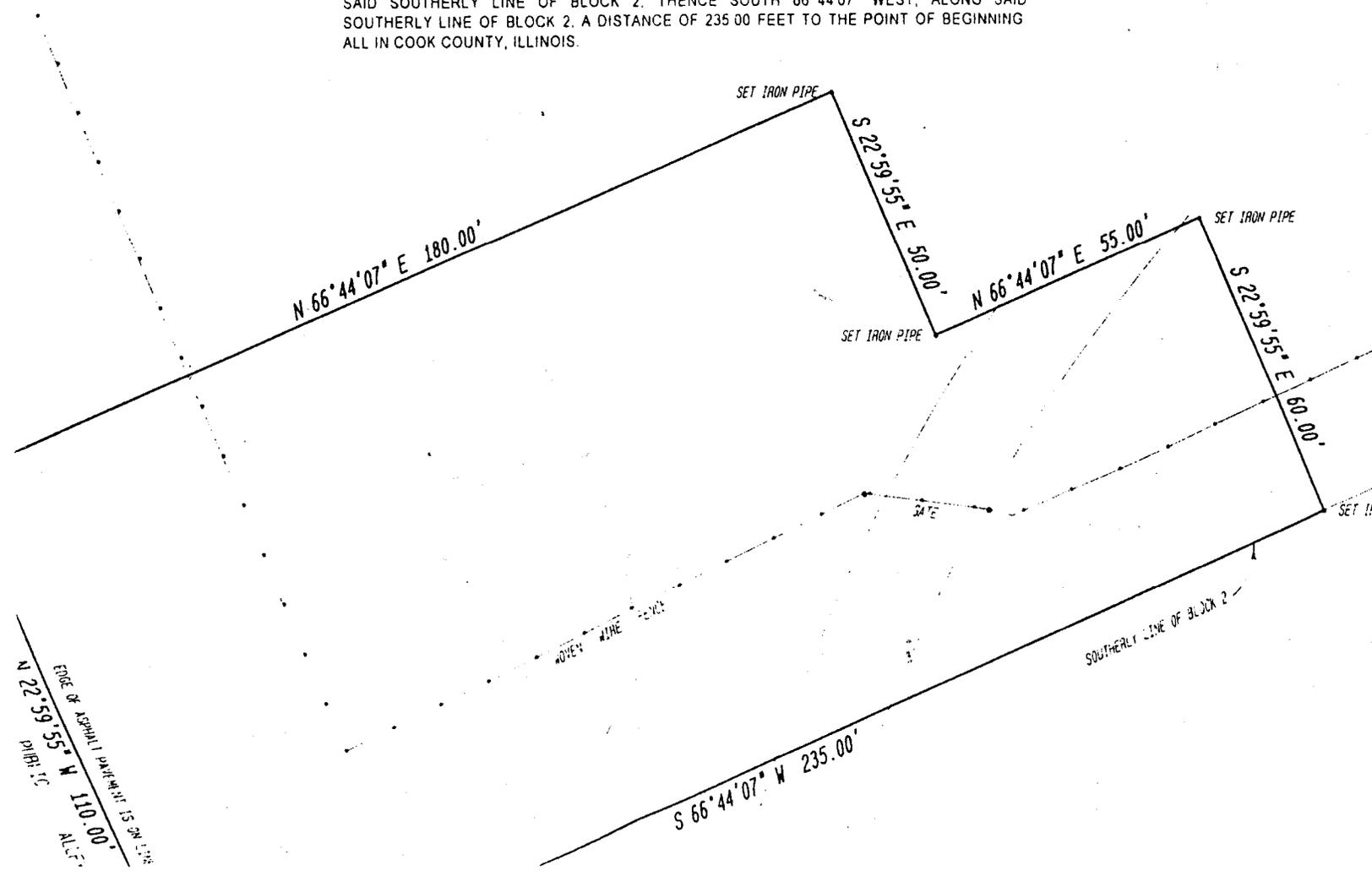


Exhibit B

is MWRD Lease Agreement

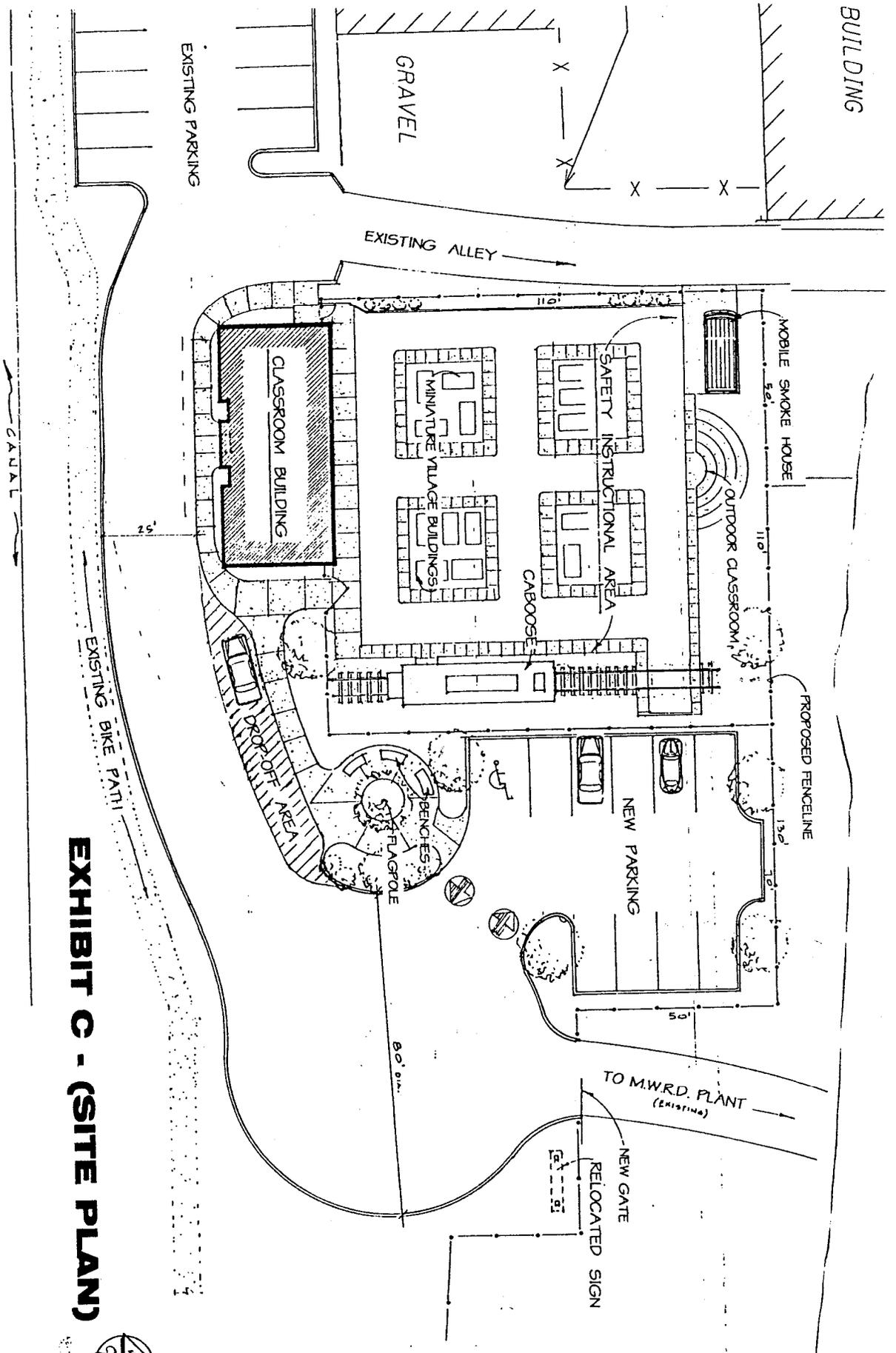


EXHIBIT C - (SITE PLAN)



**POLICY REGARDING THE USE OF
VILLAGE OF LEMONT MEETING FACILITIES**

The terms and conditions set forth below govern the use of the Village of Lemont buildings. The Village of Lemont welcomes the use of its meeting rooms for socially useful and cultural activities and discussion of current public questions. Such meeting places will be available on equal terms to all eligible groups in the community.

I. ELIGIBILITY

Village of Lemont buildings are available for:

- (1) Public activities and functions
- (2) Civic, cultural, benevolent and/or public information activities of Lemont Village groups.

Commercial, social, or politically partisan meetings do not fall within these categories. Lemont groups are defined as organizations which are chartered in Lemont or whose membership is comprised primarily of Lemont residents.

II. APPLICATION AND APPROVAL.

Use of the Lemont Safety Village building for Lemont Safety Village Commission sponsored programs and meetings shall have priority over all other requests. Reservations for non-sponsored events are made when rooms are available. Applications for room use should be made to the Village Administrator's Office as much in advance as possible, but no less than two weeks. Approved use requests shall be assigned a specific location for their activity. Emergency conditions may warrant the need to re-schedule or cancel approved meetings. Application for use of the facilities does not guarantee approval of their use. The agent signing the application must be responsible to the Village for facilities.

Meetings which would interfere with the functions of the village and its patrons because of noise, parking availability or other factors will not be permitted.

III. FEES.

No charge is made for use of the Village's facilities and no admission fee may be charged by outside organizations.

IV. HOURS OF USE.

After 5:00 p.m., access to the Village Hall shall be via the Police Department. The meeting areas are available generally from 5:30 to 11:30 p.m., Monday through Friday. Audiences have access to the entrance, public telephones, and restrooms but are not allowed into general or private areas.

V. ALCOHOL AND SMOKING POLICY.

Smoking is not permitted in any of the meeting areas at any time. No alcoholic beverages are to be brought into or consumed within any Village of Lemont buildings.

VI. **GENERAL HOUSEKEEPING.**

Groups or organizations requiring equipment such as projectors, record players, equipment for food and beverages must provide them. Groups using the Village of Lemont buildings are required to leave them in a clean and orderly manner.

All lights are to be turned off and doors locked when the group vacates the building.

VII. **DISCLAIMER OF USE.**

The scheduling of a meeting for any group or organization in any of the Village of Lemont buildings does not constitute, in any way, an endorsement by the Village of the organization or its activities.

VIII. **INDEMNIFICATION/CERTIFICATE OF INSURANCE.**

All outside organizations utilizing the Village of Lemont buildings must sign an indemnification agreement prior to use. In addition, those outside groups using the Village of Lemont buildings on a regular basis may be required to submit a Certificate of Insurance naming the Village as an additional insured for use of the facility. Any damage incurred shall be the responsibility of the organization using the facility.

IX. **REVOCAION OF USE.**

The Village reserves the right to revoke an organization's use privileges if a violation of policy occurs.

APPROVED AS TO FORM AND LEGALITY:

Federick M. [Signature] 12-10-98 [Signature]
Head Assistant Attorney

Michael B. [Signature] 12-10-98
Attorney

APPROVED:

Heogh H. McNeill 12/10/98
General Superintendent

RECEIVED:

Fee: N/A
Insurance:
Bond: OK

for doc review 11/17/98

Resolution No. A2817

**A Resolution Approving Lease Agreement (Governmental Form)
with Metropolitan Water Reclamation District of Greater Chicago**

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

SECTION ONE: The Lease Agreement between the Village of Lemont and the Metropolitan Water Reclamation District of Greater Chicago, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Mayor and Village Clerk are hereby authorized and directed to execute the Lease Agreement and to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 22nd day of May, 2017.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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


JOHN EGOSKE
President

ATTEST:

Charlene Smollen
CHARLENE M. SMOLLEN
Village Clerk

by Deputy Clerk, Linda Molitor

DOCUMENT PREPARED BY AND AFTER
RECORDING, RETURN TO:

Metropolitan Water Reclamation District
Of Greater Chicago
Law Department/Real Estate Division
100 E. Erie St.
Chicago, IL 60611
Attn:

P.I.N.s: 22-20-401-011-0000



Doc# 1716406153 Fee \$128.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/13/2017 12:58 PM PG: 1 OF 46

This space reserved for recorder's use only.

REV. 4-20-17

LEASE AGREEMENT (Governmental Form)

THIS INDENTURE, made this 20th day of April 2017, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and THE VILLAGE OF LEMONT, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at 418 Main Street, Lemont, Illinois 60439-3788 (hereinafter designated the "Lessee").

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES LEASED

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the Premises legally described and depicted in the plat of survey marked Exhibit "A" which is attached hereto and made a part hereof, located in the County of Cook and State of Illinois for those purposes, as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of 0.97 acres of improved real estate and commonly known as:

**75 Stephen Street, Lemont, IL 60439;
southwest corner of the District's Lemont WRP property;
Main Channel Parcel 23.11,
Part of PIN 22-20-401-011-0000.**

For the purposes of this Lease, the terms "Leased Premises, Leasehold Premises, Demised Premises," or similar terms may be used interchangeably, and shall be used synonymously to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease is 39 years, beginning on the 1st day of June A.D., 2017, and ending on the 31st day of May, A.D., 2056, unless said term shall end sooner under the provisions hereof.

ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY LESSOR IN ACCORDANCE WITH SERVICE UPON LESSEE OF A ONE-YEAR NOTICE TO TERMINATE AFTER DETERMINATION BY THE BOARD OF COMMISSIONERS AND EXECUTIVE DIRECTOR OF LESSOR THAT THE DEMISED PREMISES (OR PART THEREOF) HAS BECOME ESSENTIAL TO THE CORPORATE PURPOSES OF THE LESSOR. IN SUCH EVENT, ANY RENT DUE SHALL BE ABATED IN DIRECT PROPORTION TO THE AREA RECOVERED HEREUNDER AS COMPARED TO THE AREA OF THE ORIGINAL LEASEHOLD.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. The Lessee has examined the title to the Demised Premises and Lessor's authority to enter into this Lease, the size of the Demised Premises, and the useable areas of the Demised Premises, and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the Demised Premises and is satisfied that he may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Section 3.07 of this Lease:

- A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within one (1) year of the date**

of this Lease, to take such action as may be necessary to obtain such zoning change and building permits;

- B. The failure of the Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of the Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire condemnation award shall be the sole property of the Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

The Lessee covenants and agrees, in consideration of the leasing of the Premises aforesaid, to pay to the Lessor as rent for the said Demised Premises:

A. The Lessee covenants and agrees, in consideration of the leasing of the Demised Premises aforesaid, to pay to the Lessor, as rent for the Demised Premises, a sum of TEN and No/100 Dollars (\$10.00); receipt of which is hereby acknowledged for the entire term of this Lease.

B. ADDITIONAL COMPENSATION -- (NON-RENT):

- (1) Cash: In the event Lessee generates revenue or profits from the leasehold, then in such event, Lessee shall pay in cash to Lessor twenty-five percent (25 %) of the net revenues generated by Lessee's use of or activities on the Demised Premises, less the amortized expense of any improvements that Lessee shall make to or upon the Demised Premises, and less the expenses incurred by Lessee to maintain and

operate the Demised Premises. This amount shall be calculated on a calendar year basis, and shall be paid to Lessor on each anniversary of the effective date of this Lease Agreement. The annual revenue will allow for deductions for certain operating expenses, capital improvement expenditures and bond repayments.

If Lessee does generate revenue on the Premises as identified in the above paragraph, then on each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income attributable to Lessee's use of the Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

- (2) **Services:** In the event Lessee is engaged in the business of solid waste disposal (whether on the Demised Premises or elsewhere), as additional consideration for the granting of this Lease, Lessee covenants and agrees to collect from those facilities and installations of Lessor, as designated by Lessor's Executive Director, transport and dispose of 0 tons/cu. yds. of Lessor's solid waste, including, but not limited to dewatered sludge, grit, screenings refuse, and other non-hazardous solid wastes, in a lawful manner, at Lessee's sole cost, risk, and expense.

NOTE: THE VALUE OF ADDITIONAL COMPENSATION REQUIRED TO BE PAID FOR SERVICES PERFORMED BY LESSEE PURSUANT TO THIS SUBPARAGRAPH B SHALL NOT BE CONSIDERED IN DETERMINING THE HIGHEST RESPONSIBLE BIDDER FOR LEASE AWARD PURPOSES.

- C. In addition, the Lessee shall pay all administrative and legal costs incurred by the Lessor in collecting any arrearage in rent including, but not limited, to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises or that may at any time be erected, placed, or put on the Demised Premises by the Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30)

days after notice thereof in writing given by the Lessor or its agent or attorneys to the Lessee in the manner hereinafter provided, or in case the Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove, and put out the Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said Premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, the Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said

Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises are to be used by said Lessee exclusively for public recreational purposes or other public purposes, in this instance, for the sole and exclusive purpose of using the existing building and facilities as a visitor center promoting the I & M Canal Trails and the Heritage Quarry Recreational Area, and for certain Lemont community meetings and events, and to continue to operate, maintain, and remove a parking lot in connection with public and community meetings and activities taking place at the building and facilities and for no other purpose whatsoever.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the leasehold premises is expressly prohibited.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of the Lease. Lessee agrees to remove any and all

asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. One hundred eighty (180) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements on the Demised Premises shall be demolished. Lessee will, upon receipt of one hundred eighty (180) days advance written notice, demolish at Lessee's sole cost and expense, the improvements identified by Lessor; provided, however, that Lessor, in Lessor's sole discretion, may provide Lessee three hundred sixty (360) days to demolish the improvements identified by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

The Lessee covenants and agrees that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee, no such waiver shall release the Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee covenants and agrees that if the Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and the Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by the Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease and that neither acceptance by the Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease, shall not in

any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

- A.** The Lessee is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on the Demised Premises by the Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease.
- B. DEMISED PREMISES MORTGAGEE - TAX ESCROW:** If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and the Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises are situated a copy of this Lease so that said Assessor can take such steps as he determines necessary to subject the interest of the Lessee to general real estate taxation and will record this Lease with the Recorder of Deeds of the county in which the Demised Premises are situated.

3.14 NO NUISANCE PERMITTED

The Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

The Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

The Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises are located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, the Lessee and/or Lessee's use of the Demised Premises.

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the

use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such claim, loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee, and thereafter the Lessee shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith. Notwithstanding anything here to the contrary, Lessee shall have no obligation to defend the Lessor from the negligence or willful misconduct of Lessor, its Commissioners, officers, agents, servants, employees, agents, contractors and subcontractors, based upon their affirmative acts. This exclusion does not extend to allegations of negligence or willful misconduct based upon an alleged failure to act, inspect, or supervise.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

The Lessee agrees to indemnify, save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon the Demised Premises by or in behalf of Lessee or at Lessee's instance.

4.03 INSURANCE

- (a) The Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability property damage insurance in which the Lessor, its Commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which the Lessor is named as the Loss Payee from a company to be approved by the Lessor. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than \$4,000,000.0 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination)

of Demised Premises)
in the amount of not less than \$4,000,000.0 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements
located on the premises

Prior to entering upon said Demised Premises, the Lessee shall furnish to the Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon Lessor's written request, Lessee shall provide Lessor with copies of the actual insurance policies within ten (10) days of Lessor's request for same. Such certificates and insurance policies shall clearly identify the Demised Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the Lessor. The provisions of this paragraph shall in no wise limit the liability of the Lessor as set forth in the provisions of 4.01 above.

- (b) If Lessee is a self-insurer, Lessee, prior to entering upon said premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the District an acknowledged statement that the Lessee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees on account of risks and liabilities contemplated by the indemnity provisions of this Agreement (Article Four, paragraph 4.03) above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability (Including Liability for Environmental Contamination of
Adjacent Properties)
in the amount of not less than \$4,000,000.00
per Occurrence

and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Easement Premises)
in the amount of not less than \$4,000,000.00
per Occurrence.

This statement shall be signed by such officer or agent of the Grantee having sufficient knowledge of the fiscal structure and financial status of the Grantee, to make such a statement on behalf of the Grantee and undertake to assume the financial risk on behalf of the Grantee and will be subject to the approval of the District.

4.04 INSURANCE ON IMPROVEMENTS

The Lessee shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this Lease by an insurance company or companies approved by the Lessor. Lessor shall be a named insured on all of said insurance policies and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the term of this Lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to the Lessor, as additional security for the payment of rent and the performance by the Lessee of the covenants herein; said policy or policies to be delivered to the Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by the Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by the Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other improvements, and shall be disbursed therefor by said Lessor only on architect's certificates after the Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent that will enable the Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

4.05 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

In the event the Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said Demised Premises as above provided, then the Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by the Lessee to the Lessor with the rents next thereafter falling due under this Lease, together with interest thereon at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.06 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that the Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. The Lessee, however, shall have the right in the name of the Lessor to sue for

and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless the Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to the Lessor to be applied as herein provided.

4.07 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) the Lessee shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by the Lessor pursuant to the terms of this Lease under said policies, after deducting therefrom the reasonable charges of the Lessor for handling such insurance and all costs and expenses of collecting the same, including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by the Lessor to the contractor or contractors (employed by the Lessee) upon the delivery to the Executive Director of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee and accompanied by waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

4.08 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by the Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then the Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by the Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that the Lessor shall not be required to pay such insurance money so collected until the Executive Director of the Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by the Lessor to the contractor or contractors employed by the Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Executive Director of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent the Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by the Lessee in any of its payments, or a breach by the Lessee of any of the covenants and agreements of this Lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by the Lessor shall belong absolutely to the Lessor.

4.10 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by the Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with the Lessor shall belong to the Lessee and in that event, the Lessor shall pay to the Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the Demised Premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

- A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.**
- B. The Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans**

for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.

- C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.
- D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by the Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

- E. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.**
- F. The Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:**
- (1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or**
 - (2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or**
 - (3) In the event that said relocation or removal is required for the corporate purposes of the District.**
- Absent exigent circumstances, such relocation or removal shall be commenced within one hundred eighty (180) days after notice thereof in writing is served upon the Lessee and diligently prosecuted to the conclusion; provided, however, that Lessor may, at Lessor's sole discretion, provide Lessee with three hundred sixty (360) days for said relocation or removal.**
- G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Executive Director of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the Demised Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and**

roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Executive Director.

- H. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across the Demised Premises. Any such construction shall be located as determined by the Executive Director of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises.
- I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.
- J. It is agreed by and between the parties hereto that the Lessee shall submit to the Executive Director of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.
- K. The Lessor reserves to itself the right of access to the N/A Channel as well as right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of the Lessor may deem necessary.
- L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

The Lessee shall submit to the Lessor for its review and approval written plans detailing the Lessee's plans for managing stormwater and drainage on the Demised Premises. The approval of the Lessee's stormwater management plans shall be within the sole discretion of the Lessor.

The Lessee's plans shall provide for the separate collection of all roof water and surface run-off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management, wetlands management, and flood plains; and shall, whenever feasible, employ Best Management Practices (BMP). BMPs may include, but are not limited to, green roofs, natural landscaping, filter strips, rain gardens, drainage swales, and naturalized detention basins. Stormwater unable to be managed by BMPs will be discharged to the N/A _____ Channel in a manner acceptable to the Lessor.

5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING RESERVATIONS AND RESTRICTIONS. (CLARIFICATION -- NOT LIMITATION)

Lessee shall pay for and include green infrastructure on its leasehold. A "Green Infrastructure Program" form must be filled out completely and signed by the authorized representatives of both Lessee and the District within 30 days of the signing of this Lease. The form, when completed and signed, shall be attached hereto as Exhibit B.

The amount of green infrastructure to be provided shall be determined by what is referred to as "Design Retention Capacity" or "DRC". DRC shall mean the maximum available retention capacity of a project in any individual storm event as stated in project plans stamped by a licensed Professional Engineer or, in the absence of such statement, a project specific capacity calculated using the following table:

Technology	Quantity	Unit	Design Retention Capacity (gallons)
Rain Gardens	100	sq. ft.	200
Native Plants/Landscaping	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

The volume control storage to be provided shall equal the capture of 1-inch of runoff from the impervious surfaces located or to be located on the Demised Premises or 5,000 gallons per leased acre, whichever results in a greater amount of retention.

In lieu of, or in addition to, Lessee installing green infrastructure on its leasehold with the District, and subject to the same retention standards enunciated above, Lessee can, and is encouraged to, design, implement, operate, and maintain green infrastructure on other lands owned by Lessee. The responsibility for ongoing maintenance and operation shall be borne exclusively by Lessee, and shall be a covenant running with the land where the off-site green infrastructure is provided for the duration of the Lease.

Such factors that the District will consider in whether or not to give credit for off-site green infrastructure include, but are not necessarily limited to, where green infrastructure can mitigate local flooding, reduce infiltration and inflow, or educate the public about green infrastructure and benefit the community as a whole. Whenever approved off-site green infrastructure is provided, Lessee shall prominently install appropriate signage on the off-site location indicating that such green infrastructure is being provided in partnership with the District.

The District must approve in writing all green infrastructure projects under this section before green infrastructure may count towards satisfying the obligations created hereunder. Approval will be given at the District's sole discretion. Acceptable green infrastructure technologies include, but are not limited to, rain gardens, native plants/landscaping, stormwater trees, porous/permeable pavement, bio-swales, green roofs and greenways.

Site conditions in existence before this Lease was entered into will not count towards the green infrastructure that is to be provided under this section. Nor will compliance with the minimum requirements of federal, state, or local law or regulation, including the District's ordinances, regulations, or policies (other than the green infrastructure requirements under the District's Comprehensive Land Use Policy). Accordingly, compliance with the District's Waterway Strategy and the District's Watershed Management Ordinance ("WMO") will not count towards the green infrastructure that is to be provided herein. Lessee is reminded in particular that Article 503 of the WMO requires non-residential development or redevelopment greater than one-half acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. For purposes of this section, the District's ordinances, regulations, and policies, including the WMO, shall apply to all District properties, whether located in Cook County (including the city of Chicago) or other counties in the state of Illinois.

Lessee shall provide the District with an annual certification, due on each anniversary of the date of this Lease, attesting that approved green infrastructure has been properly maintained. The certification shall be made on a form prepared by the District. Failure to maintain approved green infrastructure, whether pertaining to the Demised Premises or locations off-site, throughout the term of this Lease, or failure to properly and accurately certify to the maintenance of approved green infrastructure, shall be grounds for termination of this Lease by the District. Similarly, providing untrue or inaccurate information in the "Green Infrastructure Program" form shall likewise be grounds for termination of this Lease by the District. The District reserves the right to inspect the Demised Premises throughout the duration of this Lease to

verify approved green infrastructure has been properly installed and maintained. The District further reserves the right to require Lessee to amend its green infrastructure plan, even if previously approved by the District. Should such an amendment or subsequent amendments be requested by the District, Lessee shall thereafter, within a reasonable amount of time, install green infrastructure in conformity with the District's request(s).

To the extent practicable, Lessee shall use District biosolids in any amendments they perform to the leasehold soil. Such amendments may include, but not necessarily be limited to, creating bio-swales, native landscaping, and recreational fields. Subject to availability, the District will provide such biosolids free of charge with Lessee being required to pay for the transportation costs and the costs associated with the soil amendments.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

The Lessee agrees within N/A () year(s) from the date hereof to improve the Demised Premises by the construction thereon of the hereinafter called "improvements", free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of the Lessor prior to commencement of construction. This provision does not apply to the requirements of Paragraph 5.03.

6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within N/A _____ () year(s) of the effective date of this Lease. All of said buildings and improvements shall be completed within N/A _____ () year(s) of the effective date of the Lease. In the event said improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving ninety (90) days' notice, in writing, to the Lessee.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and

proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from the Lessor to the Lessee or Lessee to Lessor shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to the Lessee at:

**Mayor
Village of Lemont
418 Main Street
Lemont, IL 60439
Phone: 630-257-1550
Fax: 630-257-1598**

**or to Lessor at: Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attn: Executive Director**

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee that neither the right given in this Lease to the Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And the Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as aforesaid.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages, but this provision shall not operate to relieve the Lessee of its obligation to pay to the Lessor the balance of the rental then due the Lessor for the entire term of this Lease.

7.04 ABANDONMENT

Lessee shall not without the prior written approval of Lessor abandon or vacate the Demised Premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of the Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the Demised Premises for a period of twenty-eight (28) consecutive days or fails to secure the Demised Premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this Lease; provided, however, the leasehold shall not be deemed abandoned if Lessee ceases business on the Demised Premises for more than twenty-eight (28) consecutive days consistent with the seasonal practices of Lessee's business.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessee shall not sublet or assign any part of this Lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee/sublessee and deliver to Lessor original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply

with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

- A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by the Lessor.
- B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.
- C. There is an existing violation of or uncured default by Lessee with respect to the Lease.
- D. The activity of the proposed assignee/sublessee would interfere with or disturb neighboring tenants or owners.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by the Lessee, Lessee will pay to the Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifty percent (50%) of all value it receives from its assignee/sub lessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold or the leasehold as a tract, if assigned.

The value of additional services to be performed by the Lessee, sub lessee or assignee shall not in any way be included in determining the foregoing fifty- percent (50%) sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect. Additionally, Lessor shall retain 100% of all sublease fees received by Lessor under any unauthorized sublease.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

The Lessee may, after notice in writing to the Lessor, implead the Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee agrees to pay and discharge all costs and reasonable attorney's fees and expenses, which the Lessor shall incur in enforcing the covenants of this Lease. The venue for all actions under this Lease shall be the Circuit Court of Cook County.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-of-Way Lands of the Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by the Lessee for the purpose of waterborne commerce. However, the Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of the Lessor to maintain, where possible, a "natural" appearance to its properties by retaining existing vegetative cover. However, the Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases the Lessor will require the Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. The Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises.

The Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. Lessee's method of compliance therewith shall be approved by Lessor's Executive Director in writing. As this site is not located on the Main Channel the provisions of the Waterway Strategy Resolution do not apply.

8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

Lessee shall, during the term of this Lease, at its sole cost and expense, construct, erect and maintain, at one or more prominent locations on the leasehold premises, tastefully designed and constructed permanent signs which acknowledge the cooperation and support of the Lessor in connection with Lessee's use of the leasehold premises. The style, text and size of the sign(s) shall be approved in advance of erection thereof by the Executive Director of Lessor, and shall, at a minimum, state that:

"THIS FACILITY IS PROVIDED IN PART AS A COMMUNITY SERVICE WITH THE COOPERATION AND SUPPORT OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO."

8.06 TREE MITIGATION

- A. No alterations, construction or maintenance work upon the premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, the Lessee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.**
- B. If the proper maintenance and operation of facilities or improvements on the premises necessitates the removal of any trees on District property, Lessee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the premises, setting forth the number, location and species of trees to be removed.**
- C. Lessee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the premises, or on alternate areas owned by the District as designated and approved in writing by the District.**

- D. The Lessee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by the Lessee. Lessee accepts the Demised Premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of the Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises are located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty-one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by the Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. The Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit A, respectively, upon the approval thereof by District's Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

- A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:**
- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;**
 - (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and**
 - (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA)(42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations**

and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, urea formaldehyde and radon gas;**
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;**
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;**
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;**
- (5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;**
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic**

substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;

- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. "Phase I Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock

and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code,

or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

- (1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).**

- (2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.**

10.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought),, including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the re-**

lease or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor.

- B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.**
- C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessee may seek recovery from any responsible third party.**
- D. Notwithstanding anything here to the contrary, Lessee's obligations under this Section 10.05 shall not apply to any actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred due to any Indemnified Party's own negligence or willful misconduct based upon an affirmative act of such party. This exclusion does not extend to allegations of negligence or willful misconduct based upon an alleged failure to act, inspect, or supervise.**

10.06 SITE RESTORATION/REMEDATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with the Lessor its Environmental Site Restoration/Remediation Bond in the penal sum of \$10,000.00, secured either by cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by the Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to the Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by the Lessee and documented as such at the time it is lodged with the Lessor. Said Bond shall be in a form approved by the Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:**
 - (1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or**
 - (2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.**

- B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.**

- C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.**

- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.**
- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.**
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.**
- G. Except as disclosed on Attachment C hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.**
- H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA *(This provision applicable only to occupants/tenants seeking a new lease for the same property).**
- I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.**

- J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.**
- K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.**
- L. The Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds \$10,000.00.**
- M. In the event Lessee installs subsurface utilities, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.**
- N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.**

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

- A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state**

list of sites or facilities requiring environmental investigation or cleanup.

- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.**
- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.**
- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.**

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;**
- (2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;**
- (3) Provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the**

term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.

- B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.**
- C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.**
- D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.**

10.10 COMPLIANCE (ENVIRONMENTAL)

The Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

- A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every fifth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each fifth anniversary. Unless the District requests otherwise, on the tenth anniversary, and each five-year anniversary thereafter for the term of the Lease, Lessee may provide to the District an assessment supplementing the Phase I Environmental Assessment provided to the District on the previous five-year anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property, Lessee shall take immediate action**

to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

- B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.**
- C. Capacitators, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.**
- D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.**
- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void.**
- F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:**

 - (1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;**
 - (2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any**

form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;

- (3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;
- (4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials;
- (5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and
- (6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

- G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to the Lessor, and in no event later than seventy-two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental Problem" shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) the Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) the Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor

of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and the Lessee's compliance with the representations and warranties previously set forth in this Lease. After review of the written report, Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.**
- B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests.**

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

VILLAGE OF LEMONT

By: _____


Title: Village President

ATTEST

By: Charlene Smollen

Title: Village Clerk

by Deputy Clerk
Linda Molitor

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frank Avila personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 20 ____.

Notary Public

My Commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that John Egofstke,
(Name)

personally known to me to be the Village President of
(Title)

Village of Lemont, a municipal corporation,
(Village/Town/City)

and Linda Molitor, personally known to me to
(Name)

be the Village Deputy Clerk of said municipal
(Title)

corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President
(Title)

and Village Deputy Clerk of said municipal corporation,
(Title)

duly executed said instrument on behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of May, A.D. 2017.

Eden M. Donahue
Notary Public

My Commission expires:

1.22.2018

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Acting General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee _____

Insurance _____

Bond _____

TO: Committee of the Whole

FROM: Jason Berry, AICP, Community Development Director

SUBJECT: Case 26-09 Lemont Road / Malley

DATE: February 9, 2018

SUMMARY/BACKGROUND

The properties at 9805 and 9815 Lemont Road are non-contiguous parcels annexed in to the Village of Lemont. Al Malley has contacted the Village and seeks to initiate disconnection.

From a Staff report dated May 8, 2006:

The subject property is approximately 1.1 miles north of the Hindu Temple on Lemont Road. It was annexed into the Village in 1990. There was no annexation agreement and there were no conditions in the ordinance approving the annexation that would prohibit the subdividing of the subject property.

In 2005, the Village of Lemont and the Village of Woodridge entered into a boundary agreement. In the agreement the subject property was identified as a Disconnection Property. Disconnection Property is property that is incorporated into the Village of Lemont, but on the Woodridge side of the boundary agreement line. The property owners have the option of disconnecting from the Village of Lemont and becoming unincorporated Du Page County.

In 2006, the Village adopted ordinances for rezoning, variations, and preliminary and final plat of subdivision, Committee of the Whole minutes from February 20, 2006 note “Mayor Piazza stated that the request is to allow them to subdivide and then deannex back into DuPage County.”

CONCLUSIONS & RECOMMENDATIONS

Begin discussion between property owner(s) and Village Attorney.

ATTACHMENTS

1. Aerial map (from Lemont Zoning Map)
2. COW minutes (2-20-206, excerpt)
3. Recorded plat of subdivision

Lemont Zoning Map



2016 Village of Lemont Interactive Zoning Map

1000ft

Esri, HERE, Garmin, iPC | Microsoft

Current system concerns:

1. Not networked to the PW building, can't transfer calls.
2. Police Department does not have enough lines and sometimes cannot make/receive calls.
3. Current phone bills/network charges are excessive – approximately \$2,000 per month.
4. Limitations to voice mail.
5. Difficult to program.

New System – Hybrid System

- Save approximately \$1,300 per month on network charges.
- Call recording
- Network all Village of Lemont Systems.
- Use a centralized voice mail
- Village phone directly built into phone
- IP Soft phone
- Soft console for receptionist.
- System can grow up to 190 stations and 90 lines
- System can accommodate IP phones, digital phones, analog phones
- Caller id inbound and outbound.
- Has capability of ringing cell phone and back to voice mail.

Mr. Morrell stated that they can add a software package for call log system telling incoming and outgoing phone calls to each phone and keep track. Higher end applications are available. The Board could get their voice mails from emails.

Mr. Schloneger stated that the cost would be \$64,000 which includes all 70 phones. Savings will almost cover the new system. Joe Camodeca did a lot of the work and did a great job on researching a new phone system.

Mr. Wehmeier stated that we learned that our current system does not keep voice mail messages after the last power outage. They will now be backed up on tape drives.

Smith Farms

Mayor Piazza stated that he received a call from Ralph Vavada asking to put up one single model. He didn't think staff would have a problem with it. Trustee Reaves stated that we agreed that nothing would be built until pole barn is torn down.

 **99th Street & Lemont Road**

Mr. Al Malley from --99th & Lemont Road (old Cheese Property) stated that his property was annexed to the Village along with the bank on east side. They would like to subdivide the property into 2 lots and build a house on each lot. They approached Darien and they have no interest in the property. They would create a flag lot for one of the properties. They prefer to stay in Lemont. Mayor Piazza stated that the request is to allow them to subdivide and then de-annex back into Du Page County. They would be non-conforming. John Antonopoulos did not have an issue with this. Trustee Coules would rather have de-annexing then have to service two lots. Mr. Krumins stated that they would have to pay impact fees if they are de-annexing.

The fees would be \$10,000.00 (impact fees, park, schools etc.) They would still be paying these fees anyway.

Mr. Holmes stated that this was identified as a possible disconnect parcel which needs to be cleared up.

LED Signs

Mr. Brown stated that letters went out concerning LED signs.

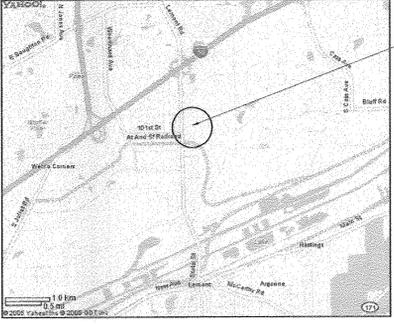
The meeting was adjourned at 9:29 p.m.

Minutes taken by Lisa Kean

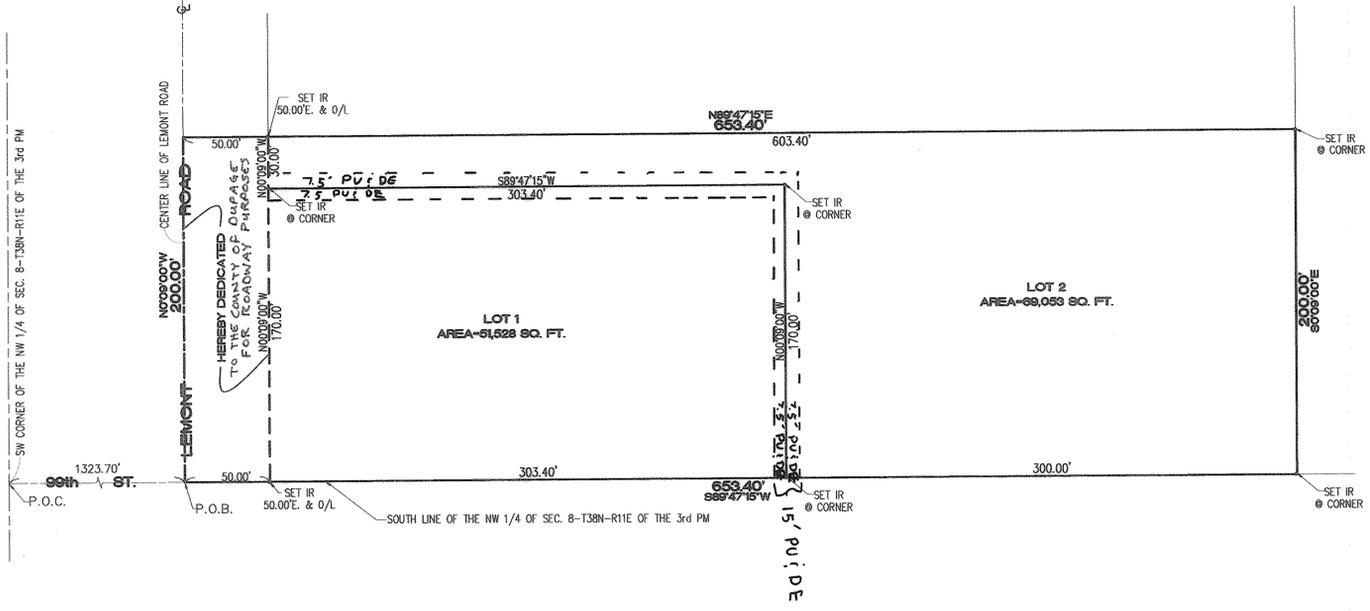
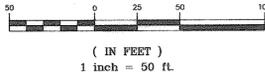
FINAL PLAT OF FOREST TRAIL ESTATES SUBDIVISION OF

PLAT
 R2006-172699
 SEP. 06. 2006
 12:54 PM

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 8 AND RUNNING THENCE EAST OF THE SOUTH LINE OF SAID NORTHWEST QUARTER 1323.70 FEET TO THE DIVISION LINE AND THE CENTER OF LEMONT ROAD FOR A PLACE OF BEGINNING; THENCE NORTH 0 DEGREES 09 MINUTES WEST ALONG THE CENTER LINE OF SAID ROAD AND SAID DIVISION LINE 200.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 653.40 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES EAST PARALLEL WITH SAID CENTER LINE OF LEMONT ROAD AND SAID DIVISION LINE 200.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 8, THENCE WEST 653.40 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



GRAPHIC SCALE



OWNER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
 THE UNDERSIGNED HEREBY DEDICATED FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES, AND HEREBY ALSO RESERVES AND GRANTS EASEMENTS FOR PUBLIC USE AND FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED AND/OR AS STATED IN THE UTILITY EASEMENT PROVISIONS STATED HEREON.
 ALL EASEMENTS INDICATED AS PUBLIC UTILITY EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF LEMONT AND TO ANY ENTITY OPERATING UNDER FRANCHISE FROM THE VILLAGE INCLUDING, BUT NOT LIMITED TO, ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, A CABLE TELEVISION OR COMMUNICATIONS COMPANY AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSION DISTRIBUTION AND COLLECTION SYSTEMS AND ALL NECESSARY LINES, NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SERVICES OR OTHER UTILITIES. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS. LOCATION OF UTILITY INSTALLATIONS WITHIN THE EASEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE VILLAGE OF LEMONT AS TO DESIGN AND LOCATION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF LEMONT.

AL Malley
 1009 Maple Ave
 Downers Grove, IL 60515
 ADDRESS
 DATED THIS 3rd DAY OF August 2006

Document No. R2006-172699
 Filed For Record in Recorder's
 Office Of Du Page County, Illinois
 On 9/6/06 At 12:54 P M
Fred Buchholz
 Recorder

VILLAGE CLERK'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 I, Charlene Smoller, VILLAGE CLERK OF THE VILLAGE OF LEMONT, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT WAS PRESENTED TO AND BY RESOLUTION OR ORDER DULY APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING HELD ON 8/22/06, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID VILLAGE. IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF LEMONT, ILLINOIS, THIS 1 DAY OF August, 2006
Charlene Smoller
 VILLAGE CLERK
John F. Kipp
 VILLAGE PRESIDENT

OWNER CERTIFICATE SCHOOL DISTRICT(S)
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED WITH THE FOLLOWING SCHOOL DISTRICT(S): 113A 210
Al Malley
 OWNER

VILLAGE ENGINEER CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 I, James P. King, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS SUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREOF, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF, DATED AT LEMONT, ILLINOIS, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, THIS 3 DAY OF August, 2006
James P. King
 VILLAGE ENGINEER
 ILVE 62-36190

CERTIFICATE AS TO SPECIAL ASSESSMENTS
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 I, James P. King, VILLAGE TREASURER OF THE VILLAGE OF LEMONT, 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 AT LEMONT, ILLINOIS, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, THIS 3 DAY OF August, 2006
James P. King
 VILLAGE TREASURER

COUNTY CLERK CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 I, Gray A. King, COUNTY CLERK OF Dupage COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, NO UNPAID CURRENT SPECIAL ASSESSMENTS, NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT OF SUBDIVISION AND NO 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. GIVEN UNDER MY HAND AND SEAL AT Dupage COUNTY, ILLINOIS, THIS 11 DAY OF July, 2006
Gray A. King
 COUNTY CLERK

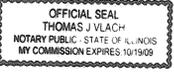
SURFACE WATER DRAINAGE CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 WE HEREBY CERTIFY THAT THE TOPOGRAPHICAL AND PROFILE STUDIES REQUIRED BY THE ILLINOIS PLAT ACT, ILL. COMPIL. STAT., CH. 109, SEC. 1 ENDED JANUARY 10, 1995 OR HEREAFTER AMENDED, HAVE BEEN FILED WITH THE VILLAGE OF LEMONT, A MUNICIPAL CORPORATION IN COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, AND THE CERTIFICATION AS TO DRAINAGE REQUIRED BY SAID ACT MADE THEREON. DATED THIS 3 DAY OF July, 2006
Michael J. Mack
 REGISTERED PROFESSIONAL ENGINEER
 11-30-07
 OWNER(S) OR DULY AUTHORIZED ATTORNEY LICENSE NO.

CERTIFICATE OF COUNTY ENGINEER
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY 9, LEMONT ROAD PURSUANT TO 765 ILCS 205/2; HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY'S RIGHT-OF-WAY.
 DATED THIS 21 DAY OF July, 2006
 BY: Charles F. Prohaska
 COUNTY ENGINEER

CERTIFICATE OF HEALTH DEPARTMENT
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 APPROVED THIS 21 DAY OF July, 2006
 BY: Harold PE
 ENVIRONMENTAL ENGINEER

mail to: **AL MALLEY**
 P.O. Box 463
 Downers Grove IL 60515

NOTARY PUBLIC CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 I, Thomas J. Vlach, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT, PERSONALLY KNOWN TO ME, TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 3rd DAY OF August, 2006
Thomas J. Vlach
 NOTARY PUBLIC



SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF DUPAGE)
 THIS IS TO CERTIFY THAT I, Harold J. Prohaska, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 097-0092410 HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 8 AND RUNNING THENCE EAST OF THE SOUTH LINE OF SAID NORTHWEST QUARTER 1323.70 FEET TO THE DIVISION LINE AND THE CENTER OF LEMONT ROAD FOR A PLACE OF BEGINNING; THENCE NORTH 0 DEGREES 09 MINUTES WEST ALONG THE CENTER LINE OF SAID ROAD AND SAID DIVISION LINE 200.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER 653.40 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES EAST PARALLEL WITH SAID CENTER LINE OF LEMONT ROAD AND SAID DIVISION LINE 200.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 8, THENCE WEST 653.40 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF LEMONT RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF LEMONT (OR WITHIN ONE AND ONE-HALF (1 1/2) MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF LEMONT) WHICH HAS ADOPTED A VILLAGE COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I FURTHER CERTIFY THAT THE LANDS SHOWN ON THIS PLAT ARE NOT SITUATED WITHIN 500 FEET OF ANY SURFACE DRAIN OF WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE AND THIS PLAT HAS BEEN REVIEWED BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS FOR THE PURPOSE OF DETERMINING, FOR THE PROTECTION OF PERSONS AND PROPERTY, THE FLOOD HAZARDS INVOLVED AND A REPORT THEREON FILED BY THAT DEPARTMENT WITH THE RECORDER OF DEEDS.

GIVEN UNDER MY HAND AND SEAL AT Lemont, ILLINOIS, THIS 1 DAY OF July, 2006
Harold J. Prohaska
 SURVEYOR

- IRON PIPES SET AT LOT CORNERS
- EXISTING BUILDINGS ARE NOT SHOWN
- AREAS - 130,680 SQ. FT. - 3.00 ACRES
- PUBLIC UTILITY EASEMENTS PROVIDED, SHALL BE FOR THE USE OF MUNICIPAL SEWER AND WATER LINES, STORM DRAINAGE AND PUBLIC UTILITY LINES, LINES FOR ANY CABLE TELEVISION FRANCHISES BY THE VILLAGE, AND OTHER MUNICIPAL USES

CURRENT PROPERTY INDEX NUMBER (PIN): 10-08-105-008
 SEND TAX BILL TO:

RETURN PLAT TO: VILLAGE OF LEMONT
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 1416 MAIN STREET, LEMONT, ILLINOIS 60439

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Discussion of Boundary Agreement with the Village of Homer Glen
DATE: February 8, 2018

SUMMARY/ BACKGROUND

As authorized by the Illinois Municipal Code, over the years, the Village has entered into boundary line agreements with neighboring municipalities. Boundary agreements provide for stability and effective land management, transportation, and other utility planning by all parties. It has been an initiative and directive from the Village Board to negotiate and enter into boundary agreements with several of our municipal neighbors.

In May of 2017 the Lemont Village Board approved an agreement with the Village of Homer Glen. Since then, Homer Glen has asked for additional minor language to be added to the agreement prior to their action on the agreement. Staff and legal counsel are amenable to those minor changes. The changes necessitate the Village pass the agreement again.

The agreement includes a map depicting the exact locations of the proposed boundary lines. The boundary line will generally be along the Will County line along 135th, with the exception of the triangle area located in Will County which is surrounded by I-355, 135th and Archer Avenue. This area would be included on the Lemont side of the boundary line, and would be subject to a sales tax revenue sharing agreement between the two communities, should future development yield retail. The agreement also calls for the de-annexation of two parcels in this area previously annexed by the Village of Homer Glen.

The item is up for discussion purposes only on the minor changes of the agreement. The Village has asked the Village of Homer Glen to act on the agreement first before Lemont acts on it. Homer Glen intends to act on the agreement at their February 28th Village Board Meeting. Should Homer Glen act on the agreement as expected, staff will present the agreement for Village Board approval at a meeting in March 2018.

RECOMMENDATION

Staff is recommending approval of the attached Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Lemont and the Village of Homer Glen.

BOARD ACTION REQUESTED

Discussion

ATTACHMENTS

- Draft Agreement
- Agreement Map



**AN INTERGOVERNMENTAL COOPERATIVE
PLANNING AND BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LEMONT AND
THE VILLAGE OF HOMER GLEN**

THIS AGREEMENT (AGREEMENT) is entered into this _____ day of _____, 2018, between the VILLAGE OF LEMONT (“LEMONT”), an Illinois municipal corporation and the VILLAGE OF HOMER GLEN (“HOMER GLEN”), an Illinois municipal corporation, collectively referred to as the MUNICIPALITIES.

WITNESSETH:

WHEREAS, both LEMONT and HOMER GLEN are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to exercise, combine or transfer any power of function not prohibited to them by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes two or more municipalities to enter into agreements concerning the joint exercise of certain municipal powers and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) authorizes two or more municipalities to enter into agreements concerning the exercise of their respective jurisdiction within unincorporated territory that lies within one and one-half miles of their boundaries; and

WHEREAS, there exists unincorporated territory within one and one-half miles of LEMONT and HOMER GLEN; and

WHEREAS, the MUNICIPALITIES have adopted official plans; and

WHEREAS, in arriving at this AGREEMENT, the MUNICIPALITIES have given consideration to the natural flow of storm water drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one MUNICIPALITY ; and

WHEREAS, developments underway or in various stages of planning are creating growth opportunities in and near the unincorporated territory lying between and near LEMONT and HOMER GLEN; and

WHEREAS, the MUNICIPALITIES have determined that such growth will be accompanied by significantly higher demands for transportation, public utility, public safety and associated municipal services; and

WHEREAS, the MUNICIPALITIES have determined that the territory lying between their present municipal boundaries is a rapidly developing area in which problems related to utility service, open space preservation, flood control, population density, ecological and economic impact are ever-increasing both in number and complexity; and

WHEREAS, the MUNICIPALITIES and their respective citizens are vitally affected by such concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the municipalities will be benefited by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, the MUNICIPALITIES have determined that there exists a need and a desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, the MUNICIPALITIES, after due investigation and consideration, have elected to enter into an AGREEMENT providing for the establishment of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and

WHEREAS, the MUNICIPALITIES have determined that the observance of the boundary line in future annexations by the MUNICIPALITIES will serve their respective best interests; and

WHEREAS, the MUNICIPALITIES have determined that in some instances it will be desirable and necessary for the power and authority conferred on one MUNICIPALITY to be exercised by another; and

WHEREAS, the MUNICIPALITIES have provided public notice pursuant to the requirements of Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9); and

WHEREAS, notice of this AGREEMENT was provided by posting notice for not less than fifteen(15) consecutive days where notice of LEMONT and HOMER GLEN meetings are posted and by publication in a paper of general circulation within the territory that is subject to the AGREEMENT. Both public notices were made not less than thirty (30) days and not more than one hundred twenty (120) days prior to formal approval of the AGREEMENT by LEMONT and HOMER GLEN; and

WHEREAS, the MUNICIPALITIES have authorized, by ordinance, the execution of this AGREEMENT as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the recitals hereinabove set forth, it is hereby agreed between the VILLAGE OF LEMONT and the VILLAGE OF HOMER GLEN as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference as substantive provisions of this AGREEMENT.

2. BOUNDARY LINE

LEMONT and HOMER GLEN agree that in the unincorporated area lying between and near the two municipalities, the boundary line for annexation, governmental planning, subdivision control, official map, ordinances, and other municipal purposes and functions shall be as is depicted on the map attached hereto as Exhibit A, which is made a part of this AGREEMENT.

3. JURISDICTION

- a. With respect to property located within the area assigned to LEMONT in Exhibit A, HOMER GLEN agrees that it shall not annex any unincorporated territory nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, comprehensive plan or other municipal authority or ordinance, except as may be provided in this AGREEMENT.
- b. Two parcels (shown on Exhibit A and legally described in Exhibit B), are at the time of the execution of this AGREEMENT, annexed by and a part of HOMER GLEN (“DISCONNECTION PARCELS”). The DISCONNECTION PARCELS shall remain in HOMER GLEN, but shall be disconnected from HOMER GLEN and annexed to LEMONT, by passage of an ordinance of the respective MUNICIPALITIES upon the filing of a petition requesting the same. A petition for disconnection and annexation must be made to the respective MUNICIPALITIES by the owner and/or electors as required by the Illinois Municipal Code. After the submission for the petition for disconnection and annexation, but prior to either ordinance becoming effective, the owner of the DISCONNECTION PARCEL(S)

shall make payment to HOMER GLEN in an amount equal to the present value of future revenue forgone by HOMER GLEN for the period of time remaining until the expiration of this AGREEMENT. Such payment shall consist only of HOMER GLEN's then current portion of its ad valorem taxes shown on the previous year's real estate property tax bill for the DISCONNECTION PARCEL(S) multiplied by the number of years remaining in the term for this AGREEMENT.

- c. The property designated as "Shared Tax Area" on Exhibit A and legally described in Exhibit C shall be located within LEMONT. Although not an express condition of this AGREEMENT, it is intended that LEMONT zone this property for commercial use and not zone it for an industrial, warehousing or manufacturing use. LEMONT shall tender to HOMER GLEN fifty percent (50%) of all Municipal Retailer's Occupation Tax Act and the Municipal Service Occupation Tax Act by Retailers and Servicemen Sales Taxes (collectively referred to as "Sales Taxes") collected from the uses in the Shared Tax Area. LEMONT shall make a payment to HOMER GLEN for 50% of the Sales Taxes generated by the uses in the Shared Tax Area that has been remitted to and actually received by LEMONT from the Illinois Department of Revenue in four (4) separate installments on the 1st of January, April, July, and October during the term of this AGREEMENT.
- d. In the event LEMONT zones the property in the Shared Tax Area for a use other than commercial, or the property does not generate Sales Tax as intended herein, LEMONT shall tender to HOMER GLEN fifty percent (50%) of LEMONT's Property Taxes collected from those properties~~y~~ located in the Shared Tax Area, identified by Property Index Number (PIN). LEMONT shall make payment to HOMER GLEN for 50% of the Property Taxes actually received by LEMONT

within thirty (30) days of receipt during the term of this AGREEMENT. In the event a court of competent jurisdiction determines that any of the property located in the Shared Tax Area is entitled to a refund of some or all taxes paid as a result of a property tax assessment appeal, tax objection complaint or similar action or proceeding, HOMER GLEN shall reimburse LEMONT for fifty percent (50%) of any refund or reduction actually paid for by LEMONT within thirty (30) days of receipt of written request for reimbursement from LEMONT.

- e. With respect to property located within the area assigned to HOMER GLEN in Exhibit A, LEMONT agrees that it shall not annex any unincorporated territory nor shall it exercise or attempt to exercise or enforce any zoning ordinance, subdivision control, official map, comprehensive plan or other municipal authority or ordinance, except as may be provided in this AGREEMENT.

4. SUBDIVISION CONTROLS

In the event that either MUNICIPALITY's subdivision control authority cannot be exercised within its designated area because the MUNICIPALITY is not located within one and one-half miles of a proposed subdivision, and if the other MUNICIPALITY is located within one and one-half miles of that subdivision, then, in those events, the MUNICIPALITY located within one and one-half miles of a proposed subdivision hereby transfers its subdivision control authority to the other MUNICIPALITY pursuant to Section 10, Article VII, of the Constitution of the State of Illinois of 1970 and the proposed subdivision shall be subject to the subdivision regulations of the transferee MUNICIPALITY.

In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited by law, then, if either MUNICIPALITY cannot exercise its subdivision control within its designated area because it is not located within one and

one-half miles of a proposed subdivision, and if the other MUNICIPALITY is located within one and one-half miles of the subdivision, then the latter MUNICIPALITY shall exercise subdivision control notwithstanding the boundaries established by this AGREEMENT. For the purposes of this AGREEMENT the term "subdivision" shall include subdivisions of land as defined by applicable law and ordinance and other developments or uses of land which are made subject to either MUNICIPALITY's subdivision regulations by law or ordinance.

5. PROHIBITED ANNEXATIONS

The MUNICIPALITIES acknowledge it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established by this AGREEMENT was carefully studied and considered with respect to those matters. Therefore, each MUNICIPALITY agrees not to annex any territory which is located in the other MUNICIPALITY's designated area, as provided for in this AGREEMENT. Furthermore, each MUNICIPALITY shall take all reasonable and applicable actions to actively oppose any attempt to effectuate a voluntary, involuntary, or court controlled annexation by third parties who propose to annex territory within either MUNICIPALITY's designated area in a manner inconsistent with this AGREEMENT.

6. STATUTORY OBJECTIONS

This AGREEMENT shall not be construed so as to limit or adversely affect the right of either MUNICIPALITY to file a statutory objection to proposed rezonings or other land use proposals that have been presented to the corporate authorities of Cook or Will Counties involving territory that is within one and one-half miles of its corporate limits.

In the event that either MUNICIPALITY's authority to assert a statutory objection to proposed rezonings or other land use proposals cannot be exercised within its designated area because the MUNICIPALITY is not located within one and one-half miles of the subject property,

and if the other MUNICIPALITY is located within one and one-half miles of said property, then, in those events, the MUNICIPALITY located within one and one-half miles of said property hereby transfers its authority to the other MUNICIPALITY pursuant to Section 10, Article VII of the Constitution of the State of Illinois of 1970. In the event that any court of law shall find that the transfer of authority is prohibited by law, then, if either MUNICIPALITY cannot exercise its authority within its designated area because it is not located within one and one-half miles of said property, and if the other MUNICIPALITY is located within one and one-half miles of said property, then the later MUNICIPALITY shall exercise its authority notwithstanding the boundaries established by this AGREEMENT.

7. ANNEXATION OF ROADWAYS

- a. If the boundary line depicted on Exhibit A is located on a roadway, the boundary line shall be deemed to be the far side of the roadway furthest from LEMONT if the roadway is not located within the corporate limits of either MUNICIPALITY as of the date of this AGREEMENT. For territory that has been annexed by either MUNICIPALITY prior to the date of this AGREEMENT, the roadway shall be deemed to be located within the MUNICIPALITY to which the roadway has been annexed either by ordinance or by operation of state law pursuant to Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1). For unincorporated territory that is located on either side of the boundary line and that will be annexed to the designated MUNICIPALITY in the future, the roadway shall be deemed to be located within the MUNICIPALITY that first annexes its respective territory adjacent to the roadway, as required by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), until such time as LEMONT has annexed territory adjacent to the same roadway.

- b. The MUNICIPALITIES recognize the practical problems of providing required municipal services for roadways that are located on the boundary line. To that end, the MUNICIPALITIES agree that LEMONT will have the final jurisdiction of the entire roadway that creates the boundary line. Within sixty (60) days of the date LEMONT annexes territory adjacent to the roadway that has already been annexed to HOMER GLEN, HOMER GLEN agrees to disconnect and LEMONT agrees to annex said roadway. The jurisdiction of the roadway shall transfer to LEMONT.
- c. The boundary line set by this AGREEMENT shall be deemed to have been amended accordingly without further action by either MUNICIPALITY; however the final boundary line, after all property adjacent to the roadway has been annexed by LEMONT shall be as depicted on Exhibit A.
- d. Each MUNICIPALITY agrees that with respect to any roadways that are or are deemed to be located within that MUNICIPALITY's territory pursuant to this AGREEMENT, that MUNICIPALITY shall to the extent it has jurisdiction to do so, authorize the reasonable use of the right-of-way of such roadway. HOMER GLEN agrees to not grant non-exclusive easements for the installation by the other MUNICIPALITY of water, sanitary sewer, and utility service facilities, storm sewer mains and appurtenant public improvements or assign its non-exclusive easement rights to any other unit of local government that may provide water, sanitary sewer, or storm sewer service to territory within the easement grantee's territory designated under this AGREEMENT, without the written consent of LEMONT, which may be provided by the LEMONT's Village Administrator.

8. WAIVER OF ANNEXATION CHALLENGES

Each MUNICIPALITY agrees that it waives any right to challenge or otherwise contest the validity of any annexation the other MUNICIPALITY has effected, is effecting, or will effect in the future for territory located within the other MUNICIPALITY 's designated area as depicted in Exhibit A. This waiver includes but is not limited to annexation proceedings initiated by petition, ordinance or publication made by owners of record, electors, municipalities or their respective agents or representatives. The parties further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other MUNICIPALITY's past, current, or future annexations within the other MUNICIPALITY's designated area.

9. FACILITIES PLANNING AREA

LEMONT and HOMER GLEN agree to provide sewer services, if practicable, and in their Corporate Authorities' discretion, to areas within their facility planning area even though the area may not be under their control under this AGREEMENT.

10. EFFECT OF AGREEMENT ON OTHER MUNICIPALITIES

This AGREEMENT shall be binding upon and shall apply only to the legal relationship between LEMONT and HOMER GLEN. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either LEMONT or HOMER GLEN insofar as such may affect any MUNICIPALITY which is not a party to this AGREEMENT.

11. AMENDMENT OF AGREEMENT

Neither LEMONT nor HOMER GLEN shall either directly or indirectly seek any modification of this AGREEMENT through court action, and this AGREEMENT shall remain in full force and effect until amended or changed by the mutual AGREEMENT of the corporate authorities of the MUNICIPALITIES.

12. SEVERABILITY

If any provisions of this AGREEMENT shall be declared invalid for any reason, such invalidation shall not affect other provisions of this AGREEMENT which can be given effect without the invalid provisions and to this end the provisions of this AGREEMENT are to be deemed severable. If this AGREEMENT is declared to not apply to a particular parcel of real property despite the inclusion of such parcel in Exhibit A, such declaration shall not invalidate this AGREEMENT or affect any other parcel of real property.

13. DURATION OF AGREEMENT

This AGREEMENT shall be in full force and effect for a period of twenty (20) years from the date hereof and for such further and additional time as the parties hereto may agree by amendment to this AGREEMENT.

14. ENFORCEMENT

This AGREEMENT shall be enforceable through any appropriate action at law or in equity. No action may be brought to enforce this AGREEMENT unless the MUNICIPALITY seeking enforcement first notifies the other MUNICIPALITY in writing of the nature of the alleged breach, the specific action required to remedy the breach and the amount of time reasonably required to attain compliance, but not less than sixty(60) days. The parties shall bear their own expenses related to the enforcement of this AGREEMENT.

15. NOTICES

Any notice required by this AGREEMENT shall be in writing and shall be served by personal delivery on the municipal clerk and chief administrative officer of the receiving MUNICIPALITY. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal clerk and chief administrative officer of the

receiving MUNICIPALITY. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

16. APPLICABLE LAW AND RECORDING REQUIREMENTS

This AGREEMENT shall be construed in accordance with the laws of the State of Illinois and shall be adopted by ordinance approved by the corporate authorities of each MUNICIPALITY, published by the respective MUNICIPALITIES, and recorded or filed with the Will County Recorder, Cook County Recorder, and others as their interest may appear.

IN WITNESS WHEREOF, the parties hereto have caused the execution of their duly authorized officer this _____ day of April, 2017.

VILLAGE OF LEMONT, an
Illinois Municipal Corporation

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF HOMER GLEN, an
Illinois Municipal Corporation

MAYOR

ATTEST:

VILLAGE CLERK

Exhibit A

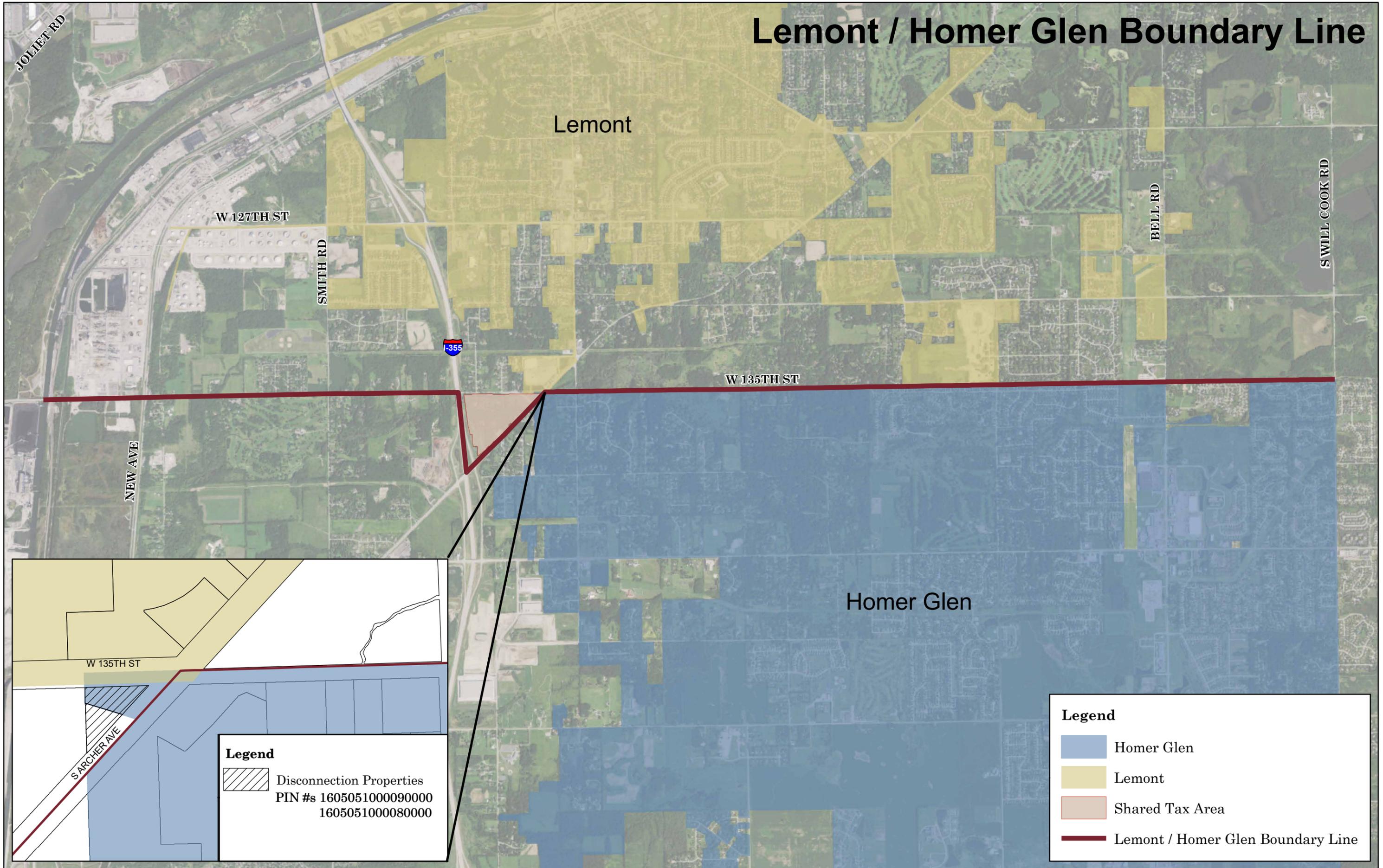
MAP

Exhibit B

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VETERAN'S MEMORIAL TOLLWAY (I-355) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ARCHER AVENUE, THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ARCHER AVENUE TO THE SOUTH LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SOUTH LINES OF SECTIONS 32, 33, 34, 35 AND 36, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN TO THE SOUTHEASTERLY CORNER OF SAID SECTION 36 (ALSO KNOWN AS A POINT ON THE CENTERLINE OF WILL-COOK ROAD), THENCE EAST ON A PROLONGATION OF THE PREVIOUSLY DESCRIBED LINE TO THE EAST RIGHT-OF-WAY LINE OF WILL-COOK ROAD TO A POINT OF TERMINATION, IN WILL AND COOK COUNTIES, ILLINOIS.

Lemont / Homer Glen Boundary Line



TO: Mayor and Village Board

FROM: Chris Smith, Finance Director

THROUGH: George Schafer, Village Administrator

SUBJECT: Proposed Fiscal Year 2019-2023 Capital Improvement Plan

DATE: February 12, 2018

SUMMARY/BACKGROUND

Staff began the FY 2019-2023 Capital Improvement Plan (CIP) in November 2017. All capital requests were submitted to Finance in December 2017. The Village Administrator and Mayor met with all department directors regarding each project. During the preparation and review of all projects, staff discussed funding sources. Currently, the roadway projects are not 100% funded. The Village Board will need to review each project and discuss other funding options.

The projects presented represents the Village's commitment to maintain assets as outlined in the Strategic Plan and it represents the long-term investment in the Village's infrastructure. The anticipated capital program is \$2,471,940 of this 18% is grant/developer reimbursed. The balance of the proposed expenditures are funded from user fees, utility taxes, general taxes, and increment. Currently, a portion of the roadway projects are not funded.

STAFF RECOMMENDATION

Review the proposed Fiscal Year 2019-2023 Capital Improvement Plan at the Committee of the Whole on February 12, 2018.

For transparency purposes, the plan will be on the Village's website in two places, one under the agenda packets and the other under the transparency page-financial documents-capital improvement plan.

ATTACHMENTS

- 1. Proposed Fiscal Year 2019-2023 Capital Improvement Plan**



FISCAL YEAR 2019-2023
PROPOSED CAPITAL IMPROVEMENT PLAN

Village of Lemont- Capital Improvements Program

The Capital Improvement plan is a yearly document that is used to identify capital projects and forecast anticipated spending related to these projects. This plan includes the construction of new development, maintenance and replacement of existing infrastructure, and various capital expenditures (excluding vehicles). This process allows for the careful planning, prioritizing, and funding for future items. This plan is updated each year. A project request is submitted into a database each December. During the month of December staff evaluate all projects based upon affordability and services. The team also considers the funding sources and grants that may be associated with each project.

The criteria for the project to be included in the capital plan is:

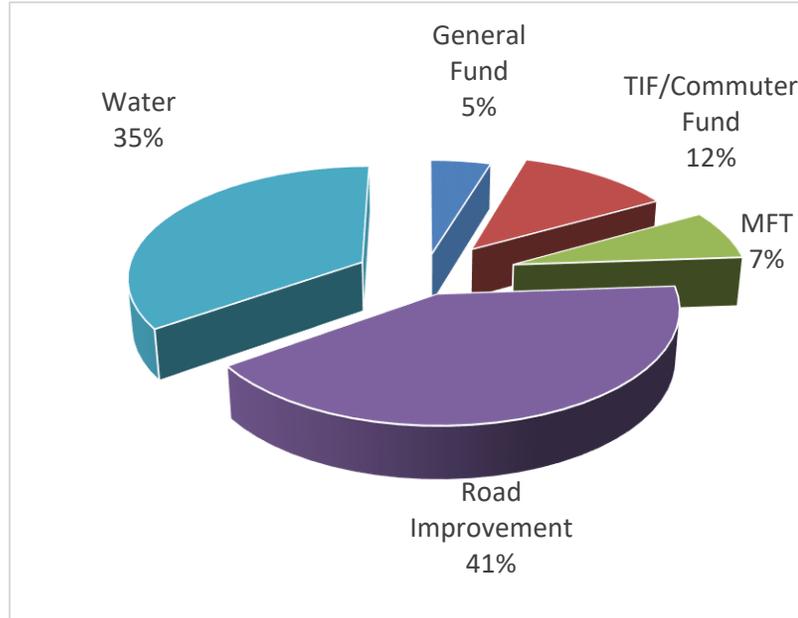
- Multiple year useful life
- Results in a fixed asset or extends the life of the asset
- Minimum value of \$20,000

In the following pages, a summary table is provided that lists all the projects in the CIP plan year and funding sources. Detail projects pages are provided as well.

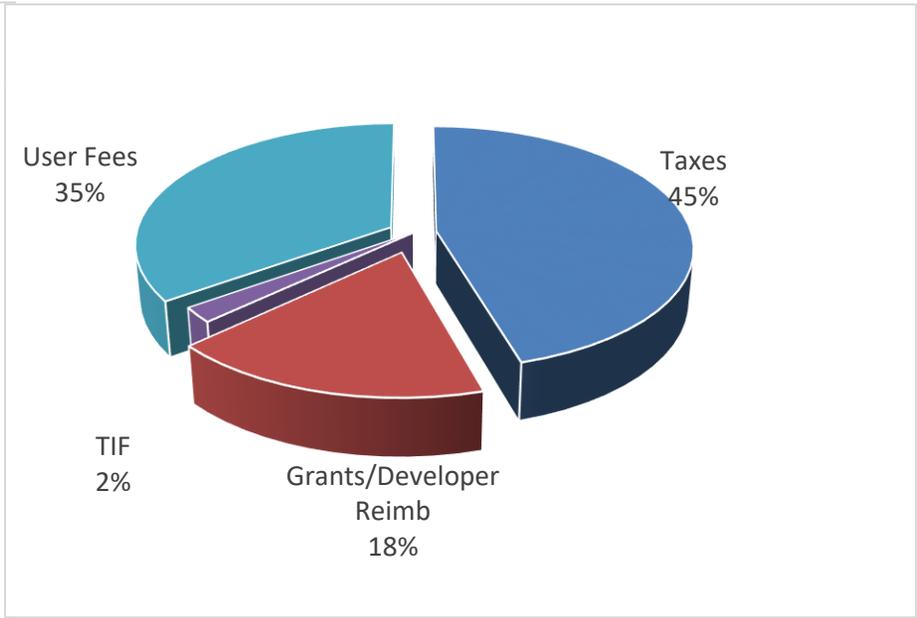
Village of Lemont- Capital Improvements Program

FY2019 PROJECTS

Funding Uses



Funding Sources



The Proposed Capital Improvement Program (CIP) for FY19 is \$2.47 million. 35% of the projects are improvements to the Village’s water utility infrastructure.

Capital improvements projects are funded through a variety of sources. A majority of the utility infrastructure projects are funded from operating revenue, such as user fees. A majority of the roadway projects are funded from taxes, grants, and developer contributions.

ID	CIP NAME	FY19	FY20	FY21	FY22	FY23	FUNDING SOURCES
	I & M Canal Improvements	\$ 50,000	\$ 750,000	\$ 250,000			Canal TIF
	Remodel Commuter Parking Station	\$ 250,000					Commuter Parking Fund - 100% Reimbursed
	2018 Tree Replacement	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	General Fund
	Signs Wayfinding and Gateway	\$ 20,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	General Fund
	Village Hall Emergency Generator Set		\$ 105,000				General Fund
	East Side Division Street & State Street Retaining Wall Replacement		\$ 24,000				General Fund
	METRA Parking Lot Curb Island Modifications	\$ 69,000					General Fund - 100% reimbursed
	Annual MFT Road Resurfacing & Pavement Marking Program	\$ 945,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,000	MFT \$175,000/Road Improvement Fund
	Stephen Street - Multiple Projects		\$ 825,000				Possible TIF
	131 st Street Com Ed Path				\$ 150,000	\$ 150,000	Road Improvement Fund
	McCarthy Road Bike Path Lanes and Resurfacing: Illinois St. to Walker Rd. - Design Engineering	\$ 120,000	\$ 1,800,000				Road Improvement Fund
	State Street Resurfacing		\$ 400,000				Road Improvement Fund
	Holmes Street Corridor Sidewalk Installation	\$ 57,500					Road Improvement Fund
	2018 Hazardous Sidewalk Replacement	\$ 42,000	\$ 42,000	\$ 44,000	\$ 42,000	\$ 42,000	Road Improvement Fund
	Main Street Bike Path: I&M Canal			\$ 145,000	\$ 80,000	\$ 1,360,000	Road Improvement Fund
	IL Route 83 & Main Street Pathways by IDOT	\$ 29,440					Road Improvement Fund - Village Share
	Annual Water Main Replacement Program - Construction & Construction Engineering	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	Water/Sewer/Stormwater
	Combined Sewer Long Term Control Plan (LTCP)	\$ 150,000	\$ 150,000				Water/Sewer/Stormwater
	Annual Sanitary Sewer Cleaning & Televising	\$ 54,000	\$ 56,000	\$ 44,000	\$ 46,000	\$ 48,000	Water/Sewer/Stormwater
	Annual Water Main Replacement Program - Design Engineering	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	Water/Sewer/Stormwater
	Keepetaw & Freehauf Basin Sediment Removal	\$ 40,000					Water/Sewer/Stormwater
	Rose/Doolin Storm Sewer Repair	\$ 23,000					Water/Sewer/Stormwater
	Fifth Street		\$ 60,000	\$ 1,375,000			Water/Sewer/Stormwater
	Buffett Harbor Detention Basin Rehabilitation		\$ 23,000				Water/Sewer/Stormwater
	Police Facility Detention Basin Rehabilitation			\$ 40,000			Water/Sewer/Stormwater
	Logan Dam Sediment Removal			\$ 100,000			Water/Sewer/Stormwater
	Elevated Tank and Well		\$ 4,850,000				Water/Sewer/Stormwater
		\$ 2,471,940	\$ 9,867,000	\$ 3,280,000	\$ 1,850,000	\$ 3,132,000	

Village of Lemont- Capital Improvements Program

Fund: Canal TIF

Project: I & M Canal Improvements



Description: Improvements to the I&M Canal from the Stephen Street bridge to the Ed Bossert Bridge.

Funds in the amount of \$300,000 are available in the Canal TIF for this project. Additional funding will be in the form of TIF increment or bonding opportunities.

FY19	FY20	FY21	FY22	FY23
\$ 50,000	\$750,000	\$250,000		

Village of Lemont- Capital Improvements Program

Fund: Commuter Parking Fund

Project: Remodel Commuter Parking Station

Description: The scope includes interior remodeling to include bathrooms and roofing.

This project will be 100% reimbursed through a grant.



FY19	FY20	FY21	FY22	FY23
\$250,000				

Village of Lemont- Capital Improvements Program

Fund: General Fund

Project: 2018 Tree Replacement

Description: EAB has infected many of the trees in the area. Most of the infected trees have been removed. The plan is to plant 40 to 50 trees in the fall to enhance roadway aesthetics.



FY19	FY20	FY21	FY22	FY23
\$27,000	\$27,000	\$27,000	\$27,000	\$27,000

Village of Lemont- Capital Improvements Program

Fund: General Fund

Project: Wayfinding and Gateway Signs

Description: Seven new signs at key entrances to the Village, including a directional sign outside the main Village boundary at Lemont National Bank on Lemont Road. To beautify entrances to the Village, provide way finding to key destinations, and replace deteriorating existing signs



Primary Gateway Concept



Secondary Gateway Concept



Tertiary Gateway Concept



Wayfinding Concept

FY19	FY20	FY21	FY22	FY23
\$ 20,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000

Village of Lemont- Capital Improvements Program

Fund: General Fund

Project: Village Hall Generator



Description: Installation of generator and related work to fully back-up the Village Hall and Old Police Station facility.

FY19	FY20	FY21	FY22	FY23
	\$105,000			

Village of Lemont- Capital Improvements Program

Fund: General Fund

Project: East Side Division Street & State Street Retaining Wall Replacement

Description: Provide safe pedestrian accommodation. Replacement of the retaining wall with a new wall at the southeast corner of Division St. and State St., at the stairs.



FY19

FY20

FY21

FY22

FY23

\$24,000

Village of Lemont- Capital Improvements Program

Fund: General Fund

Project: Metra Parking Lot Curb Island Modifications

Description: Replace deteriorated, heaved paver brick at 9 tree locations along Main St. with landscape mulch area, 8 Foot Dia. (±).

Funds will be reimbursed by IRMA



FY19	FY20	FY21	FY22	FY23
\$69,000				

Village of Lemont- Capital Improvements Program

Fund: MFT Fund and Road Improvement

Project: Annual MFT Resurfacing Program and Pavement Marking Program

Description: Resurface streets. FY19 Scope: Resurface Rolling Meadows Units 1&2 (19,100SY); Eureka Ave. (State to Peiffer, Oak Ln., Oak Ct. (12,700SY); One Rod Road.



Historical Spending

	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
Amount	\$ 560,013	\$ 585,247	\$279,886	\$ 383,948	\$ 423,473
Miles	1.77	1.84	1.007	1.04	.91
	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
	\$945,000	\$860,000	\$860,000	\$860,000	\$860,000

Village of Lemont- Capital Improvements Program

Fund: Various

Project: Stephen Street Projects

Description: Various Projects on Stephen Street in Downtown

- 1) Water Main Replacement- North of River Street- Phase 1
 - a. Scope: Replacement of 2,050 feet of water main on Stephen Street, North of River to MWRDGC Plant entrance
- 2) Brick Paver Replacement- Illinois Street to River Street
 - a. Scope: Replace brick pavers on Stephen Street to match the new pavers on Main Street and Canal Street and replace 21,000 SF of brick pavers on Stephen Street from Illinois Street to River Street
- 3) Street Beautification- Stephen Street North of River Street
 - a. Scope: Extending Streetscape improvements to the north end of Stephen Street

	FY19	FY20	FY21	FY22	FY23
Water Main Replacement		\$145,000			
Brick Paver Replacement		\$450,000			
Street Beautification		\$ 230,000			

Village of Lemont- Capital Improvements Program

Fund: Road Improvement

Project: 131st Street Com Ed Path



Description: Installation of a 10 foot bi-directional bike/pedestrian path along the ComEd ROW extending from Derby Road to the existing path within the Glens of Connemara subdivision. The Village has secured 80% federal funding for the project. The project has been put on hold by ComEd.

<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
			\$150,000	\$ 150,000

Village of Lemont- Capital Improvements Program

Fund: Road Improvement

Project: McCarthy Road Bike Paths: Illinois St to Walker Rd

Description: Provide safe accommodations for bicyclists. / Scope: The construction of bicycle lanes or a bicycle path on McCarthy Road, from Illinois St to Walker Rd.



The project is schedule to be funded 80% from SCM (STU Federal Funds).

FY19	FY20	FY21	FY22	FY23
\$120,000	\$1,800,000	-	-	-

Village of Lemont- Capital Improvements Program

Fund: Road Improvement

Project: State Street Resurfacing

Description: State Street Resurfacing from 127th to Freehauf



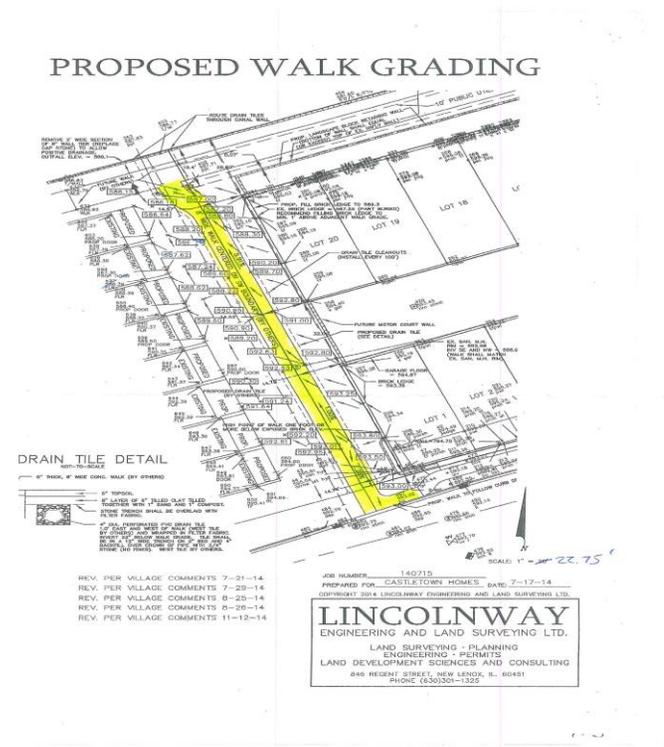
FY19	FY20	FY21	FY22	FY23
\$	\$ 400,000			

Village of Lemont- Capital Improvements Program

Fund: Road Improvement

Project: Holmes Street Corridor Sidewalk Installation

Description: Installation of 8-foot wide pathway on Holmes St., between Talcott St. and I&M Canal, after adjacent building construction is completed. Estimated \$16,500 cost share from Castletown Builders in escrow.



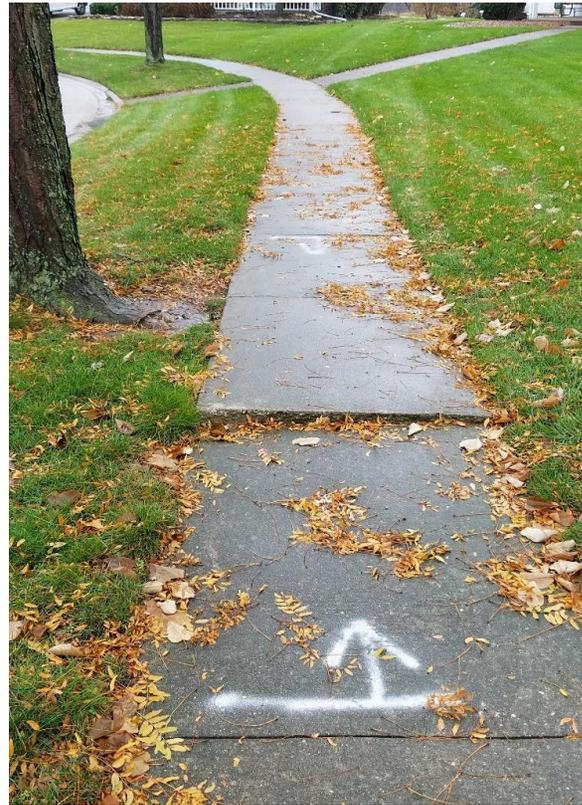
FY19	FY20	FY21	FY22	FY23
\$57,500				

Village of Lemont- Capital Improvements Program

Fund: Road Improvement

Project: 2018 Hazardous Sidewalk Repair

Description: The sidewalk replacement/repair program runs in the spring and fall. This program repairs/replaces sidewalk in various locations which are prioritized by the Village's inspection reports.



FY19	FY20	FY21	FY22	FY23
\$42,000	\$42,000	\$42,000	\$42,000	\$42,000

Village of Lemont- Capital Improvements Program

Fund: Roadway Improvement Fund and Grant

Project: Main Street Bike Path: I&M Canal & Centennial Cal-Sag Trail-



Description: Lemont has long recognized its need to connect downtown to regional trails in order to provide an amenity to residents and encourage economic development in downtown. The proposed link to the Centennial Trail has been mentioned in numerous plans, including the 2002 Comprehensive plan, the 2008 ED & Downtown Improvement Work Program and the 2012 Lemont Active Transportation Plan.

The construction of a 10 feet wide bicycle lane on Main St., from Illinois St to IL Rte 83, or from Boyer Rd at the I&M Canal Path to IL Rte 83. The project is schedule to be funded 80% from SCM (STU Federal Funds).

FY19	FY20	FY21	FY22	FY23
\$ -	-	\$145,000	\$80,000	\$ 1,360,000

Village of Lemont- Capital Improvements Program

Fund: Main Street and Archer TIF

Project: IL Route 83 and Main Street Pathways by IDOT

Description: Provide safe off street passage for pedestrians and cyclists. Construction, by IDOT, of multi-use bike paths at the intersection of IL Rt 83 and Main Street.



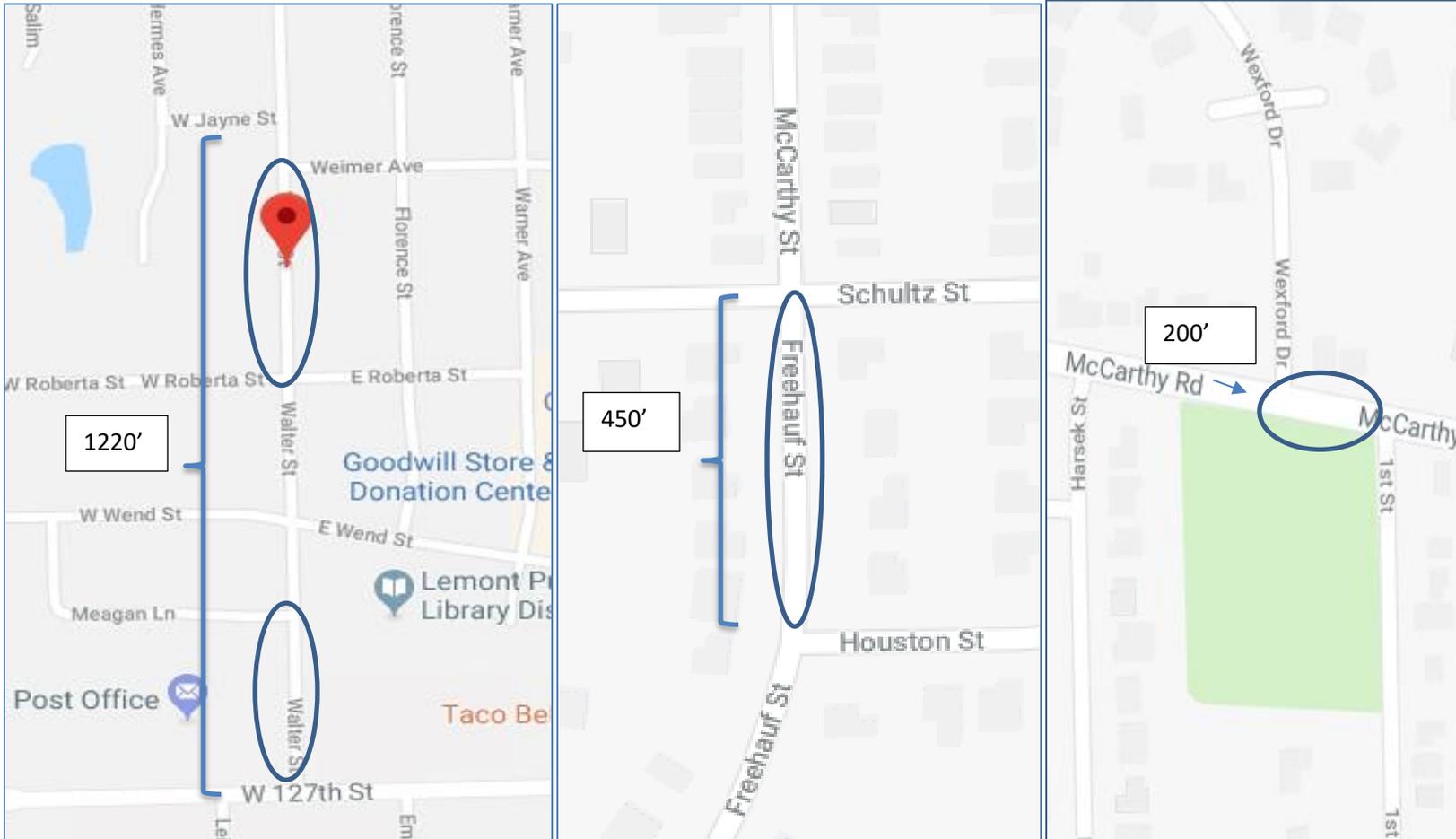
FY19	FY20	FY21	FY22	FY23
\$ 29,440	-	-	-	-

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Annual Water Main Replacement Program

Description: Replacement of deteriorated water main on an annual basis.



FY19	FY20	FY21	FY22	FY23
\$550,000	\$550,000	\$550,000	\$550,000	\$550,000

FY19 Scope: Replace 1220' of water main on Walter Street (127th Street to Meagan Ln and Roberta St to Weimer Ave)- 450' on Freehauf St (Houston Street to Schultz St) and 200' of new water main on McCarthy Road (Wexford to First St.

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater Fund

Project: Combined Sewer Long Term Control Plan (LTCP)

Description: Initial setup, data gathering, programming, engineering, smoke and dye testing to create a Combined Sewer Long Term Control Plan. This plan is mandated by MWRDGC.

Once implemented there will be an annual engineering and software cost of \$33,000.

Scope: Engineering studies and private sector smoke and dye testing

FY19	FY20	FY21	FY22	FY23
\$150,000	\$150,000			

***** Note: The cost is the initial capital investment- Annual Operating costs of \$33,000 will be added to the Water/Sewer fund.**

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Annual Sanitary Sewer Cleaning & Television

Description: Cleaning and televising of existing sanitary sewers and combined sewers, in order to maintain sewers in good, clean condition and to comply with recommended long term control plan. This is required by the MWRDGC. Televising one third of Village wide, high risk condition sanitary sewers and inspect manholes every 3 years. (36,000 ft.)



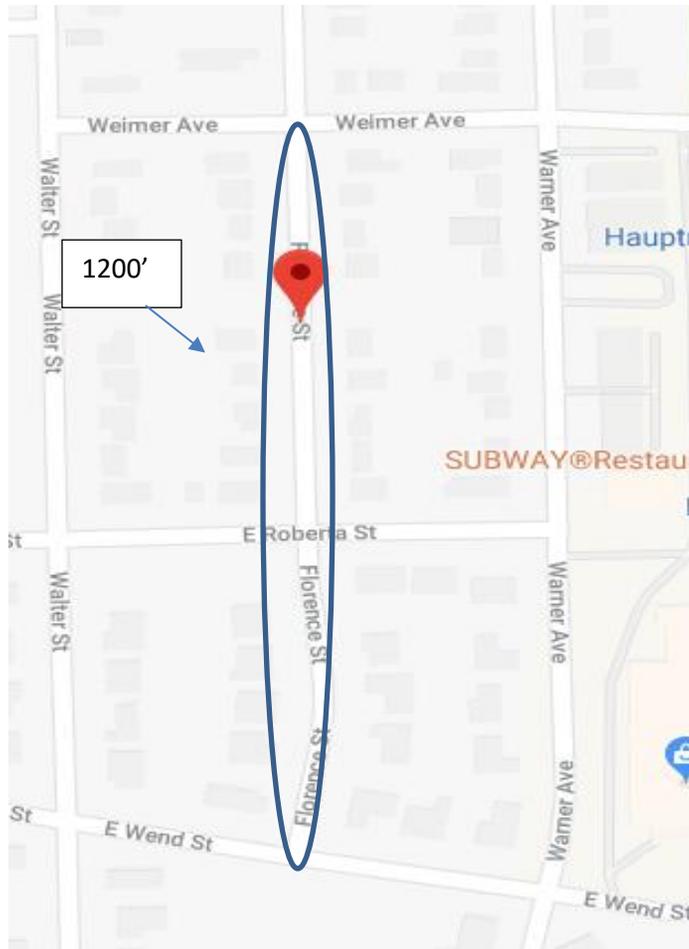
FY19	FY20	FY21	FY22	FY23
\$54,000	\$56,000	\$44,000	\$46,000	\$48,000

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Annual Water Main Replacement Program- Design Engineering

Description. Provide design engineering for the annual Water Main Replacement Program with the goal to solicit bids each year early in the calendar year for optimum pricing.



FY19 Scope: Florence St. Water Main Replacement (Weimer Ave. to Wend Ave), 1200'

FY19	FY20	FY21	FY22	FY23
\$45,000	\$45,000	\$45,000	\$45,000	\$45,000

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Keepetaw and Freehauf Basin Sediment Removal

Description: Improve drainage system to prevent flooding. Remove excess sediment in the Hillview Ditch System



FY19	FY20	FY21	FY22	FY23
\$40,000				

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Rose/Doolin Storm Sewer Repair

Description: Repair a deteriorated storm sewer at rear yard between Rose Ct. & Doolin Dr. Reattach the concrete flared end section to the existing storm sewer.



FY19

FY20

FY21

FY22

FY23

\$23,000

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Fifth Street Water Main

Description: Construct a 5,000 ft water main with loops at the north end of 5th Street (to 4th Street) and the south end of 6th Street (to 4th Street)



FY19	FY20	FY21	FY22	FY23
\$	\$ 60,000	\$1,375,000		

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Buffett Harbor Detention Basin Rehabilitation

Description: Provide a more aesthetic and functional detention basin. Removal of sediment at the basin outfall to reestablish original normal water elevation in the Buffett Harbor Detention Basin.



FY19

FY20

FY21

FY22

FY23

\$23,000

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Police Facility Detention Basin Rehabilitation



Description: To provide a more aesthetic and functional detention basin.

Scope: Regrading and replanting of detention basin with native grass.

FY19

FY20

FY21
\$40,000

FY22

FY23

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater

Project: Logan Dam Sediment Removal

Description: Improve drainage to prevent flooding. Removal of sediment upstream of Logan Dam



FY19

FY20

FY21

FY22

FY23

\$100,000

Village of Lemont- Capital Improvements Program

Fund: Water/Sewer/Stormwater Fund

Project: Elevated Tank and Well

Description: Build an additional 750,000 Gallon Elevated Tank and Well. #7. Site to be determined.



	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
750,000 Elevated Tank		\$1,850,000			
Well No. 7		\$3,000,000			

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Discussion of Glens of Connemara Acceptance of Public Improvements
DATE: February 8, 2018

SUMMARY/ BACKGROUND

In 2005 the Village approved an annexation agreement for the development of a 140-single-family home subdivision located north of 131st Street and west of Bell Road, referred to as the Glens of Connemara Subdivision. Soon after breaking ground the subdivision went through the great recession which slowed the development down significantly. Leading out of the recession, the subdivision has built out steadily to a point now where the subdivision is nearly built-out and the public improvements are nearing completion. Before the request to accept improvements is made at a formal Village Board meeting, staff is presenting to the board for discussion at Committee of the Whole.

Pursuant to the annexation agreement and related approvals, the developer of the subdivision, Homewerks Lemont, LLC deposited a letter of credit to guarantee the installation of the subdivision improvements. After completion of several improvements to the subdivision and subsequent draw downs in the initial letter of credit, the developer asked for a final reduction in their letter of credit amount in 2013. The Village put into place various requirements during this latest draw down in which most requirements have been completed. Staff and the Mayor has met with the newly elected home owners' association board to discuss and reach consensus on remaining items to finish out the subdivision. These items include the unfulfilled and final recreational contribution required and other minor unresolved requirements of the original annexation agreement. These remaining items and other minor discussion points will be presented to the Village Board at the COW prior to formal acceptance at a future voting meeting. After acceptance of improvements, the developer has agreed to keep its existing letter of credit in place for the two-year maintenance period to finish remaining minor items and to provide additional remedies should recently installed improvements require correction.

RECOMMENDATION

Staff recommends acceptance of improvements at a meeting in the near future. Remaining items are minor in nature and should not preclude the developer to entering its maintenance period.

BOARD ACTION REQUESTED

Discussion purposes only. Acceptance of the improvements will be presented to the Village Board at a future Board meeting.

ATTACHMENTS

- Board Packet item from 2013 on the reduction in letter of credit
- Site Plan Map
- Plat of Subdivision



**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: George J. Schafer, Village Administrator
Charity Jones, Planning & Economic Development Director
Ralph Pukula, Public Works Director
Jim Cainkar, Acting Village Engineer

Subject: A Resolution Authorizing the Release of a Letter of Credit for the Glens of Connemara Subdivision

date: January 23, 2014

BACKGROUND/HISTORY

In 2005 the Village approved an annexation agreement for the development of a 140 single family home subdivision located along 131st Street and west of Bell Road, referred to as the Glens of Connemara Subdivision. Pursuant to the annexation agreement and related approvals, the developer of the subdivision, Homewerks Lemont, LLC deposited a letter of credit to guarantee the installation of the subdivision improvements. The developer has completed a portion of the improvements, and as a result, the existing letter has been previously reduced to the current amount of \$776,809.35.

Several months ago, the Village was approached by the developer for guidance on the requirements necessary to release their existing letter of credit in exchange for a new form of security, but of a reduced value. The release of the letter of credit and acceptance of a reduced letter would assist the developer in being able to market and sell their remaining lots in the subdivision. At the October Committee of the Whole, the Board discussed the request and gave staff direction to investigate opportunities to assist the developer with the request while continuing to provide the Village protection in case of developer default. It was determined after staff review that a new letter of credit in an amount of \$500,000 would be sufficient to guarantee the remaining public improvements and provide the required maintenance balance once the improvements are accepted.

Before the exchange was to be presented to the Village Board for consideration, staff required the developer to comply with various conditions and requirements. These requirements included submitting a letter of credit in this amount that would meet all Village requirements. In addition, the Village required that all sewers be televised, cleaned, reported and approved by the Village engineer before the Village would entertain the release of the existing letter of credit. The developer has complied with the requirements set forth from Village staff and have committed to

finishing the majority of the public improvements by June 30, 2014. These improvements include the final resurfacing of the entire subdivision with associated curb repair and other improvements.

Presented with this agenda memo are the documents necessary to release the existing letter of credit for the Glens of Connemara. In exchange for the release, the Village would be accepting an alternate letter of credit to ensure completion of public improvements for the subdivision.

PROS/CONS/ALTERNATIVES (IF APPLICABLE)

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

1. Resolution Authorizing the Release of a Letter of Credit for the Glens of Connemara Subdivision
2. Irrevocable Letter of Credit No 2013-08 (New LOC)
3. Letter of Understanding (Exhibit A to LOC)
4. Letter from Inspired by Design, LLC Assuming the Obligations of the Glens of Connemara Subdivision

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Resolution

VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF A LETTER OF CREDIT
FOR THE GLENS OF CONNEMARA SUBDIVISION**

(Glens of Connemara)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 27TH DAY OF JANUARY, 2014**

**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 27th day of January, 2014**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF A LETTER OF CREDIT
FOR THE GLENS OF CONNEMARA SUBDIVISION
(Glens of Connemara)**

WHEREAS, pursuant to the Lemont Unified Development Ordinance of 2008, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of subdivision improvements; and

WHEREAS, pursuant to the Glens of Connemara Annexation Agreement, Ordinance O-79-05, the owner or developer of the Glens of Connemara is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of subdivision improvements; and

WHEREAS, in the matter of the Glens of Connemara subdivision located along 131st Street in Lemont, Irrevocable Letter of Credit No. 06-05-15-401-01 was issued by Midwest Bank and Trust in the amount of \$4,141,926.86, and was deposited with the Village of Lemont to guarantee completion of subdivision improvements; and

WHEREAS, HomeWerks Lemont, LLC has completed certain portions of the required improvements and pursuant to Village approval of those improvements Irrevocable Letter of Credit No. 06-05-15-401-01 has been reduced to the current balance of \$766,809.35; and

WHEREAS, Mr. Vincent P. Allegra, representing HomeWerks Lemont, LLC, owner of the Glens of Connemara subdivision, has requested a release of Irrevocable Letter of Credit No. 06-05-15-401-01; and

WHEREAS, Inspired by Design, LLC has been assigned all rights and obligations of the Glens of Connemara Annexation Agreement, Ordinance O-79-05, by HomeWerks Lemont, LLC; and

WHEREAS, Inspired by Design, LLC has applied for and Pan American Bank of

Melrose Park has provided Irrevocable Letter of Credit No. 2013-08 in the amount of \$500,000.00 to guarantee completion of subdivision improvements; and

WHEREAS, the Village Engineer of the Village of Lemont has inspected certain portions of the improvements and has found these portions to have been satisfactorily installed;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that Irrevocable Letter of Credit Irrevocable Letter of Credit No. 06-05-15-401-01 is hereby released.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 27th day of January, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk



PAN AMERICAN BANK

IRREVOCABLE LETTER OF CREDIT

Issue Date: January 17, 2014

Irrevocable Standby Letter of Credit No. 2013-08

Applicant: Inspired By Design, LLC
200 E. 5th Avenue, Ste-101
Naperville, IL 60563

Beneficiary: Village of Lemont
418 Main Street
Lemont, IL 60439

Amount: \$500,000.00

Expiration: January 17, 2017

To whom it may concern:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Inspired By Design, LLC, 200 W, 5th Avenue, Ste-101, Naperville, Illinois 60563 in the aggregate amount of \$500,000.00 available by your draft drawn on site and marked "Drawn Under Pan American Bank", Letter of Credit Number 2013-08, dated January 17, 2014 and accompanied by the following document:

A signed statement by the Administrator or Engineer of the Village of Lemont certifying that on site improvements as detailed by attachment (Exhibit A), Annexation Agreement adopted pursuant to Ordinance O-79-05, applicable Village Ordinances, and the approved plans and specifications for the Glens of Connemara Subdivision, as well as the maintenance and repair of those required on site improvements, as specified in the Exhibit A, Annexation Agreement, applicable Village Ordinances and the approved plans and specifications for the on site improvements for the Subdivision known as The Glens of Connemara, as approved by the Village Engineer, have not been completed in accordance with said plans and specifications,.

If said improvements have not been installed in conformity with approved Plans, Annexation Agreement adopted pursuant to Ordinance O-79-05, applicable Village Ordinances and the improvements contained in Exhibit A, the Village is hereby granted authority to draw on this Irrevocable Letter of Credit for the purpose of completing said improvements, in accordance with the revisions herein and above set forth. The Irrevocable Letter of Credit shall be utilized to secure the installation, repair and maintenance of all improvements required under the Unified Development Ordinance of the Village of Lemont and the Annexation Agreement. The Irrevocable Letter of Credit shall not operate as a limitation on the obligation of the Inspired By Design, LLC to install any improvement required by the Village of Lemont.

The principal amount of this Irrevocable Letter of Credit shall not be reduced for any improvements installed unless such reduction is approved by the Village Board. The Village may submit its sight drafts as herein and above provided without the consent of the Inspired By Design, LLC or any other party. If within ten (10) days of the date such draft is present in conformance with the terms of the Irrevocable Letter of Credit Number 2013-08, we fail to honor same, we agree to pay all attorney's fees, court costs, and other expenses incurred by the Village enforcing the terms hereof.

We hereby agree that this Irrevocable Letter of Credit shall expire on January 17, 2017, as stated herein above; provided, however, that we shall notify the Village Administrator and Village Engineer by Certified Mail, return receipt requested, at least ninety (90) days prior to said expiration date that said Letter of Credit is about to expire. It is a condition of this Letter of Credit that it shall be automatically extended for additional periods of one (1) year, unless at least ninety (90) calendar days prior to the then relevant expiration date, we have advised you in writing by certified mail, return receipt requested, or hand delivery that we elect not to so extend. In that event, you may draw hereunder on or prior to the then relevant expiration date, up to the full amount then available hereunder against your sight draft(s) on us, bearing the number of the Letter of Credit. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon prior written notice, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with this notice provision.

(Signature Page To Follow)

Pan American Bank



By: Nicholas V. Dizunno
Executive Vice President



Subscribed and sworn to before me this 21st day of January, 2014



Notary Public

This documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits, the International Chamber of Commerce Publication No. 440 (Latest Revision), except as herein and above modified.



Village of Lemont

418 Main Street, Lemont, IL 60439-3788

630-257-1550 • Fax 630-257-1598 • www.lemont.il.us • vlemont@lemont.il.us

November 25, 2013

Frank Dimperio Jr
5th Avenue Construction, Inc
200 E. 5th Avenue, Suite 101
Naperville, IL 60563

Dear Frank Dimperio Jr:

The purpose of this letter is to convey the Village of Lemont's ("Village") willingness to accept alternate forms of fully collateralized security from Homewerks, LLC ("Developer") to replace the Developer's existing Letter of Credit, [through First Merit Bank]. As you know, this existing Letter of Credit has, to date, been used as fully collateralized security for the completion of the public improvements and other obligations for the Glens of Connemara subdivision development ("Subject Property").

The Village's willingness to even consider an exchange of Letters of Credit is hinged upon the requirements outlined below. The financial security, ensuring the completion of the public improvements and other obligations of the Developer is of the highest priority to the Village. If each and every requirement set forth in this letter are satisfied by the Developer, the Village will recommend the acceptance of a new, reduced letter of credit and release the existing Letter of Credit. Please note, any action officially releasing the existing Letter of Credit must take place by resolution passed by a majority of the Village Board of Trustees. The undersigned does not make any representation or warranty that such a resolution will be enacted.

A recommendation and consideration of this exchange will only take place after the all the sewers of the Subject Property have been televised, cleaned and approved by the Village. In addition to the sewer work, a comparable Letter of Credit must be presented to the Village and approved in the sole discretion of the Village Engineer and other Village staff.

Further detail and clarification on these two requirements are listed below.

1. Developer to provide TV DVDs and cleaning of sanitary sewer and storm sewers for the Subject Property (approximately 10,140 feet sanitary sewer plus 18,065 feet storm sewer). The results of the sewer cleaning and televising shall be documented with the two (2) written reports, with the applicable DVDs, that shall also include a running audio documentary of any and all defects noticed in the sewer lines inspected. Flash drives will NOT be accepted. Before this condition is met, the Village Engineer, or his designee, shall review the tapes and must deem, in his discretion, the sewers are operational and acceptable to the Village's standards. Should the Village Engineer not approve the

condition of the sewers, the Developer shall repair the sewers to the Village Engineer's standards prior to the exchange of Letters of Credit.

2. A Comparable Irrevocable Letter of Credit, from a banking or other institution acceptable to the Village, must be submitted by the Developer for review and approval by the Village Engineer before the release of the existing Letter of Credit will be presented to the Village Board. The new Letter of Credit must contain terms consistent with the existing Letter of Credit and any other criteria required by the Village applicable to the Subject Property. Language in the new Letter of Credit must include, but will not be limited to, the following:
 - a. An aggregate amount of \$500,000.
 - b. Improvements to be outlined in the new letter of credit shall include, but not be limited, to the following:
 1. Subdivision Drawings: Provide and record the "As Built" drawings of the entire subdivision.
 2. Street Resurfacing: Final lift and curb repair and completion of Tara Lane.
 3. Sidewalks: Before acceptance of public improvements, the value of any remaining sidewalks will be given to the Village to be held in escrow, to install the remaining sidewalks. The amount will be calculated by the Village Engineer at time of public improvement acceptance. Once 14 unsold lots are left remaining, the Village shall require 100% completion of those remaining sidewalks. Any funds still held in escrow after these improvements are installed and approved shall be returned to the Developer.
 4. Parkway Trees: Before acceptance of public improvements, the value of any remaining parkway trees will be given to the Village by the Developer to be held in escrow. The amount will be calculated by the Village Engineer at time of public improvement acceptance.
 5. North/South Bike Path Completion: Before acceptance of public improvements, the Developer shall submit funds to be held in escrow for the completion of the north/south bike path, or a comparable recreational project in the vicinity. The amount will be calculated by the Village Engineer at the time of public improvements acceptance.
 - c. If the Developer has not installed the public improvements and the other obligations in conformity with approved plans, Village Code and applicable Village standards, the Village must be granted authority to draw on the new

Irrevocable Letter of Credit for purposes of completing remaining public improvements.

- d. At time of acceptance of public improvements, a maintenance amount in the amount of \$360,167.55, for a period of 2 years, shall be presented to the Village. (Required Maintenance Period Balance is 10% of original cost of public improvements.) The Maintenance Security can be a new Letter of Credit, or an extension of the existing Letter of Credit.
- e. Other terms and conditions required by the Village Engineer and the Village Attorney.

Nothing in this letter shall be construed as a contractual relationship or an alteration of any existing contractual relationships between the Developer and the Village. Furthermore, nothing in this letter shall be construed as a promise or obligation by the Village to take or not take any action. This letter is to be used only as an outline of the initial requirements of the Village to consider an exchange of Letters of Credit from the Developer regarding the Subject Property.

If you have any questions, please feel free to contact me at (630) 243-2709 or gschafer@lemont.il.us

Sincerely,



George J. Schafer
Village Administrator

cc: Ralph Pukula, Public Works Director
Jim Cainkar, Acting Village Engineer
Charity Jones, Planning & Economic Development Director
Jeffrey M. Stein, Village Attorney

Inspired by Design, LLC

200 E 5th Avenue-Naperville il-60563
Phone-630-824-3630—Fax-630-824-3663

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

Dear Mr. Schafer,

Homewerks, LLC has assigned its rights, obligations and responsibilities as provided in the Annexation Agreement ("Agreement") dated October 12, 2005, recorded as Document No. 0529839035, to Inspired by Design, LLC. Inspired by Design, LLC accepts that assignment and assumes all the rights, obligations and responsibilities found in the Agreement.

Further, Inspired by Design, LLC has reviewed the Annexation and is familiar with the status of the improvements that are required to be performed at the Glens of Connemara Subdivision in Lemont, Illinois. Inspired by Design, LLC has agreed to assume all the obligations and responsibilities provided for in the Annexation Agreement, including but not limited to:

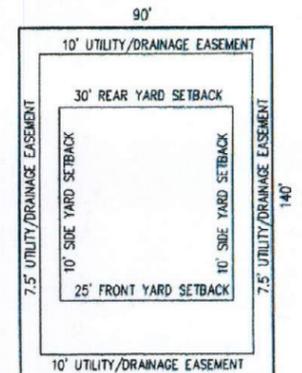
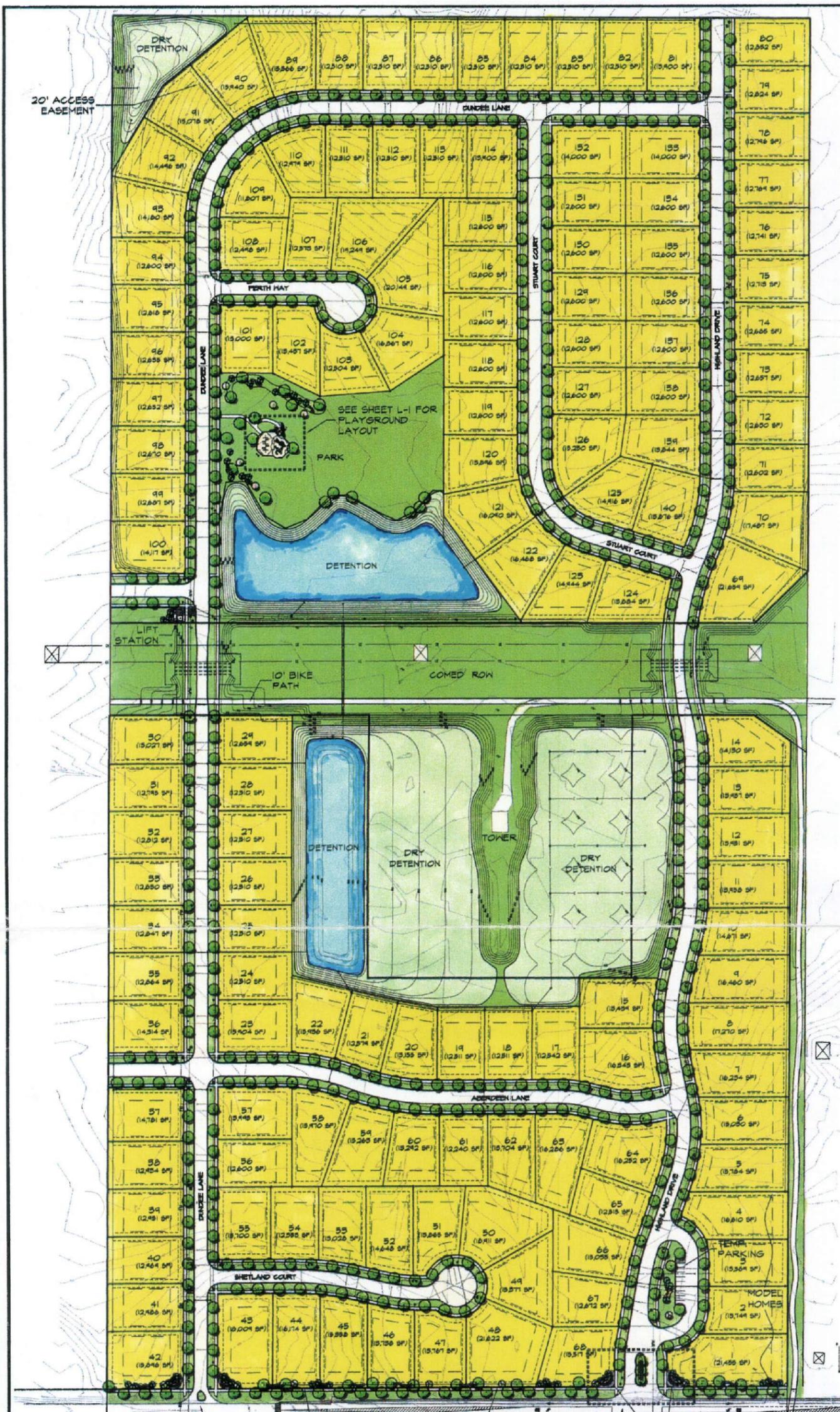
- 1) The completion of the improvements outlined below at The Glens of Connemara Subdivision:
 - a) Hot- Mix Asphalt Surface Course, 1-1/2
 - b) Extension of Tara Lane
 - c) Curb Repair
 - d) Complete televising of the remaining storm sewers
 - e) Replace 28 feet of sanitary sewer near lift station, per Village Engineer's direction
- 2) The continued maintenance of all unaccepted public improvements

Furthermore, Inspired by Design, LLC is aware that they must comply with the most recent version of the Village's Codes for public improvements.

Sincerely,
Inspired by Design, LLC



Frank Dimperio, Jr.
Not Individually but solely as a Member of Inspired by Design, LLC



TYPICAL LOT
SCALE: 1"=30'



PLAYGROUND LAYOUT
SCALE: 1"=30'



ENTRANCE MONUMENT ELEVATION
SCALE: 5/16"=1'-0"

PLAN DATA

TOTAL AREA	78.39 ACRES
COMED ROW	11.25 ACRES
NET AREA	67.14 ACRES
TOTAL LOTS	140
NET DENSITY	2.09 DU/AC
MIN. LOT SIZE	12,500 SF
MAX. LOT SIZE	24,014 SF
AVG. LOT SIZE	13,931 SF

PLANT LEGEND

- DEC. SHADE TREE (2.5")
- DEC. ORN. TREE (8' tall)
- EVERGREEN TREE (6' tall)
- LARGE DEC. SHRUBS (36" tall)
- SMALL DEC. SHRUBS (18" tall)
- EVERGREEN SHRUBS (24" tall)
- ORNAMENTAL GRASSES
- PERENNIALS & GROUNDCOVERS



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REVISIONS

1 PER TRAFFIC CALMING	1-29-04
2 PER ENGINEERING	2-4-04

78 Acre - 131st Street

HOME WERKS DEVELOPMENT COMPANY
700 East Diehl Rd.
Suite 130
Naperville, IL 60563

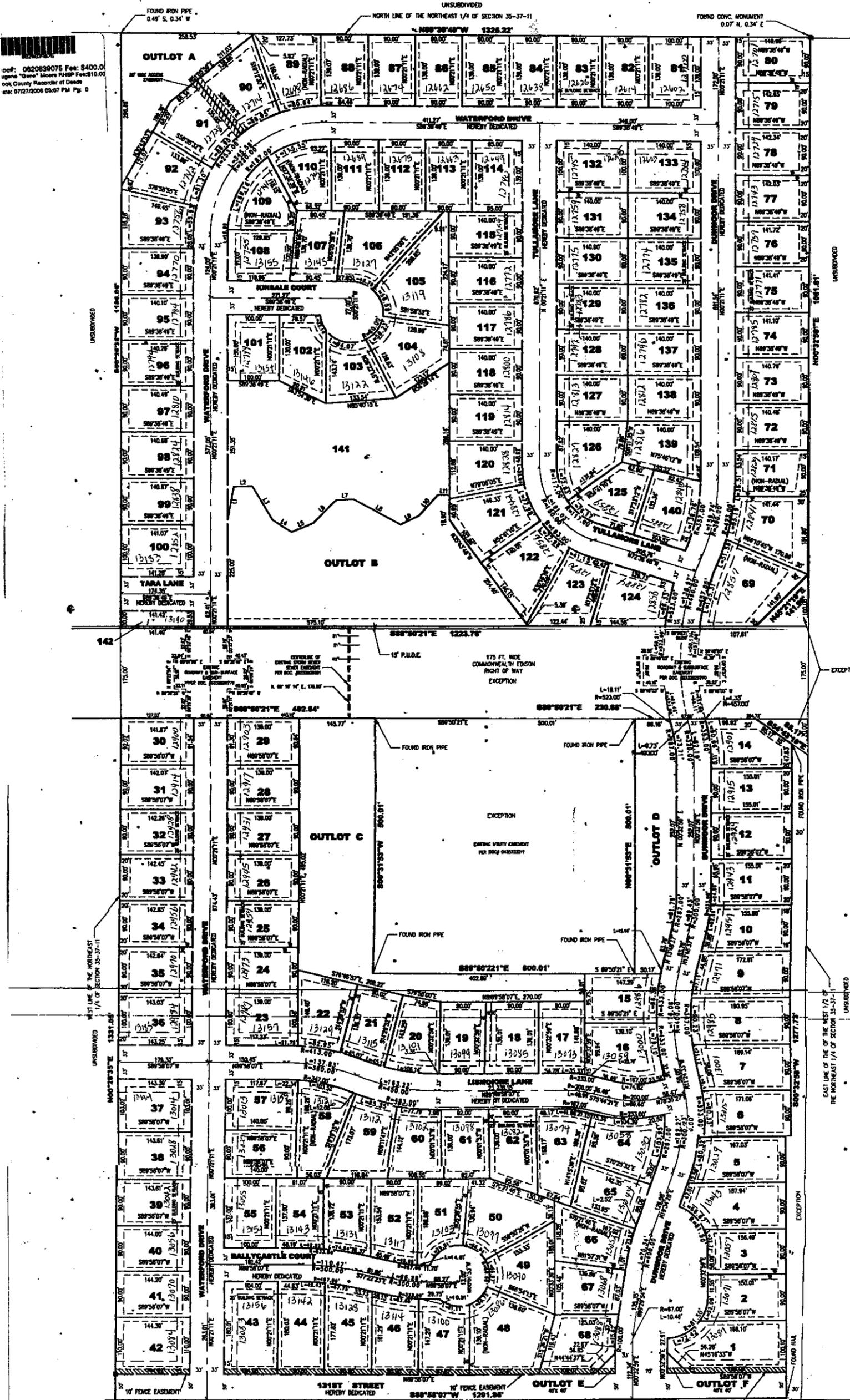
Ives/Ryan Group, Inc.
Land Planning
Landscape Architecture
Golf Course Architecture
1801-A North Mill Street
Naperville, IL 60563
Phone: (630) 717-0726
Fax: (630) 717-0875
E-Mail: Ivesryan@aol.com

SITE PLAN

PROJECT NO.: S11603	JOB NO.: 6928
DATE: 1-19-03	SHEET
SCALE: 1"=100'	
PLANNER: JTB	
DRAWN BY: JM/MI	

THE GLENS OF CONNEMARA

BEING A SUBDIVISION OF PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGEND:

- (0.00') RECORD INFORMATION
 - 0.00' MEASURED INFORMATION
 - EXISTING BOUNDARY LINE
 - - - PROPOSED BOUNDARY LINE
 - - - SETBACK LINE
 - - - EASEMENT LINE
 - - - CENTERLINE
 - - - RIGHT OF WAY LINE
 - - - QUARTER SECTION LINE
 - - - SECTION LINE
 - - - SUBCUT LINE
 - P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
 - CONCRETE MONUMENT
 - ▨ FENCE EASEMENT
- PERMANENT INDEX NUMBER:
22-35-200-013

LINE	LENGTH	BEARING
L1	65.51	N103°00'05"E
L2	38.60	N88°41'54"E
L3	76.56	S30°19'53"E
L4	43.48	S88°17'35"E
L5	44.38	N68°00'20"E
L6	63.79	N44°44'42"E
L7	32.45	N67°47'53"E
L8	102.83	S60°38'28"E
L9	39.34	N64°02'54"E
L10	54.70	N41°33'53"E
L11	21.11	S89°38'49"E

- NOTES:
- NO DIRECT ACCESS TO 131ST STREET SHALL BE GRANTED TO LOTS 42, 43, 44, 45, 46, 47, 48 AND 68.
 - LOT 79 - NORTH SIDE YARD BUILDING SETBACK SHALL BE 15 FEET.
 - LOT 80 - SOUTH SIDE YARD BUILDING SETBACK SHALL BE 15 FEET.
 - LOT 14 - NORTH SIDE YARD BUILDING SETBACK SHALL BE 20 FEET.
 - OUTLOTS A THROUGH F WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (THE "ASSOCIATION").

DEVELOPMENT SUMMARY

MINIMUM LOT SIZE = 12,501 SF (0.287 AC)
 MAXIMUM LOT SIZE = 21,699 SF (0.498 AC)
 AVERAGE LOT SIZE = 13,940 SF (0.320 AC)

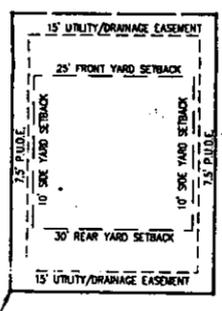
LOT 142 (PARK)	39,777 SF (0.913 AC)
LOT 142 (LIFT STATION)	4,210 SF (0.097 AC)
OUTLET A (DETENTION)	31,423 SF (0.721 AC)
OUTLET B (DETENTION)	111,125 SF (2.551 AC)
OUTLET C (DETENTION)	94,112 SF (2.161 AC)
OUTLET D (DETENTION)	37,545 SF (0.862 AC)
OUTLET E (ENTRANCE SIGN)	800 SF (0.018 AC)
OUTLET F (ENTRANCE SIGN)	800 SF (0.018 AC)

R.O.W. DEDICATION = 657,842 SF (15.102 AC)

TOTAL = 2,989,295 SF (68.625 AC)

TOTAL NUMBER OF DWELLING UNITS=140
 DWELLING UNITS PER ACRE = 2.62 (NET)

EACH BUILDING SHALL BE CONSTRUCTED ON AN INDIVIDUAL LOT OF RECORD AS SHOWN ON THE FINAL PLAT.



TYPICAL LOT SETBACK/EASEMENT
 ALL EASEMENTS ARE TYPICAL AS SHOWN, (UNLESS OTHERWISE INDICATED)
 (IRON PIPE WILL BE SET AT ALL LOT CORNERS UPON COMPLETION OF FINAL GRADING)

LOT #	AREA SQ-FT								
1	20,651	21	12,579	41	12,986	61	12,512	81	13,000
2	13,749	22	13,936	42	15,895	62	13,688	82	12,510
3	13,569	23	13,904	43	18,722	63	15,875	83	12,510
4	16,610	24	12,510	44	16,169	64	16,202	84	12,510
5	15,784	25	12,510	45	15,355	65	12,503	85	12,510
6	15,030	26	12,510	46	13,734	66	15,121	86	12,510
7	16,234	27	12,510	47	13,767	67	12,672	87	12,510
8	17,270	28	12,510	48	12,699	68	14,715	88	12,510
9	16,460	29	12,639	49	15,294	69	20,922	89	15,566
10	14,672	30	13,030	50	10,032	70	17,685	90	15,340
11	13,958	31	12,794	51	13,684	71	12,621	91	15,078
12	13,951	32	12,812	52	14,665	72	12,630	92	14,496
13	13,951	33	12,829	53	13,043	73	12,657	93	14,180
14	13,663	34	12,647	54	12,501	74	12,685	94	12,600
15	13,539	35	12,664	55	13,700	75	12,713	95	12,618
16	16,316	36	14,314	56	12,600	76	12,741	96	12,635
17	12,542	37	14,783	57	13,995	77	12,769	97	12,852

SINGLE FAMILY LOT SUMMARY

LOT #	AREA SQ-FT								
1	20,651	21	12,579	41	12,986	61	12,512	81	13,000
2	13,749	22	13,936	42	15,895	62	13,688	82	12,510
3	13,569	23	13,904	43	18,722	63	15,875	83	12,510
4	16,610	24	12,510	44	16,169	64	16,202	84	12,510
5	15,784	25	12,510	45	15,355	65	12,503	85	12,510
6	15,030	26	12,510	46	13,734	66	15,121	86	12,510
7	16,234	27	12,510	47	13,767	67	12,672	87	12,510
8	17,270	28	12,510	48	12,699	68	14,715	88	12,510
9	16,460	29	12,639	49	15,294	69	20,922	89	15,566
10	14,672	30	13,030	50	10,032	70	17,685	90	15,340
11	13,958	31	12,794	51	13,684	71	12,621	91	15,078
12	13,951	32	12,812	52	14,665	72	12,630	92	14,496
13	13,951	33	12,829	53	13,043	73	12,657	93	14,180
14	13,663	34	12,647	54	12,501	74	12,685	94	12,600
15	13,539	35	12,664	55	13,700	75	12,713	95	12,618
16	16,316	36	14,314	56	12,600	76	12,741	96	12,635
17	12,542	37	14,783	57	13,995	77	12,769	97	12,852

THE GLENS OF CONNEMARA

131ST STREET WEST OF BELL ROAD
LEMONT, ILLINOIS

FINAL PLAT OF SUBDIVISION
 DRAWN BY: RWS
 SCALE: 1"=100'
 JOB NUMBER: 03-236
 DATE: 03-29-04
 CHECKED: PER CLIENT
 DATE: 03-09-06
 SHEET: 1

Consulting Civil Engineering
 Land Planning & Surveying
 1030 West Route 126
 Plainfield, Illinois 60544
 voice 815-254-0305
 fax 815-436-3158

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