

# *Village of Lemont*

## **Mayor**

John Egofske

## **Village Clerk**

Charlene Smollen

## **Administrator**

George J. Schafer



## **Trustees**

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

## **VILLAGE BOARD MEETING**

April 23, 2018 – 7:00 PM

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

### **AGENDA**

- I. Pledge of Allegiance
- II. Roll Call
- III. Remote Attendance of Trustee Rick Sniegowski
- IV. Consent Agenda
  - A. Approval of Minutes
    1. April 9, 2018 Village Board Meeting Minutes
  - B. Approval of Disbursements
- V. Mayor's Report
  - A. Reappointment to the Police Pension Board, Barb Buschman and Brian Kondrat
  - B. Appointment to the Art and Culture Commission, Adam Zmarzlinski and Rose Sula
  - C. Proclamation- Old Quarry Middle School Cheerleaders
  - D. Presentation by Commonwealth Edison on Smart Meters
  - E. Willow Pointe Public Hearing on Annexation Agreement Amendment
  - F. Audience Participation
- VI. Clerk's Report
  - A. Correspondence
  - B. Ordinances

1. An Ordinance Authorizing the Execution of a Second Amendment to the Annexation Agreement for Paradise Park
2. An Ordinance Granting Preliminary Plan/Plat Approval, Special Use for a Preliminary Planned Unit Development (PUD) and Zoning Map Amendment for a Forty Unit Single Family Attached Residential Subdivision Located at 13101 Parker Road in Lemont, Illinois (Willow Pointe)

C. Resolutions

1. A Resolution Approving an Intergovernmental Agreement to Establish the Government Insurance Network

VII. Village Attorney Report

VIII. Village Administrator Report

IX. Board Reports

X. Staff Reports

XI. Unfinished Business

XII. New Business

XIII. Executive Session Discussion Under Chapter 5 ILCS

A. Collective Bargaining- 5 ILCS 2(c)2

XIV. Action on Closed Session Item(s)

XV. Motion to Adjourn

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**April 9, 2018**  
**7:00 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, April 9, 2018 at 7:00 p.m., with Mayor John Egofske presiding.

**A. PLEDGE OF ALLEGIANCE**

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

**C. CONSENT AGENDA**

A. Approval of Minutes

1. February 26, 2018 Committee of the Whole Meeting Minutes
2. March 19, 2018 Committee of the Whole Meeting Minutes
3. March 26, 2018 Village Board Meeting Minutes

B. Approval of Disbursements

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

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

**D. MAYOR'S REPORT**

A. Appointment of Planning and Zoning Commission Member Kevin O'Connor. Motion by Stapleton, seconded by McClafferty to approve said appointment. VV 6 ayes.  
Motion passed.

B. Proclamation- Lemont High School Cheerleaders.

Motion by Blatzer, seconded by Maher to approve said proclamation. VV 6 ayes.  
Motion passed.

C. Mayor's Report

1. Our Lemont Environmental Advisory Commission will hold their Spring Recycling Day this Saturday, April 14, from 9am-1pm in the Metra lot. You can

access the items that will be accepted from our website's Community Calendar at [lemont.il.us](http://lemont.il.us). The calendar is on the center area of the home page.

2. The Heritage Quarries Recreation Area restoration day is on Saturday, April 28, from 8-11:30 a.m. Volunteers are needed to help remove invasive species in the area. The registration deadline is April 16. The link to register and more information is on our website's Community Calendar.
3. Lemont Township is holding an Earth Day Volunteer Clean Up Day on Saturday, April 21, from 8:30-11:30 a.m. at the Lemont Township Community Center on Alba Street. This will be an effort to keep the park looking beautiful by picking up trash and removing invasive species. You can find more details on our website's Community Calendar.
4. School District 113a will host a community panel and forum at Old Quarry Middle School on Wednesday, April 25, at 6:30 p.m. You can RSVP and submit questions and topics for discussion through the link on our website's Community Calendar.
5. Lemont Park District will hold their Arbor Day Celebration on Friday, April 27, at noon, which will include fun activities for the children. Visit their website at [www.lemontparkdistrict.org](http://www.lemontparkdistrict.org) for more information.
6. Lemont Lions will hold their Spring Dinner and Meat Raffle on Sunday, April 29, at the VFW from 12-4 p.m. Visit their website at [www.lemontlions.org](http://www.lemontlions.org) for more information.
7. Registration is taking place for the Quarryman Challenge 10 mile & 5K run on Saturday, May 12. They need volunteers for the race day as well. Visit [www.quarrymanchallenge.com](http://www.quarrymanchallenge.com)

D. Audience Participation- none

**E. Clerk's Report**

A. Ordinances

1. Ordinance O-15-18 Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions

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

2. Annual Fee Ordinance O-16-18

Motion by Blatzer, seconded by Kwasneski to adopt said ordinance. Roll Call:

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

3. Ordinance O-17-18 Adopting the FY 2018-2019 Operating and Capital Improvement Budget for the Village of Lemont

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

#### B. Resolutions

1. Resolution R-12-18 Approving an Interview Recording System with Intelligent Video Solutions

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

2. Resolution R-13-18 Approving a Taser Replacement Program with Axon, Inc.

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

3. Resolution R-14-18 for Maintenance Under the Illinois Highway Code

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

F. **Village Administrator Report-** None

G. **Board Reports-** None

H. **Staff Reports**

A. Public Works

1. The 83 & Main IDOT project will start on April 17 and finish by Thanksgiving.

B. Police

1. Chief Maton reminded residents that the IRS does NOT connect with people via text, phone, or email. Be cautious for stolen identity if you submit your return to the IRS online.

C. Administration

1. IRMA Insurance is provided for approximately 70 communities. Every three months they do a reevaluation. We (Village) attained 95% rating; Police Department 99%. Insurance should be reduced with the evaluation. VA George Schaffer thanked staff for saving dollars.
2. The former Chipain's site has a signed lease for "Market on State".

I. **Unfinished Business-** None

J. **New Business-** None

K. **Motion for Executive Session –**

Motion by Blatzer, seconded by Stapleton, to close regular session and to move into Executive Session Discussion Under Chapter 5 ILCS, Section 2 (c)1 of the Open Meetings Act to discuss:

-Purchase of real property for the use of the Village- Section 5 ILCS 2(c)5

-Pending Litigation-Section 120/2(c)11

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

XI. **Action on Closed Session Item(s)-** None

XII. **Motion to Adjourn**

There being no further business, a motion was made by Maher, seconded by Stapleton, to adjourn the meeting at 8:19 p.m. VV 6 ayes. Motion passed.

# Payment Register

From Payment Date: 4/10/2018 - To Payment Date: 4/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17458	04/23/2018	Open			Accounts Payable	Arthur Peterson, Inc.	\$40.00		
	Invoice		Date	Description		Amount			
	2307		03/28/2018	range padlocks		\$40.00			
17459	04/23/2018	Open			Accounts Payable	AT&T	\$140.92		
	Invoice		Date	Description		Amount			
	18-03-1261		03/31/2018	142021261 - Village Hall internet		\$65.46			
	18-04-9005		04/02/2018	126379005 - metra station internet		\$75.46			
17460	04/23/2018	Open			Accounts Payable	Avalon Petroleum Company	\$8,315.62		
	Invoice		Date	Description		Amount			
	520618		04/02/2018	1650 gallons regular		\$4,141.50			
	569891		03/09/2018	1732 gallons regular		\$4,174.12			
17461	04/23/2018	Open			Accounts Payable	Barrett Hardware Co	\$107.04		
	Invoice		Date	Description		Amount			
	3230025		04/09/2018	tools		\$107.04			
17462	04/23/2018	Open			Accounts Payable	Bode, Denise, G	\$250.00		
	Invoice		Date	Description		Amount			
	18-03-28		03/28/2018	DAT classes		\$250.00			
17463	04/23/2018	Open			Accounts Payable	Burriss Equipment Co.	\$1,492.00		
	Invoice		Date	Description		Amount			
	WS08538		04/13/2018	tools		\$1,492.00			
17464	04/23/2018	Open			Accounts Payable	Chicago Tribune Media Group	\$52.56		
	Invoice		Date	Description		Amount			
	003547746		03/31/2018	public notice		\$52.56			
17465	04/23/2018	Open			Accounts Payable	Chief Supply/Law Enforcement Supply	\$266.40		
	Invoice		Date	Description		Amount			
	421110		04/04/2018	power products		\$266.40			
17466	04/23/2018	Open			Accounts Payable	Cintas Corporation	\$150.69		
	Invoice		Date	Description		Amount			
	5010438514		04/03/2018	first aid cabinet refill		\$150.69			
17467	04/23/2018	Open			Accounts Payable	Cintas Corporation	\$82.35		
	Invoice		Date	Description		Amount			
	23K106059		04/05/2018	Village Hall carpet mats		\$82.35			
17468	04/23/2018	Open			Accounts Payable	ComEd	\$690.66		
	Invoice		Date	Description		Amount			
	18-04-9011		04/02/2018	6534089011 - street lights - 411 Singer Ave Rear		\$301.66			
	18-04-3016		04/09/2018	9338003016 - street lights - houston 1N schultz		\$26.15			
	18-04-7033		04/09/2018	2213017033 - Main St lift station - bell rd, main st		\$146.74			
	18-04-2063		04/09/2018	1443022063 - street lights - KA Steel path		\$33.68			
	18-04-0155		04/04/2018	1515080155 - street lights - 451 Talcott		\$21.01			
	18-04-3015		04/09/2018	0432203015 - street lights - 44 Stephen St		\$72.82			
	18-04-4009		04/09/2018	0348764009 - street lights - 47 Stevens St		\$65.48			
	18-04-4054		04/10/2018	4161134054 - street lights - 0 12701 TRE, 171 LEMONT		\$23.12			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17469	04/23/2018	Open			Accounts Payable	Cook County Treasurer	\$708.00		
	Invoice		Date	Description		Amount			
	2018-1		04/03/2018	18GM traffic signal maintenance		\$708.00			
17470	04/23/2018	Open			Accounts Payable	Courtney's Safety Lane Inc	\$140.00		
	Invoice		Date	Description		Amount			
	2491		04/02/2018	safety lane		\$35.00			
	2498		04/03/2018	safety lane		\$105.00			
17471	04/23/2018	Open			Accounts Payable	Dynergy Energy Services LLC	\$8,160.10		
	Invoice		Date	Description		Amount			
	153917618031		04/10/2018	GMCVLG1004		\$8,160.10			
17472	04/23/2018	Open			Accounts Payable	EJ USA, Inc.	\$186.20		
	Invoice		Date	Description		Amount			
	0001213848		04/09/2018	repair parts		\$186.20			
17473	04/23/2018	Open			Accounts Payable	EVT Tech	\$90.00		
	Invoice		Date	Description		Amount			
	4146		04/12/2018	repair 14-4		\$90.00			
17474	04/23/2018	Open			Accounts Payable	Fred Bluder & Son Tree Service	\$7,350.00		
	Invoice		Date	Description		Amount			
	18-04-10		04/10/2018	quarry area tree removal & trimming		\$3,500.00			
	18-04-05		04/05/2018	2/22/18-4/5/18 tree removal & trimming		\$3,850.00			
17475	04/23/2018	Open			Accounts Payable	G & K Services, Inc.	\$82.35		
	Invoice		Date	Description		Amount			
	6028604244		03/08/2018	V.H. carpet mats		\$82.35			
17476	04/23/2018	Open			Accounts Payable	Gollan-Hohenberger, Elizabeth	\$14.00		
	Invoice		Date	Description		Amount			
	201805		04/16/2018	commissions for art work sold		\$14.00			
17477	04/23/2018	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$6,077.71		
	Invoice		Date	Description		Amount			
	2017787		03/19/2018	I.T. Support		\$920.00			
	2017788		03/19/2018	I.T. Support		\$505.01			
	2017814		03/27/2018	I.T. Support		\$3,355.00			
	2017846		04/03/2018	I.T. Support		\$920.00			
	2017857		04/11/2018	I.T. Support		\$377.70			
17478	04/23/2018	Open			Accounts Payable	Heritage Corridor Convention and Visitors Bureau	\$3,000.00		
	Invoice		Date	Description		Amount			
	3989		03/15/2018	membership dues		\$3,000.00			
17479	04/23/2018	Open			Accounts Payable	Illinois State Toll Highway Authority	\$82.75		
	Invoice		Date	Description		Amount			
	G121000002039		04/09/2018	tolls #183045332		\$82.75			
17480	04/23/2018	Open			Accounts Payable	Kathleen Field Orr & Associates	\$792.00		
	Invoice		Date	Description		Amount			
	15570		04/10/2018	Mar 2018 legal services		\$792.00			



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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17481	04/23/2018	Open			Accounts Payable	Law Enforcement Records Managers of Illinois	\$50.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2018-2		04/16/2018		membership dues - J Radomski		\$25.00		
	2018-1		04/16/2018		membership dues - M Gracia		\$25.00		
17482	04/23/2018	Open			Accounts Payable	Lemont Express Car Wash, LLC	\$440.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-03-31 LEMA		03/31/2018		Mar 2018 vehicle washes-LEMA		\$30.00		
	18-03-31		03/31/2018		Mar 2018 vehicle washes-P.D.		\$410.00		
17483	04/23/2018	Open			Accounts Payable	Look Nu, LLC	\$264.95		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	205		04/02/2018		car washes March 2018		\$64.00		
	206		04/02/2018		detail Chiefs squad		\$200.95		
17484	04/23/2018	Open			Accounts Payable	Lundquist, Linda, J.	\$66.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	201804		04/16/2018		commissions for art work sold		\$66.50		
17485	04/23/2018	Open			Accounts Payable	M & M Auto Glass & Upholstery Service	\$425.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	499666		04/05/2018		windshield repair		\$425.00		
17486	04/23/2018	Open			Accounts Payable	Mailfinance	\$1,380.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	N7082503		04/03/2018		pw postage machine		\$1,380.00		
17487	04/23/2018	Open			Accounts Payable	Menards	\$535.83		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	26381		04/09/2018		tools		\$497.95		
	26062		04/04/2018		maint supplies		\$37.88		
17488	04/23/2018	Open			Accounts Payable	Molitor, Linda	\$98.65		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-03-27		03/27/2018		mileage reimbursement - clerks conference		\$98.65		
17489	04/23/2018	Open			Accounts Payable	Morris Engineering, Inc.	\$1,450.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-06809		04/09/2018		review - 225-241 Canal St		\$1,450.25		
17490	04/23/2018	Open			Accounts Payable	NiCor Gas	\$643.35		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18/04-8700 1		04/05/2018		93-56-54-8700 1 smith farms l/s		\$27.36		
	18/04-9378 5		04/04/2018		25-59-90-9378 5 well #6		\$94.02		
	18/04-9589 2		04/05/2018		37-62-87-9589 2 target-kohls l/s		\$27.36		
	18/04-2000 4		04/04/2018		04-46-52-2000 4 well #4		\$103.10		
	18/04-2382 4		04/04/2018		88-84-93-2382 4 glens of connemara l/s		\$29.33		
	18/04-2000 8 (2)		04/05/2018		37-54-52-2000 8 well #3		\$120.43		
	18/04-2000 6		04/04/2018		69-98-10-2000 6 oak tree ln l/s		\$27.83		
	18/04-2000 8		04/05/2018		74-12-00-2000 8 harpers grove l/s		\$28.81		
	18/04-4722 3		04/05/2018		91-25-56-4722 3 eagle ridge l/s		\$28.34		
	18/05-0043 0		04/10/2018		69-22-85-0043 0 ruffled fthrs l/s		\$96.60		
	408		04/10/2018		84-38-99-1000 5 chestnut crossing l/s		\$27.86		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	18/04-20008		04/10/2018		85-71-20-20008 keepataw trails l/s		\$32.31		
17491	04/23/2018	Open			Accounts Payable	North East Multi-Regional Training Inc	\$2,565.00		
	Invoice		Date	Description		Amount			
	233721		03/26/2018	#1797 - 7/1/18-7/1/19 membership fees		\$2,565.00			
17492	04/23/2018	Open			Accounts Payable	Novotny Engineering	\$488.00		
	Invoice		Date	Description		Amount			
	16332-3		01/15/2018	Ozinga Materials SD permit		\$324.00			
	14470-10		03/13/2018	Donegal PUD Case 2014-12		\$164.00			
17493	04/23/2018	Open			Accounts Payable	Office Depot	\$207.95		
	Invoice		Date	Description		Amount			
	125533048001		04/12/2018	office supplies		\$142.19			
	126025201001		04/13/2018	legal pads		\$5.80			
	126025868001		04/13/2018	coffee		\$59.96			
17494	04/23/2018	Open			Accounts Payable	PDC Laboratories	\$588.00		
	Invoice		Date	Description		Amount			
	893359		03/31/2018	sample testing		\$588.00			
17495	04/23/2018	Open			Accounts Payable	Peppers Lemont Auto Care	\$134.08		
	Invoice		Date	Description		Amount			
	121586		03/09/2018	repair 065		\$134.08			
17496	04/23/2018	Open			Accounts Payable	Poellot, Joshua, J	\$300.00		
	Invoice		Date	Description		Amount			
	40418		04/04/2018	Mar 2018 TV/A/V Support Services		\$300.00			
17497	04/23/2018	Open			Accounts Payable	Porter Lee Corp	\$882.00		
	Invoice		Date	Description		Amount			
	20443		04/01/2018	May 18-Apr 19 software support		\$882.00			
17498	04/23/2018	Open			Accounts Payable	Rag's Electric	\$2,672.95		
	Invoice		Date	Description		Amount			
	21736		03/30/2018	Chestnut l/s generator repair		\$1,054.45			
	4827-1803		03/30/2018	18GM street light maintenance		\$1,000.00			
	21734		03/30/2018	ped flasher repair		\$618.50			
17499	04/23/2018	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$239.98		
	Invoice		Date	Description		Amount			
	1817132-IN		03/29/2018	jacket - rk		\$239.98			
17500	04/23/2018	Open			Accounts Payable	Riccio Construction Corp.	\$10,800.00		
	Invoice		Date	Description		Amount			
	3005		04/05/2018	Water services Cass & Singer		\$10,800.00			
17501	04/23/2018	Open			Accounts Payable	Ristow, Leona	\$10.50		
	Invoice		Date	Description		Amount			
	201803		04/16/2018	commissions for art work sold		\$10.50			
17502	04/23/2018	Open			Accounts Payable	Rod Baker Ford	\$106.59		
	Invoice		Date	Description		Amount			
	163344		04/10/2018	parts		\$106.59			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17503	04/23/2018	Open			Accounts Payable	Route 66 Asphalt Company a K-Five Company	\$590.80		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6915		04/02/2018		quarry area grindings		\$149.36		
	6908		03/30/2018		quarry area grindings		\$441.44		
17504	04/23/2018	Open			Accounts Payable	Shaw Media	\$102.54		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	031810074590		03/31/2018		public notice		\$102.54		
17505	04/23/2018	Open			Accounts Payable	Snap-On Industrial	\$1,711.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	35763779		04/05/2018		tool software		\$952.47		
	35763778		04/05/2018		tool software		\$759.19		
17506	04/23/2018	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	102529		03/31/2018		Mar 2018 adjudication		\$1,000.00		
17507	04/23/2018	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$50.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	04-08ma18		04/01/2018		Apr 2018 plotter maintenance		\$50.00		
17508	04/23/2018	Open			Accounts Payable	Standard Equipment Company	\$5,659.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	W01051		03/29/2018		sweeper repair		\$5,659.11		
17509	04/23/2018	Open			Accounts Payable	The Sidwell Company	\$385.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	110094		03/29/2018		Cook Co Atlases		\$385.00		
17510	04/23/2018	Open			Accounts Payable	The UPS Store	\$14.68		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5684		03/29/2018		shipping		\$14.68		
17511	04/23/2018	Open			Accounts Payable	Tressler, LLP	\$20,041.17		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	390878		04/09/2018		legal litigation / training		\$11,948.00		
	390877		04/09/2018		corporate matters		\$8,093.17		
17512	04/23/2018	Open			Accounts Payable	Tyler Technologies Inc	\$76,228.65		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	045-219242		03/27/2018		Maintenance Agreement		\$15,246.00		
	045-214489		03/01/2018		software support		\$60,982.65		
17513	04/23/2018	Open			Accounts Payable	V & N Concrete Products, Inc.	\$652.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	32143		04/17/2018		pd range bumpers		\$652.00		
17514	04/23/2018	Open			Accounts Payable	Velisaris, Georgia	\$14.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	201806		04/16/2018		commissions for art work sold		\$14.00		
17515	04/23/2018	Open			Accounts Payable	Verizon Wireless	\$44.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9804704984		04/03/2018		685282853-00001		\$44.50		

# Payment Register

From Payment Date: 4/10/2018 - To Payment Date: 4/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17516	04/23/2018	Open			Accounts Payable	Village of Woodridge	\$143.89		
	Invoice		Date	Description		Amount			
	552		03/26/2018	18 - NWCWA fee		\$143.89			
17517	04/23/2018	Open			Accounts Payable	Vulcan Materials	\$1,643.83		
	Invoice		Date	Description		Amount			
	31656020		04/17/2018	18GM stone		\$966.49			
	31656019		04/17/2018	18GM stone		\$559.92			
	31649472		04/10/2018	canal path/ Front St		\$117.42			
17518	04/23/2018	Open			Accounts Payable	Ryan Wnenk Carpentry	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00001084		04/11/2018	refund clean up deposit - 12703 Waterford Dr		\$1,000.00			
17519	04/23/2018	Open			Accounts Payable	Zarzycki, Jon M and Jennifer	\$3,000.00		
	Invoice		Date	Description		Amount			
	R-58-17		04/17/2018	temporary easement - R-58-17		\$3,000.00			
Type Check Totals:						62 Transactions	\$174,902.76		
EFT									
345	04/23/2018	Open			Accounts Payable	Southwest Agency for Health Management	\$104,488.93		
	Invoice		Date	Description		Amount			
	2018-00001315		04/23/2018	May 2018 health & dental premiums		\$104,488.93			
346	04/23/2018	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	18-04-15		04/15/2018	May 2018 payment		\$1,147.49			
347	04/23/2018	Open			Accounts Payable	Lemont Area Chamber of Commerce	\$3,300.00		
	Invoice		Date	Description		Amount			
	113213		03/30/2018	Apr 2018 services		\$3,300.00			
348	04/23/2018	Open			Accounts Payable	PCM/TigerDirect Business	\$1,351.50		
	Invoice		Date	Description		Amount			
	B07465920101		03/24/2018	computer		\$1,328.50			
	B07466040101		03/30/2018	computer license		\$23.00			
349	04/23/2018	Open			Accounts Payable	Tate, Jamie, M	\$616.40		
	Invoice		Date	Description		Amount			
	8-08		04/17/2018	04/02/18-04/15/18 planning services		\$616.40			
Type EFT Totals:						5 Transactions	\$110,904.32		

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	62	\$174,902.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	62	\$174,902.76	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$110,904.32	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 4/10/2018 - To Payment Date: 4/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	5	\$110,904.32	\$0.00	
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	67	\$285,807.08	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>67</b>	<b>\$285,807.08</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	62	\$174,902.76	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>62</b>	<b>\$174,902.76</b>	<b>\$0.00</b>	
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	5	\$110,904.32	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>5</b>	<b>\$110,904.32</b>	<b>\$0.00</b>	
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open	67	\$285,807.08	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>67</b>	<b>\$285,807.08</b>	<b>\$0.00</b>	

# Addendum to Payment Register (missed items)

From Payment Date: 4/10/2018 - To Payment Date: 4/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17520	04/23/2018	Open			Utility Management Refund	LASOTA, JANET	\$1.79		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Senior		106240-001	Refund final balance	04/23/2018	Refund			
17521	04/23/2018	Open			Utility Management Refund	WISE, TRAVIS	\$6.14		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		204695-002	Refund final balance	04/23/2018	Refund			
17522	04/23/2018	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>				
	58670319		03/27/2018	25243175 - 04/11/18-05/10/18	\$602.00				
17523	04/23/2018	Open			Accounts Payable	Dynegy Energy Services LLC	\$21,954.70		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>				
	9085318031		04/13/2018	GMCVLG1001	\$21,954.70				
17524	04/23/2018	Open			Accounts Payable	Martinez, Angel	\$46.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>				
	18-04-20		04/20/2018	refund for returned Metra Parking Pass #0091 (2 mos @ \$23/mo)	\$46.00				
17525	04/23/2018	Open			Accounts Payable	Bergmark, Glenn	\$29.98		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	<u>Amount</u>				
	18-04-14		04/14/2018	reimbursement for Dunkin Donuts for LEAC Recycle Event	\$29.98				

# Addendum to Payment Register (missed items)

From Payment Date: 4/10/2018 - To Payment Date: 4/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17526	04/23/2018	Open			Accounts Payable	Carusiello, Elva	\$40.97		
	Invoice		Date	Description			Amount		
	18-04-14		04/14/2018	reimbursement for Dunkin Donuts for LEAC Recycle Event			\$40.97		

Type Check Totals:  
FM-Clearing - Accounts Payable Totals

7 Transactions

\$22,681.58

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$22,681.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>7</b>	<b>\$22,681.58</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$22,681.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>7</b>	<b>\$22,681.58</b>	<b>\$0.00</b>

**Grand Totals:**

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$22,681.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>7</b>	<b>\$22,681.58</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$22,681.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>7</b>	<b>\$22,681.58</b>	<b>\$0.00</b>



TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
THROUGH:  
SUBJECT: Case 2018-04 13101 Parker Road Willow Pointe Subdivision  
DATE: April 20, 2018

## SUMMARY/ BACKGROUND

Matthew Dill of Beechen and Dill and Teton Development LLC, the developer and contract purchaser of the subject property, is seeking an Amendment to the Paradise Park Annexation Agreement that includes rezoning to R-5 Single Family Attached Residential and a Preliminary Planned Unit Development (PUD). The purpose of the request is to allow for the construction of a 40 unit, age-targeted single-family duplex community. Staff is recommending approval with conditions.

The property was annexed by the Village in 2008 with R-5 zoning for Paradise Park Senior Assisted Living, consisting of five 16-unit buildings, 16 independent living homes, and club house with offices. In 2016 the Village approved an annexation amendment rezoning the property to R-4 for Fox Meadows, which allowed 27 single family residences.

A public hearing for the proposed Willow Pointe subdivision was held on February 21, 2018 before the Planning & Zoning Commission. The commission voted 5-0 against a motion to approve the rezoning and preliminary PUD. Village Board discussed Willow Pointe at the March 19, 2018 Committee of the Whole. Following input from the Board, Beechen and Dill has reduced the density of the subdivision by eliminating one of the duplex homes, two units, bringing the proposed subdivision to 40 units. The elimination of a unit at the northeast corner of the site will allow for expanded open space in Lot 22.

## ANALYSIS

### *Consistency with Village Policy*

*Lemont 2030 Comprehensive Plan.* The Comprehensive Plan map designates this area as Conventional Neighborhood (CVN). Neighborhoods in this district have a typical gross density of two to four dwelling units per acre. The proposed development is consistent with the typical gross density in CVN at 3.3 dwelling units per acre.

The proposal achieves the following recommendations in the Our Homes section of the 2030 Plan:



- Allow Duplexes on corner locations within Single-Family Zoning Districts; and
- Encourage Residential Planned Unit Developments that contain a range of housing products; and
- Encourage more single-family attached housing in order to provide the opportunity for family to live near each other at different stages of their lives.

**Traffic Generation**

Beechen and Dill had submitted a Trip Generation Comparison table with their Preliminary PUD application. In response to questioning at the public hearing, the developer submitted a Traffic Summary Report, prepared by DesignTek Engineering on March 5, 2018. Findings are summarized in the table below.

**Part A. Land Use Characteristics**

Single-Family Duplex Units	42
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**Part B. Traffic Generation Calculations**

Land Use	ITE		AM PEAK HOUR (Weekday)			PM PEAK HOUR (Weekday)		
	Code	Units	In	Out	Sum	In	Out	Sum
Low Rise Residential Condo / Townhomes	231	42	5	23	28	18	15	33
Senior Adult Housing - Attached	252	42	7	9	16	8	7	15
Single Family Housing - Detached	210	27	6	15	21	18	10	28

The study reviewed traffic generation for both low-rise multifamily housing and, as an age-targeted development, senior attached housing, and provided single family detached housing for comparison, and when averaged showing approximately equal peak hour demand to the previously approved Fox Meadows subdivision.

The Traffic Report was reviewed by the Lemont Fire Protection District, who replied that they do not see any issues with an emergency response during peak times.

**Storm Water Management**

At the Committee of the Whole meeting, the developer stated that the property will accept stormwater from neighboring properties. Additionally, the developer confirmed that the portion of the storm sewer located in side yard setbacks will be at a shallow depth and at an elevation above the proposed homes footing. The proposed storm sewer will be designed for 100-year storm events. Stormwater will discharge from 2 culverts into a ditch on the south side of 131<sup>st</sup> St and flow west toward Parker Rd. The proposed native landscaping will provide detention, improve water quality, and provide best management practices.

Village Engineer has provided preliminary engineering plan review. His March 13, 2018, letter notes that the revised drainage calculations dated March 6, 2018 are acceptable. As protection to neighboring properties, the VE added, “stormwater overflow routes from the offsite detention basin to the east of Willow Pointe must be maintained and designed to minimize impacts.”

### ***Wetland Mitigation***

The US Army Corps of Engineers (USACE) has claimed jurisdiction over a wetland area covering a portion of the northwest corner of the property. Beechen and Dill must complete the USACE permit process to mitigate the development’s impact on this wetland.

USACE had formerly described the wetland on the property as low quality and isolated. The developer has agreed to follow the Village of Lemont Native Landscaping Guidelines for their stormwater detention. Drafted with the Village Ecologist to include extensive design criteria with construction and planting guidelines for native plants, the corner will be restored using higher quality species. As found in the Village’s guidelines, “by restoring or creating natural wetlands using native plants we can create much needed specialized habitat, decrease flood damage and improve water quality before it enters our rivers and streams.”

### ***Landscaping and Buffers***

Following the public hearing, Beechen and Dill presented an improved Landscape Plan to the Committee of the Whole. The revised plan includes 15 ft. landscape easements on all boundaries, to be maintained by a Homeowners Association. The landscape plan shows these easements planted with a mix of canopy, evergreen and ornamental trees and shrubs. There will be additional landscaping in the parkway and open space.

### **STAFF RECOMMENDATION**

Staff is recommending approval of the Amended Annexation Agreement with rezoning and the Preliminary PUD for 40 units.

### **BOARD ACTION REQUESTED**

Motion and approval of the attached ordinances.

### **ATTACHMENTS**

1. An Ordinance Authorizing the Execution of an Amended Annexation Agreement for Paradise Park

2. An Ordinance Granting Preliminary Plan/Plat Approval, Special Use for a Preliminary Planned Unit Development (PUD) and Zoning Map Amendment for a Forty Unit Single Family Attached Residential Subdivision Located at 13101 Parker Road in Lemont, Illinois (Willow Pointe)

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT  
TO THE ANNEXATION AGREEMENT FOR PARADISE PARK**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 23<sup>rd</sup> DAY OF APRIL, 2018**

**Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village  
of Lemont, Cook, DuPage, and Will  
Counties, Illinois, this 23<sup>rd</sup> day of  
April, 2018.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE ANNEXATION AGREEMENT FOR PARADISE PARK**

**WHEREAS**, on June 9, 2008, the Village of Lemont approved and passed Ordinance No. 0-28-08, an Ordinance Authorizing the Execution of an Annexation Agreement for an Approximately 12-Acre Parcel Located at the Southeast Corner of 131<sup>st</sup> Street and Parker Road in Lemont, Illinois ("Agreement"); and

**WHEREAS**, the Village, Developer, and Owner subsequently entered into an Annexation Agreement; and

**WHEREAS**, on June 27, 2016, the Village of Lemont approved and passed Ordinance No. O-18-16, an Ordinance Authorizing the Execution of an Amended Annexation Agreement for Paradise Park, and said amendment was executed by the Village, Developer and Owner; and

**WHEREAS**, the Village and Developer desire to further amend the Annexation Agreement by executing a Second Amendment to the Paradise Park Annexation Agreement, a copy of which is attached hereto ("Second Amendment"); and

**WHEREAS**, the Village Board of Trustees held a public hearing for the Second Amendment on April 23, 2018.

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

**SECTION 1:** The above recitals are hereby incorporated into this Ordinance as if set forth verbatim herein.

**SECTION 2:** That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as "Second Amendment to the Paradise Park Annexation Agreement," a copy of which is attached hereto as Exhibit A and made a part hereof.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23<sup>rd</sup> DAY OF APRIL, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**JOHN EGOFSKE**  
**President**

**ATTEST:**

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

**Exhibit A**

**Second Amendment to Paradise Park Annexation Agreement**

## **SECOND AMENDMENT TO THE PARADISE PARK ANNEXATION AGREEMENT**

**THIS SECOND AMENDMENT TO THE PARADISE PARK ANNEXATION AGREEMENT (“SECOND AMENDMENT”)**, is made and entered into this \_\_ day of April, 2018, between the Village of Lemont, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as "the VILLAGE"), and Teton Development, LLC., an Illinois limited liability company (hereinafter referred to as “DEVELOPER”). The VILLAGE and DEVELOPER are hereinafter sometimes referred to individually as a “PARTY” and collectively as the “PARTIES”; and

**WHEREAS**, DEVELOPER is the contract purchaser of the real estate (hereinafter referred to as the “TERRITORY”), depicted and attached hereto as Exhibit A and by this reference made a part hereof; and

**WHEREAS**, the owner of the TERRITORY is Paradise Park Assisted Living-Lemont, LLC., an Illinois limited liability company (hereinafter referred to as “OWNER”)

**WHEREAS**, the TERRITORY was previously annexed and identified as the TERRITORY pursuant to a certain Annexation Agreement dated June 9, 2008, as Ordinance No. 0-28-08 (hereinafter referred to as “the AGREEMENT”); and

**WHEREAS**, the AGREEMENT was amended pursuant to a certain Annexation Agreement Amendment dated June 27, 2016 as Ordinance No. 0-17-16 (hereinafter referred to as “the AMENDMENT”); and

**WHEREAS**, the AGREEMENT and AMENDMENT are collectively referred to herein as “AGREEMENT”); and

**WHEREAS**, the VILLAGE AND DEVELOPER are desirous of amending said AGREEMENT regarding platting and design of the territory; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties agree as follows:

**SECTION 1: Incorporation of Recitals.** The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

**SECTION 2: Amendments.** The AGREEMENT is hereby amended as follows:

1. Article III, “Zoning and Land Use Restrictions” is hereby amended so that the applicable zoning of the TERRITORY shall be R-5 Single-Family Attached Residential District, Special Use for a Planned Unit Development. Additionally, the TERRITORY shall be improved with forty duplex homes as depicted on the approved development plans attached hereto as Exhibit “B” (collectively referred to as “Development Plans”)

- Preliminary PUD Plan prepared by DesignTek Engineering Inc., dated January 23, 2018 last revised April 20, 2018



- Preliminary engineering plans prepare by DesignTek Engineering Inc. dated January 23, 2018 last revised \_\_\_\_\_.
- Preliminary storm water management report prepared by DesignTek Engineering Inc., dated January 23, 2018 last revised \_\_\_\_\_.
- Preliminary landscape plans prepared by Metz & Company dated January 24, 2018, last revised \_\_\_\_\_.

Except as otherwise provided for in this SECOND AMENDMENT and as depicted on the Development Plans attached hereto as Exhibit B, the TERRITORY shall be developed pursuant to the terms and provisions of the Unified Development Ordinance, Building Code, and all applicable statues, ordinances, rules, regulations, and laws of the VILLAGE shall remain applicable and in full force and effect during the term of this AGREEMENT.

2. Article IV, “Subdivision” shall be amended to specify that the TERRITORY shall be subdivided into 20 lots suitable for the construction of two home duplex buildings as well as outlots for common open space pursuant to and as depicted on the Preliminary Plat of Subdivision attached hereto as Exhibit B.

3. Article V “Subdivision” “Recapture Fee” shall be amended to specify that the only applicable recapture to the TERRITORY shall be in the reduced amounts reflected on Exhibit “C” which represents fifty (50%) of the amount owed. The parties acknowledge that the Recapture Agreement approved by Ordinance No. 0-76-06 has been voluntarily reduced by the benefited party which is HomeWerks-Lemont, LLC., an Illinois limited liability company. Additionally, upon approval of this SECOND AMENDMENT the DEVELOPER may continue to work with the benefited party to seek to further reduce the recapture amount which further reduction shall not require any further amendment to the AGREEMENT.

4. Article VI “Design and Construction of Streets” shall be amended to provide that upon completion of the interior streets within the TERRITORY, said streets shall be dedicated to and maintained by the VILLAGE. All streets shall be constructed in conformance with the final engineering plans as approved by the VILLAGE.

5. Article X “Contributions”, shall be replaced in its entirety with the following text:

The OWNER or DEVELOPER, or any successors in interest as to any portion of the TERRITORY, shall make cash contributions at the time of issuance of building permits for each individual dwelling unit. Said fees shall be indicated on the Cash Contribution Schedule, attached hereto and incorporated here in as Exhibit C. The fees listed on Exhibit C shall be the sole and exclusive fees applicable to the Property (including, but not limited to, building permit fees, occupancy permit fees, sewer and water connection fees, land/cash, transition, building plan review and inspection fees and engineering plan review and building inspection fees and other consultant’s fees). The fees listed on Exhibit C shall not be increased for a period of five (5) years from recording of this Agreement. Any fee reductions which are customarily and generally applicable throughout the VILLAGE as

established from time to time by the VILLAGE shall be applicable and accrue to the benefit of the Subject Property.

6. Article XIV "Notices", on page 13, beginning on line 28 and ending on line 33 shall be replaced in its entirety with the following text:

For the DEVELOPER:  
Teton Development, LLC  
7512 County Line Road  
Burr Ridge, Illinois 60527

With a copy to:  
Rosanova & Whitaker, Ltd.  
30 W. Jefferson Avenue  
Naperville, Illinois 60540

7. Article XVI "Warranties and Representations" shall be replaced in its entirety with the following text:

The DEVELOPER represents and warrants to the VILLAGE as follows:

That Paradise Park Assisted Living- Lemont, LLC is the owner of the TERRITORY;

That the DEVELOPER is the contract purchaser of the TERRITORY and plans to develop the TERRITORY in the manner contemplated in this Agreement; and that the attached Legal Description attached as Exhibit A is accurate and correct.

In the event that DEVELOPER or its assign fails to acquire fee simple ownership of the TERRITORY on or before March 30, 2019 this SECOND AMENDMENT shall be deemed null and void having no force or effect. The "Effective Date" of this Agreement shall be the date on which DEVELOPER or its assign acquires ownership of the TERRITORY. As of the date of VILLAGE Board approval of this Agreement, the DEVELOPER does not own the TERRITORY. This Agreement shall not be recorded with the Cook County Recorder until such time as the DEVELOPER or its assign has become the OWNER of the TERRITORY. This SECOND AMENDMENT shall only be effective upon DEVELOPER or its assign acquiring ownership of the TERRITORY.

This SECOND AMENDMENT shall run with the land and, as such, shall be binding upon subsequent owners of the TERRITORY

8. Unless amended by the terms of this SECOND AMENDMENT, the terms, conditions and agreements set forth in the AGREEMENT AND AMENDMENT shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

VILLAGE OF LEMONT  
an Illinois Municipal Corporation

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

DEVELOPER:  
TETON DEVELOPMENT, LLC.,  
An Illinois limited liability company

Consented to by OWNER:  
PARADISE PARK ASSISTED LIVING -  
LEMONT, LLC, an Illinois limited liability  
Company.

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

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

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

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

**NOTARY CERTIFICATES**

STATE OF ILLINOIS)  
  )SS  
COUNTY OF \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the President of the Village of Lemont, and \_\_\_\_\_, personally known to me to be the Village 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 President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees 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 official seal, this    day of 20\_\_\_\_\_

My commission expires on     , 20\_\_\_\_\_.

Notary Public

\_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

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

My commission expires on \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

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

My commission expires on \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION

The North 720 feet of the West 726 feet of the West 1/2 of the Southwest 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois except that part described as follows:

That part of the West 1/2 of the Southwest 1/4 of Section 35, Township 37 North, Range 11 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of the Southerly right of way line of 83 foot 131<sup>st</sup> Street with the Easterly right of way line of 66 Foot Parker Road; thence East along said Southerly Line 30 feet; thence Southwesterly to a point on said Easterly line that is 20 feet South of the point of beginning; thence North along said Easterly line 20 feet to the place of beginning, in Cook County, Illinois.

Commonly known as: 1310 Parker Road, Lemont, IL 60439

PIN: 22-35-300-002-0000

EXHIBIT B  
DEVELOPMENT PLANS

**LEGAL DESCRIPTION**

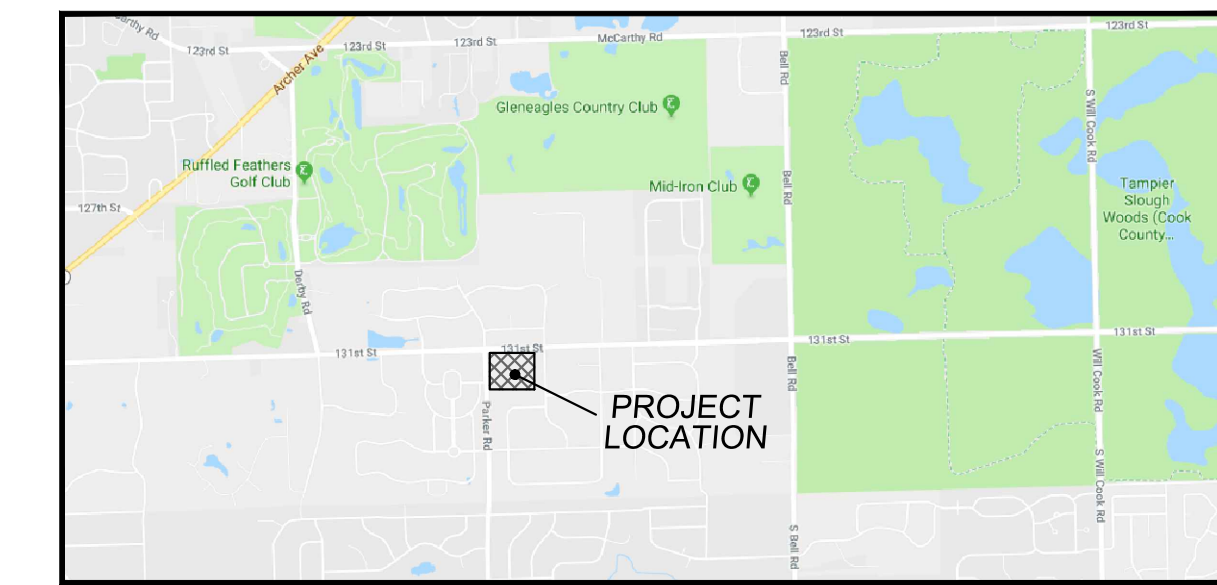
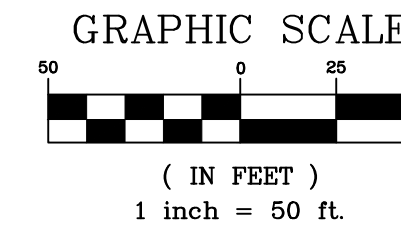
THE NORTH 720 FEET OF THE WEST 726 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 83 FOOT 131ST STREET WITH THE EASTERLY RIGHT OF WAY LINE OF 66 FOOT PARKER ROAD; THENCE EAST ALONG SAID SOUTHERLY LINE 30 FEET; THENCE SOUTHWESTERLY TO A POINT ON SAID EASTERLY LINE THAT IS 20 FEET SOUTH OF THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER**  
22-35-300-002-0000

**SITE DATA**  
AREA: 522,421 SQUARE FEET OR 11.993 ACRES

**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS IS THE ILLINOIS STATE PLANE SYSTEM - EAST ZONE

PRELIMINARY P.U.D. PLAN  
FOR  
**WILLOW POINTE**  
LEMONT, ILLINOIS



**LOCATION MAP**  
NOT TO SCALE

**SUMMARY TABLE OF LOT SIZES**

LOT	SQ FT	AC	LOT	SQ FT	AC
1	14,843	0.34	14	13,361	0.31
2	12,331	0.28	15	12,622	0.29
3	12,331	0.28	16	13,613	0.31
4	12,331	0.28	17	15,171	0.35
5	12,466	0.29	18	11,830	0.27
6	25,455	0.58	19	11,830	0.27
7	12,524	0.29	20	11,815	0.27
8	12,446	0.28	21	17,828	0.41
9	12,463	0.29	22	93,524	2.15
10	12,856	0.30	23	4,581	0.11
11	12,824	0.29	ROW*	68,649	1.58
12	12,597	0.29		452,921	10.40
13	12,637	0.29			

AVERAGE LOT SIZE (LOTS 1-20): 13,417 SF

**ZONING REQUIREMENTS**

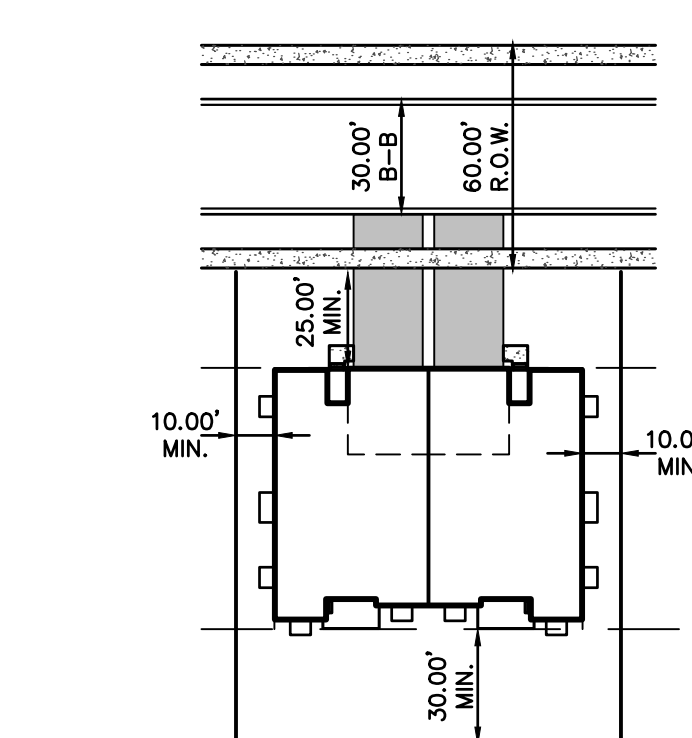
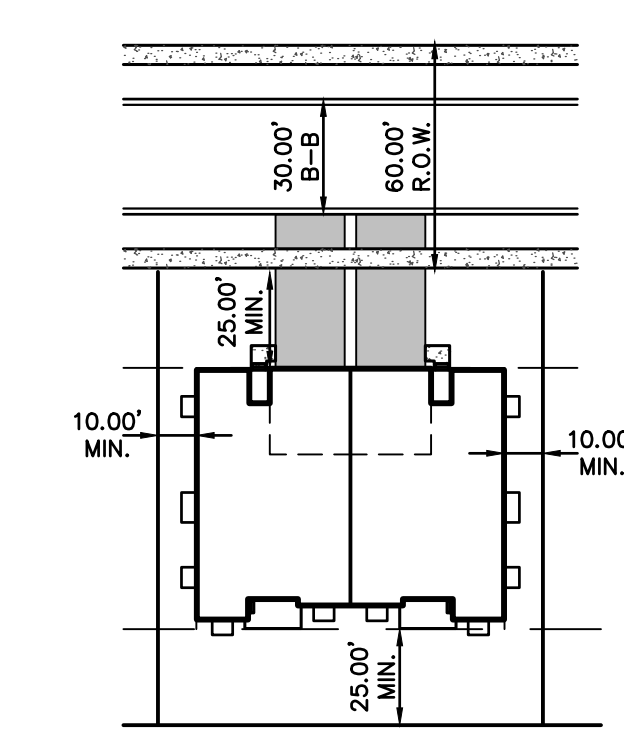
SETBACK	REQUIRED	PROPOSED
FRONT:	25'	25'
REAR YARD:	30'	30' EXTERIOR & 25' INTERIOR
CORNER SIDE YARD:	25'	25'
SIDE YARD:	15'	10'
R.O.W. WIDTH:	66'	60'
CUL-DE-SAC LENGTH:	300'	1,062'

MIN. LOT SIZE:	10,000 SF	12,000 SF
MIN. LOT WIDTH:	80'	100'
MIN. LOT AREA PER UNIT:	3,000 SF	6,000 SF

LOT COVERAGE:	65%	38.91%
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**REVISIONS**

NO.	DATE	DESCRIPTION	BY
1	01-18-18	PER. OFFICE	SDS
2	02-08-18	PER. VILLAGE REVIEW	SDS
3	03-08-18	PER. VILLAGE REVIEW	SDS
4	04-20-18	PER. VILLAGE REVIEW	SDS

TETON DEVELOPMENT, LLC  
7512 COUNTY LINE ROAD  
BURR RIDGE, IL 60527  
(630) 920-9430

CONCEPT PLAN/UTILITY OVERLAY  
FOR  
WILLOW POINTE  
MULTI-FAMILY DUPLEX UNITS  
LEMONT, ILLINOIS

DESIGNTEK ENGINEERING, INC.  
CONSULTING AND SITE DESIGN ENGINEERS  
9930 W. 190TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
(708) 326-4961  
IL Prof. Lic. No.: 184-003740



**PROJECT INFORMATION**  
Project No.: 17-0051  
Scale: 1" = 50'  
Date: 01-23-18  
Design By: SDS  
Drawn By: DEI  
Checked By: SDS

EXHIBIT C  
FEES

Lemont Park District: Developer shall pay all land/cash fees on a pro rata basis at the time of building permit issuance for each dwelling unit in the amount of.

\$1,789.50 one-bedroom  
\$2,985.00 two-bedroom  
\$3,558.00 three-bedroom  
\$4,717.50 four-bedroom

Lemont-Bromberek School District 113A: Developer shall pay all land/cash fees on a pro rata basis at the time of building permit issuance for each dwelling unit in the amount of.

\$0 one-bedroom  
\$354.62 two-bedroom  
\$991.25 three-bedroom  
\$1596.24 four-bedroom

Lemont Township High School District 201: Developer shall pay all land/cash fees on a pro rata basis at the time of building permit issuance for each dwelling unit in the amount of.

\$0 one-bedroom  
\$152.00 two-bedroom  
\$236.00 three-bedroom  
\$692.00 four-bedroom

Lemont Fire Protection District: Developer shall pay all land/cash fees on a pro rata basis at the time of building permit issuance for each dwelling unit in the amount of.

\$100.00 Per Unit

Lemont Library District: Developer shall pay all land/cash fees on a pro rata basis at the time of building permit issuance for each dwelling unit in the amount of.

\$54.41 one-bedroom  
\$90.76 two-bedroom  
\$109.10 three-bedroom  
\$143.44 four-bedroom

Lemont Public Safety Fee: No fee shall be required.

Lemont Annexation Fee: No fee shall be required.

Home Works Water & Sewer Recapture in the amount of: \$79,638.00 shall be paid at the time of recording the final plat of subdivision.



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

SUBJECT: A Resolution Approving the Government Insurance Network (GIN)  
Intergovernmental Agreement

DATE: April 19, 2018

### **SUMMARY/ BACKGROUND**

As the Village heads into FY 2018-19 budget planning, we are once again faced with declining revenues in our main revenue streams and increased costs. Along with salaries and pension obligations, health insurance coverage for our Village employees is one of the Village's primary cost drivers, especially significant to the Village's general fund.

Officials from the Village and neighboring Villages and Cities have been evaluating more advantageous options for our communities. The purpose of this evaluation is to realize savings and improved service in the short-term and for the ability to have more local control over decisions made by the pool to realize long-term savings. These key decisions include the addition of new members, the plan design and vendors offered to the group, and decision on distribution of dividends to the pool.

Because of the Village's size (approximately 70 employee lives) a pooled option is preferred to cooperatively purchase health insurance and share costs among a larger sample to smooth out the effects of years with bad experience. As such, we have been investigating a new pool with enough covered lives to be credible, while small enough to maintain control of key decisions. Over the last several months, we have collaborated with two other communities from our existing sub-pool and four others to create a new pool to meet our desired outcomes. The initial and founding members of the pool will be Lemont, Romeoville, New Lenox, Elmhurst, Frankfort, Westmont and Shorewood.

In order to implement the pool, there is an intergovernmental agreement required of each member. The IGA is intended to be broad and cover major business points, where the pool board will also approve bylaws that govern the more detailed rules and regulations that may change over time. Once all of the communities in the new cooperative approve the agreement, the group will move forward to officially begin the consortium with the July 1<sup>st</sup> plan year.

### **ATTACHMENTS**

1. Resolution and Intergovernmental Agreement

### **SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Discussion

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

**A Resolution Approving an Intergovernmental Agreement to Establish the Government Insurance Network**

**WHEREAS**, the President and Board of Trustees of the Village of Lemont have determined that it is in the interest of the health, safety and welfare of its residents to enter into an intergovernmental agreement to establish a cooperative for funding and administering insurance benefit programs including, but not limited to, health, life, dental, and vision; and;

**WHEREAS**, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.);

**WHEREAS**, the President and Board of Trustees desire to enter into an Intergovernmental Agreement (“Agreement”) with the City of Elmhurst, Village of Frankfort, Village of New Lenox, Village of Romeoville, Village of Shorewood, and the Village of Westmont to establish the Government Insurance Network Agreement (“Agreement”), a copy of which is attached as Exhibit A and incorporated in its entirety;

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

**Section One:** The Agreement attached hereto as Exhibit A is hereby approved.

**Section Two:** The President and/or Village Administrator are authorized to execute the 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.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

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**JOHN EGOSKE, Village President**

**Attest:**

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**CHARLENE M. SMOLLEN, Village Clerk**

**Intergovernmental Agreement to Establish  
Government Insurance Network**

This Agreement to establish the Government Insurance Network Agreement (the “Agreement”) is made April \_\_\_, 2018 by and among the units of local government that are listed on Appendix A, attached hereto and expressly incorporated, herein, each of which may hereafter be referred to as “Member” and which, collectively, may be referred to hereinafter as “Members.” Appendix A lists the names and address of the Members that are parties as of the Effective Date and may be amended from time to time as new Members join or as Members withdraw. This Agreement supersedes any prior written or oral agreement. This agreement is effective upon the full approval and execution of this Agreement by the City of Elmhurst, Village of Frankfort, Village of Lemont, Village of New Lenox, Village of Romeoville, Village of Shorewood, and the Village of Westmont (“Effective Date”).

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Art, §10 and Intergovernmental Cooperation Act (5 ILCS § 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services or to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance. Units of local government may contract and otherwise associate with individuals, associations, and corporations in any matter not prohibited by law or ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act specifically provides that an intergovernmental contract may, among other undertakings, authorize public agencies to jointly self-insure and authorize each public agency member of the contract to utilize its funds to pay to a joint insurance pool its costs and reserves to protect, wholly or partially, itself or any public agency member of the contract against liability or loss in the designated insurable area (5 ILCS 220/6); and,

WHEREAS, the Members have undertaken a series of studies to determine the feasibility of entering into an Intergovernmental Benefits Cooperative for the purpose of administering some or all of the personnel benefits programs offered by its Member units of local government to their respective officers and employees and have concluded that the creation of such a cooperative is financially and administratively feasible; and,

WHEREAS, the Members desire to establish a cooperative for funding and administering insurance benefit programs including, but not limited to, health, life, dental, and vision; and,

WHEREAS, the Members desire to create an intergovernmental joint insurance pool hereby designated as Governmental Insurance Network, hereinafter referred to as “GIN”; and,

WHEREAS, the Members, by this Agreement, are desirous of establishing their mutual rights and obligations with respect to their membership in GIN; and,

THEREFORE, in consideration of the foregoing recitals and of the mutual covenants, promises, and obligations contained hereinafter, the adequacy and sufficiency of which the parties hereby stipulate, the Members covenant, promise, and agree as follows:

## ARTICLE I

### ESTABLISH OF THE GOVERNMENT INSURANCE NETWORK

1.1 PREAMBLE- The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Agreement, as though fully set forth in this Section 1.1

1.2 NAME- The Members hereby establish a benefit Network as authorized by the provisions of the Constitution of Illinois and the Illinois Intergovernmental Cooperation Act, which shall be known as the Government Insurance Network (the “Network” or “GIN”).

1.3 PURPOSE – The purpose of the Network is to create a joint insurance pool to administer and provide certain benefits including, but not limited to, health, life, , dental, and vision for the Members’ eligible employees, employees’ dependents, and retirees and the officers and employees of other governmental entities and the quasi-governmental, and non-profit public service entities with which some or all Members have separately arranged to list (“Listed Entities”), and the Board of Directors has approved, as if such officers and employees were employed by the Member pursuant to a group plan (“The Plan”). Each Member remains individually responsible for any and all benefit programs that are not a part of any Network Plan.

The Network is not intended to transact insurance business within the State of Illinois. The intent of the parties is to separately establish benefit programs and to utilize the Network to achieve reduced costs of administration and insurance purchases by providing similar services to

all Members and to require Members to pay for the costs of such benefits or to share such costs in the manner from time-to-time established by the Board of Directors.

1.4 FISCAL YEAR – The Fiscal Year shall be the one-year period commencing on July 1 and ending on June 30, unless otherwise modified by the Board of Directors.

## ARTICLE II

### AUTHORITY AND DUTIES OF BOARD

2.1 COMPOSITION OF BOARD – The Network shall be managed by a Board of Directors (the “Board”) pursuant to the terms of this Agreement and the attached Bylaws for the Board, as amended from time to time by the Board not otherwise inconsistent with this agreement (Exhibit “C”). The Board shall be comprised of one (1) representative of each Member chosen in the manner applicable to that governmental body and shall promptly notify the Network of such selection. The Member may also send an alternate representative to serve when the primary representative is unable to carry out his or her duties, or otherwise resigns from the Board. Board members and alternate representatives must be an employee of each Member. Each Member shall only have one (1) vote on the Board of Directors.

2.2 POWERS AND DUTIES OF NETWORK BOARD – The Board shall determine the general policy of GIN which shall be followed by the Member and the representative and/or alternate of the Member. No one serving on the Board of Directors of GIN shall receive any salary or other payment from GIN for providing such service thereto. The Board shall have the authority to take any action necessary to do the following:

- A. To enter into written contracts in order to procure the necessary services, supplies, insurance and/or property necessary to accomplish the purpose of the Plan.
- B. To establish Members’ monthly contributions for payments to the Plan, as described below, on an annual basis.
- C. To require Members to make additional supplementary payments to the Plan during the fiscal year, as may be required in extraordinary circumstance to avoid insolvency.
- D. To place all or part of the assets of the GIN Plan into funds necessary for the administration and operation of the Network and establish an investment policy.
- E. To study issues with Members and make recommendations.

- F. To recommend to its Members programs and educational materials relating to claim reductions.
- G. To direct the collection, accounting and distribution of funds to be used for the administration of the Plan and the providing of benefits hereunder.
- H. To cause to be purchased stop loss, and other types of insurance as authorized by the Board.
- I. To approve changes in its operating policies and procedures.
- J. To approve the fees for all authorized service providers.
- K. To procure fidelity bonds, fiduciary liability insurance, errors and omissions coverage, and any other insurance or coverage for Board members, officers, consultants, claims administrators, employees, representatives or other persons, as required by this Agreement or by law, or as deemed appropriate by the Board.
- L. To expel any Member from the participation in the Plan for failure to perform its obligations under this Agreement or as otherwise enumerated herein.
- M. To hire employees to perform any duties including but not limited to conducting day to day or ministerial functions, reviewing benefit claims and appeals, studying issues, recommendations or proposals and making recommendations to the Board.
- N. To retain brokers, consultants, employees, independent contractors, insurance consultants, a cooperative (group) administrator, attorneys, auditors, or other professionals as to accomplish the purposes of the Network. To appoint a claim administrator, who shall be responsible for the processing of benefit payment applications and for paying benefit claims under the direction and control of the Board, provided that the claim administrator shall be bonded to provide faithful performance of its duties and responsibilities and shall provide acceptable insurance coverage for errors and omissions.
- O. To provide to the Members an annual audit of the financial affairs of the Network to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted auditing principals and to otherwise file all necessary audits and actuarial opinions as required by the Illinois Department of Insurance and/or the Director of Insurance.

- P. To delegate any or all of its duties and obligations, not otherwise limited by law, to any entity(ies) or individual(s), as may be necessary to administer and accomplish the purpose of the Plan, including: an agent(s), broker(s), employee(s), independent contractor(s), claim administrator(s), attorney(s), accountant(s), consultant(s), investment manager(s), and such other persons as may be necessary to administer and accomplish the purpose of the Plan.
- Q. Within the budgetary limits established by the Members, to perform such other activities as are necessarily implied or required to carry out the purpose of the Plan or the specific activities enumerated herein.

### 2.3 MEETINGS OF THE BOARD AND DUTIES OF OFFICERS

Regular meetings of the Board shall be held as necessary to carry out the purpose and business of the Network. A minimum of four (4) meetings shall be scheduled each fiscal year. The dates of regular meetings of the Board shall be established at the beginning of each fiscal year. Meetings will follow a previously prepared agenda containing all business items requested by any Board Member and/or any Member for consideration. The agenda should be provided to each Member five (5) business days in advance of such meeting.

Officers shall be elected from among the Board members and shall include one President, one Vice President, one Secretary and one Treasurer. All checks authorized by the Board must be signed by any two of these four (4) Officers. The Officers shall be elected by a majority vote. Each Officer shall serve two (2) year terms until he or she is replaced by a subsequent election or until the effective date of his or her resignation. There shall be no term limits for elected Officers. Officers shall be elected at GIN's first organizational meeting, which shall take place within 30 days of the commencement of GIN, and thereafter at the last regular meeting of a fiscal year in which elections are to be held. Officers shall serve until their successors have been chosen and begin their terms. The Board may from time to time establish other offices and may elect a Board member to serve in any of the newly established offices. An Officer may resign his or her office by giving the President written notice of such resignation at least thirty (30) days in advance of the effective date of such resignation. In the event that an Officer resigns, dies, becomes disabled or is otherwise unable or unwilling to act, such Officer may be replaced by a majority vote.



The President shall preside at all meetings of the Board and shall have such other powers and duties as are set forth in the Bylaws or by other action of the Board of Directors. The Vice President shall carry out all duties of the President during the absence or inability of the President to perform such duties and shall carry out such other functions as are assigned from time to time by the President and/or the Board of Directors. The Treasurer shall have charge and custody and shall be responsible for all funds and securities of the Network; receive and give all receipts of monies due and payable to the Network from any source whatsoever; deposit all such monies in the name of Network in such banks, savings and loan associations or other depositories as shall be selected by the Board of Directors; invest the funds of the Network as are not immediately required in such investments as the Board of Directors shall specifically or generally select from time to time; and maintain the financial books and records of the Network; provided, however, that all investments of Network funds shall be made only in those securities which may be purchased pursuant to Illinois law. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President and/or the Board of Directors. Notwithstanding the duties and responsibilities of the Treasurer herein provided, the Board of Directors by vote may, except as otherwise limited by law, delegate, wholly or in part, the responsibility for, and the regular or routine administration of, one or more of the Treasurer's duties to one or more agents, other officers, or employees of the Network who are not Directors. To the extent that the Board does delegate the duties of the Treasurer, the Treasurer shall be released from such duties and responsibilities. The powers, duties, and compensation of any agents for the Treasurer shall be approved by the Board of Directors. The Secretary shall create and maintain a file of all minutes. The Secretary shall be designated as the custodian of the minutes. The Board of Directors by vote may, except as otherwise limited by law, delegate, wholly or in part, the responsibility and authority for, and the regular or routine administration of, one or more of the Secretary's duties to one or more agents, other officers, or employees of the Network who are not Directors.

Meetings of the Board may be called by its President or by any two Board members. Five (5) business days written notice, including electronic mail, of regular meetings of the Board shall be given to each Board member and an agenda specifying the subject(s) of any regular meeting shall accompany such notice. Emergency or Special Meetings may have shorter notice as otherwise provided by law. Unless otherwise agreed to by a Member and the Board, notice

shall be mailed to the Member's last known address, as listed in Appendix A. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of regular meetings of the Board shall be determined by the Board.

A quorum shall consist of a majority of the Board. Once a quorum is established, a simple majority of those Board members in attendance shall be sufficient to pass upon all matters, unless otherwise specified herein or by the Bylaws of the Board of Directors. Each Member shall be entitled to one (1) vote on the Board of Directors. Proxy or absentee voting shall not be permitted. Board members may attend meetings in person or via telephone if a physical quorum is present at the meeting.

The Board may establish rules governing its own conduct and procedure, consistent with the Agreement and applicable laws and regulations. Minutes of all regular and special meetings of the Board shall be kept in writing and sent to all Members and other service providers as may be deemed appropriate by the Board.

### ARTICLE III

#### PLAN ADMINISTRATION

3.1 ACCOUNTS- The Network, through its Board may establish and maintain accounts for payment of claims and of reserves as it deems appropriate from time to time (the "Plan Accounts"). The Plan Accounts shall be invested in such manner as is permitted by this Agreement and the Bylaws or investment policies of the Board. Earnings on Plan Accounts shall be used to provide benefits, defray administrative expenses, or reduce future Member contributions. No Member, employee or other person or entity shall acquire any right, title or interest in any Plan Accounts or other assets of the Plan except upon termination of the Plan as provided herein.

3.2 RESERVE ESCROW FUNDS As security for the financial obligations described herein, each of the original seven (7) Members shall, within thirty (30) days of the effective date of entry in GIN, place on deposit with GIN as reserves an amount of money equal to at least one and one-half (1 ½) times the Member's anticipated monthly participation. New Member reserve contributions will be determined by the Board pursuant to the Bylaws and policies of the Board.

Accrued interest shall be credited to each individual member on a pro rata basis determined by the amount on deposit with GIN by the Member as compared to the entire GIN reserve fund. In the event that a Member fails to timely pay funds due to GIN in any month (as set forth in the invoice), the Benefit Administrator of GIN shall notify the President of the Board of GIN and the representative of the Member in writing, that the funds shall be withdrawn from the escrow account unless payment is made within five (5) business days. The GIN Benefit Administrator shall have the authority together with the GIN Treasurer to withdraw from any account within the Escrow fund the amount due after prescribed notice is given. In the event that monies are withdrawn in the manner prescribed above, all Members will be notified of the withdrawal from the Escrow fund and the delinquent Member shall take prompt action to restore the escrow account to the original amount. At the beginning of each fiscal year, the Benefit Administrator shall recommend to the GIN Board of Directors any adjustments required in the Escrow Fund as a result of an increase or decrease in the anticipated monthly payment to GIN. At any time in the fiscal year, GIN may require a supplementary deposit to the escrow account, if necessary, to reduce an anticipated deficit to the escrow account. Upon withdrawal or expulsion from GIN, any amount due after satisfying all outstanding claims shall be returned to the former Member.

3.3 MEMBER CONTRIBUTIONS- Beginning with Fiscal Year 2018-2019 and prior to the start of each fiscal year thereafter, the Board will prepare a projection of the contributions to be charged to Members. The contributions shall be projected in such amount to fully pay the projected annual claims and expenses of the Plan as a whole and to fund the Plan Accounts and reserves during the fiscal year. Each separate Member of GIN shall be responsible for its share of the cost of the Plan Accounts.

Prior to the beginning of each fiscal year, the Board shall approve the annual or monthly amount to be charged to Members to fully fund the Plan Accounts. The amounts to be charged to each Member shall be in direct proportion to the number of enrolled employees and officers of the Member (and Listed Entities whose benefit programs are to be administered by the Network) as compared to the total number of such persons served by the Network, along with uniform methods to determine differences in benefit plans and claims history under formulas approved by the Board. The Plan Account funds shall be treated as a single fund which can be utilized for the

payment of the claims of any Member. 3.4 PLAN OF BENEFITS – Each Member agrees to accept the Plan of Benefits put in place at the direction of the Board of Directors of GIN.

3.4 CHANGES IN BENEFIT PLANS – The Board may, from time to time, elect to provide or administer new or additional benefit plans or to amend or modify the Plan. Before modifying benefits or implementing any new or additional benefit plan, the Board shall (1) calculate the amount of additional payments, if any, due the Plan Accounts with respect to such change, (2) advise the Members of the new terms, and (3) receive advice from the Members regarding their level of interest in the new terms. Thereafter, any Plan may be amended, modified, or terminated by the Board upon ninety (90) days prior notice to the Members.

If a Member should choose to end continuing participation with regard to officers and employees of the Member due to placement of employees on a union-sponsored program through collective bargaining, the Network must permit the withdrawal of those union employees, but it may re-price the costs and benefits to the Member's continuing employees or officers based upon the same underwriting criteria used by the Network in the normal course of business, but no member will be expelled from the Network if the continuing employees or officers meet the general criteria required of other members. Union employees withdrawn into a union-sponsored program may subsequently be returned to coverage, but only on an underwriting basis. The Network will not interfere with the statutory obligation of any public agency member to bargain over or to reach agreement with a labor organization over a mandatory subject of collective bargaining as those terms are used in the Illinois Public Labor Relations Act. The Network will not discriminate against public agency members or otherwise retaliate against such members for limiting their participation in the Network as a result of a collective bargaining agreement.

3.5 ADDITIONAL INSURANCE – When purchased, the Board shall cause stop loss insurance coverage to be purchased from an "A" or higher rated company by A.M. Best or such other rating agency deemed appropriate by the Board and approved by the Illinois Department of Insurance. The characteristics and extent of coverage of the stop loss or other insurance shall be established by the Board. Participation in the Plan shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Board as a part of the Plan.

3.6 MEMBERSHIP – The membership of GIN shall consist of those members which are parties to this Agreement plus any other governmental entity admitted to membership as a Member from time to time, less any Member which withdraws or is expelled from GIN in accordance with the provisions of this Agreement. With prior approval of the Board of Directors, Members of GIN may also add Listed Entities which they have separately arranged to list as if such officers and employees of the Member. The Member who lists other entities to its membership shall be the sole Member of GIN and shall be responsible for all costs and duties of membership provided herein. Listed Entities will have no voting rights or Membership rights in GIN. The member may make such arrangement as is desired with the Listed Entities regarding the manner of payment, sharing of risks, and duration of such arrangement. Such arrangement is not a part of this Agreement.

The addition of new municipal or other governmental Members and its listed entities, as well as new Listed Entities added by any current Member, shall take place only after at least the concurrence of the vote of two thirds (2/3) of the entire membership of the Board of Directors of GIN and subject to the following provisions.

At the time of admission, each Member and new Member shall be required to have all of its employees and employee groups (police, public works, fire, clerical, administration, etc.) become Members of and participate in GIN programs (subject to the right of individuals to opt out of the coverage in accordance with the terms of the Plan); provided, however, if there is a collective bargaining agreement covering any such employee group which provides for employee benefits and would exclude participation of such employees in the benefits of GIN, then any such employee group need not be included at the time of initial admission of such Member or new Member.

(a) A formal application for consideration must be submitted by the applicant no later than one hundred twenty (120) days prior to the new fiscal year. The applicant must provide any and all information requested by the Board. The applicant may also be required to pay any and all costs or fees incurred or assessed by the Board in relation to the review, approval and enrollment of the applicant and its employees.

(b) The Board shall obtain such recommendations from consultants and other professionals as it deems necessary to determine whether it may accept the applicant as a

Member, provided that the Board shall give the applicant notice of its determination to the applicant within 60 days of application of its determination.

(c) If the Board approves the application submitted by the applicant, the applicant's corporate authorities, through its duly authorized representative, must formally agree to be bound by these terms and conditions by executing an Adoption Agreement in the form attached as Appendix B hereto.

(d) As a condition of new membership, the Member must pay into the Plan Accounts an amount required to meet its funding of the reserve account on such terms as determined by the Board in its discretion. The amount of reserves will be based on reasonable actuarial or insurance underwriting evidence.

3.7 DISPUTES REGARDING CLAIMS – Disputes regarding Plan benefits shall be brought before the Board's claims administrator, in accordance with the rules for such disputes as established by the claims administrator.

ARTICLE IV  
RIGHTS AND OBLIGATIONS OF MEMBERS

The obligations of each Member are as follows:

(a) To promptly pay all contributions, supplementary payments, payments to escrow funds, and other payments at such times and in such amounts as are established by the Board pursuant to this Agreement.

(b) In the event timely payments are not made and the Board must initiate collection actions against such Member to recover such funds as are owed, plus attorneys' fees and any other expenses in the amounts or percentages as authorized hereunder.

(c) To appoint a representative to the Board of Directors and cooperate with the Board, other Members, and any agent, employee, officer or independent contractor of the Board in any matter relating to the Plan or the purposes and powers of the Board.

(d) To provide a prompt monthly listing of any newly enrolled or terminated employees.

(e) To provide the Board with any information and records deemed appropriate by the Board in order to carry out the purposes of the Plan and to furnish full cooperation with GIN attorneys, claims adjusters, the Benefit Administrator, and any agent, employee, officer, or independent contractor of GIN relating to the purpose and powers of GIN.

(f) To act promptly and within a reasonable period of time on all matters requiring approval by Members and to not withhold such approval unreasonably or arbitrarily.

ARTICLE V  
ADDITIONAL TERMS

5.1 STANDARD OF CARE - The Board shall administer the Plan and carry out its obligations under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and objectives. The Board may delegate these duties to such consultants, brokers or other employees, service providers or professionals as it sees fit.

5.2 HOLD HARMLESS PROVISION - No Board member shall be liable for any action taken or omitted by any other Board member. Board members, Officers and employees of the Board shall be indemnified and held harmless by the Network for claims by third parties arising out of the good faith discharge of their duties in the administration of the Plan. Such indemnification shall include, but not be limited to, court costs and reasonable attorneys' fees. Plan assets may be used to defend and hold harmless any Board members, Officers and employees of the Board hereunder. The Board may utilize plan assets to purchase insurance providing fiduciary liability coverage and/or errors and omissions coverage for itself as an entity and for its Officers and employees in connection with the administration and operation of the Plan.

ARTICLE VI  
TERM AND TERMINATION

6.1 WITHDRAWAL OF MEMBERSHIP

(a) Members shall have the right to withdraw from membership if proper notice of withdrawal is given in the manner provided in this Article. Members may not choose to withdraw or end continuing participation in GIN for groups of officers and employees of the Member (police, public works, fire, clerical, administration, etc.) unless is solely due to placement of employees on a union-sponsored program through collective bargaining.

(b) A Member who intends to voluntarily withdraw must notify the Board through its President of its intent to withdraw from the Plan at least one hundred twenty (120) days prior to withdrawal. Such notice shall be in writing and accompanied by a resolution or ordinance from the Corporate Authorities of the Member electing to withdraw from the Network. Notice of termination will be non-retractable. The Member will remain subject to all of the provisions of this Agreement until the Member withdraws or as otherwise specified herein.

(c) If a Member withdraws from the Network, no benefit claims of the Member shall be processed or paid by GIN after withdrawal of the Member, unless the withdrawing Member shall, in order to receive such services, provide funds to pay said claims, or there are already adequate reserve funds applicable to the withdrawing Member available to pay said claims.

(d) A final accounting of the withdrawing Members' fair share of its reserve funds shall occur during the audit process for the last fiscal year that the withdrawing Member was a Member of GIN. Any remaining funds shall be refunded to the withdrawing Member, unless the withdrawing Member is in default, in which case it will be retained by GIN to cover costs of default.

(e) All withdrawing Members shall remain fully obligated for their portion of all expenses of and claims against the Network incurred during the period of their membership.

6.2 EXPULSION OF MEMBERS – By at least the concurrence of the vote of two-thirds (2/3) of the entire remaining membership of the Board, The Board may terminate the right of any Member to participate in the Plan whenever the Member fails to perform any of its



obligations under this Agreement, provided that the Member shall first be given a reasonable opportunity of not less than fifteen (15) nor more than sixty (60) days to cure the alleged failure. The Member, within the provided cure period, may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The Board of Directors may appoint a hearing officer to conduct such hearing and make a recommendation to the Board based upon findings of fact. If the Board conducts the hearing itself, it may make a decision at the close of the hearing. A decision by the Board of Directors to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final.

The rights and obligations of an expelled Member are as follows:

(a) An expelled Member may not apply for membership or re-join the Network for two (2) years after being expelled or after voluntary termination unless the Board determines in its sole discretion that there is good and sufficient cause for re-admission.

(b) The expelled Member shall continue to be fully liable for any contributions or supplementary payments due prior to the effective date of such expulsion or voluntary termination and/or any other unfulfilled obligation as if it was still a Member.

(c) Except as provided below, the Board shall have no obligation with respect to claims incurred under the Plan(s) of the expelled Member after the effective date of such expulsion or voluntary termination.

(d) The obligation of the Board to administer claims incurred under the Plan of an expelled Member prior to the effective date of expulsion shall continue for claims that are filed within 90 days after such effective date, provided Member has otherwise provided the funds to pay said claims. Expelled Members will be required to continue to make contributions and supplemental payments during such 90-day period.

(e) Any claim submitted by an employee or dependent of the expelled Member incurred after the effective date of termination shall become the sole responsibility of the expelled Member.

(f) Notwithstanding the above, if the Board is required by law to administer and process claims on behalf of a Participating Member, pursuant to the federal health care continuation provisions of the Public Health Service Act (COBRA) and/or the Illinois Continuation Law, the Board will make such coverage available.

(g) The Network will not discriminate against public agency members or otherwise retaliate against such members for limiting their participation in the Network as a result of a collective bargaining agreement and such will not be the basis for expelling a Member.

6.3 TERMINATION OF THE NETWORK - The Network shall terminate at the determination of the Board, in its sole discretion. The Network shall also terminate upon the enactment of State or Federal law and/or a final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Network is invalid, constitutes the transaction of the business of insurance under the Illinois Insurance Code or is contrary to law.

In the event that the Network is terminated, the Board shall:

- (a) Set an effective date for termination that is at least ninety (90) days in the future.
- (b) Provide notice of termination to all Members at least ninety (90) days in advance of the effective date thereof.
- (c) Collect all participating Member contributions, supplementary payments, income and assets of the Network.
- (d) Cause to be paid all claims incurred prior to the effective date of termination provided that such claims are submitted for payment within one year of the date on which they are incurred provided that all contributions and supplemental payments have been made by the Member. If assets are not sufficient to pay all such claims, claim payments may be reduced and paid pro rata until all assets are exhausted. The Board may also purchase insurance coverage to pay any or all of such claims.
- (e) Pay all administrative expenses and other liabilities of the Board in connection with the Network.

(f) If the assets of the Network are not sufficient to satisfy the Network's liabilities, the Board may charge each current Member and each former participating Member who was a participating Member at any time during the twelve (12) month period prior to the effective date of termination a supplementary payment or payments in an amount that is equal to the amount of such shortfall multiplied by a fraction, the numerator of which is the amount of contributions and supplementary payments required of the former participating Member or the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of contributions and supplementary payments required of the all former participating Members and Members during the twelve (12) months prior to the effective date of termination. The Board shall not be obligated to make claim payments unless and until the shortfall is paid as provided herein.

(g) In the event that Network assets exceed Network liabilities, the Board shall pay each Member who was a participating Member on the effective date of termination, an amount that is equal to the amount of such surplus multiplied by a fraction, the numerator of which is the amount of contributions and supplementary payments paid by the Member during the twelve (12) months prior to the effective date of termination and the denominator of which is the amount of contributions and supplementary payments paid by all Members during the twelve (12) months prior to termination. Such determination shall be made as of twenty-four (24) months after the effective date of termination and any payments required hereby will be made within thirty (30) days thereof.

(h) No one other than a Member who was a participating Member on the effective date of termination shall have any claim on the assets of the Network or any right, title or interest in any payment made pursuant to paragraph (g) hereof: Upon the later of the payment required by paragraph (g) or twenty-four (24) months after the effective date of termination. the Network and Plan Accounts shall be dissolved and the Board and the Network shall have no further obligations whatsoever with respect thereto.

(i) Prior to dissolution, the Board shall make adequate provision for the maintenance of the records of the Network which shall be retained for ten (10) years after the effective date of termination.

6.4 TERM OF COOPERATIVE – The Governmental Insurance Network shall operate beginning with fiscal year July 1, 2018 and shall continue in existence with a term ending on June 30, 2030. At the end of this multi-year period, the term of GIN may be extended for a multi-year period of time, or if not acted upon by the Members, it shall continue in existence from year-to-year as an intergovernmental agreement with the membership of those governmental bodies which do not provide a notice of withdrawal.

ARTICLE VII  
MISCELLANEOUS

7.1 NOTICE - Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

(a) If to the Board, at the business address of the then current Board President or as otherwise specified in writing by the Board to the Members.

(b) If to a Member, to the address set forth in the Adoption Agreement of such Member or to such other address as the Member may specify in writing to the Board.

7.2 SEVERABILITY - In the event any provision within this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or unconstitutional or invalid as applied to the Board, the Plan, or to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

7.3 EXCLUSIVE PURPOSE - The funds and assets retained by the Board pursuant to this Agreement shall be the sole property of the Board to be used for the exclusive purpose of carrying out the purposes of the Plan. Neither individual Members nor their employees or dependents shall have any vested right, interest, or title with respect to the funds or assets held by the Board, including, but not limited to, amounts held in the Plan Accounts, interest, dividends, refunds, rebates, reserves, life insurance refunds, except as otherwise specifically provided herein.

7.4 BINDING EFFECT - The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent herewith as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Board itself or by a Member. The consideration for the duties imposed upon the Members by this Agreement is based upon the mutual promises and agreements of the Members to each other set forth herein and the advantages gained by the Members through the sharing of risk and the potential for reduced administrative costs for the processing of employee benefits. This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.

7.5 LIMITATION OF OBLIGATIONS - The obligation of the Board to pay claims is limited to the assets of the Plan. Neither the Board nor any Board member, Officer or employee thereof is responsible for claim payments or payment of any sum or other obligations under the Plan.

7.6 TAXES AND LEGAL STATUS - The Network and any Plan of benefits provided thereby are intended to be a “governmental plan” that is exempt from the requirements of the Employee Retirement Income Security Act. The Network and any benefits or Plan of benefits are also intended to be exempt from federal, state and local taxes. Any and all actions or provisions of the Network or the Plan(s) shall be interpreted to garner such status. The Board is hereby empowered and authorized to take any and all action to ensure that such status will be accorded to the Network and the Plan(s).

7.7 AMENDMENT - This Agreement may be amended, modified, or terminated, upon at least the concurrence of the vote of two-thirds (2/3) of the corporate authorities of all participating Members. The corporate authorities of each Member specifically agree to be bound by any such action.

7.8 ADOPTION - As a condition of participation and continued participation, the Agreement and the Adoption Agreement attached hereto must be duly adopted by the corporate authorities of each Member by May 11, 2018. This Agreement shall initially become effective once it is adopted by all seven (7) Members listed in Appendix “A”. The Secretary of the Board shall certify the same.

## APPENDIX A

### MEMBERS

**City of Elmhurst**

209 N. York Street  
Elmhurst, IL 60126

**Village of Frankfort**

452 W. Nebraska Street  
Frankfort, IL 60423

**Village of Lemont**

418 Main Street  
Lemont, IL 60439

**Village of New Lenox**

1 Veterans Parkway  
New Lenox, IL 60451

**Village of Romeoville**

1050 West Romeo Road  
Romeoville, IL 60446

**Village of Shorewood** (including the Will County Governmental League as a Listed Entity)

One Towne Center Blvd  
Shorewood, IL 60404

**Village of Westmont**

31 W. Quincy St  
Westmont, IL 60559

APPENDIX B

ADOPTION AGREEMENT

WHEREAS, the Illinois unit of local government named below (the "Member") has reviewed the Governmental Insurance Network Agreement ("Agreement"); and

WHEREAS, the Member desires and intends to become or continue as a Member in the Governmental Insurance Network pursuant to the Agreement; and

WHEREAS, the Board of the Governmental Insurance Network has determined to accept the above-named entity as a Member in the Governmental Insurance Network.

NOW THEREFORE, it is hereby agreed that the Member shall be and is accepted as a Member in the Governmental Insurance Network for the term provided in the Agreement in consideration of which the Member shall at all times comply with and he bound by the attached Agreement, as the same may be modified from time to time.

\_\_\_\_\_ (“Member”) GOVERNMENT INSURANCE NETWORK

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

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

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

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

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

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