

# *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**

June 11, 2018 – 7:00 PM

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

### **AGENDA**

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes
    1. May 14, 2018 Village Board Meeting Minutes
    2. May 14, 2018 Committee of the Whole Meeting Minutes
  - B. Approval of Disbursements
  - C. A Resolution Approving a Highway Authority Agreement with Boi, LLC.
  - D. A Resolution Authorizing a Reduction of a Letter of Credit for the Derby Pines Subdivision
  - E. A Resolution Authorizing the Voluntary Employment Separation Program
  - F. A Resolution Approving Voluntary Separation Agreement and Release
- IV. Mayor's Report
  - A. Audience Participation
- V. Clerk's Report
  - A. Ordinances
    1. An Ordinance Amending the Budget for Fiscal Year 17-18 for the Village of Lemont

2. An Ordinance Approving an Economic Incentive Agreement Between the Village of Lemont and Market on State, Inc., an Illinois Corporation (1100 State Street)
3. An Ordinance Amending the Zoning Map of the Village of Lemont from B-3 Arterial Commercial District to R-5 Single- Family Detached Residential District at 127<sup>th</sup> Street and Rolling Meadow Drive in Lemont, IL (127<sup>th</sup> Street and Rolling Meadow Drive)
4. An Ordinance of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, to Set a Date For, and to Approve a Public Notice of a Public Hearing on the Transit Oriented Development (“TOD”) Redevelopment Project Area

B. Resolutions

1. A Resolution Authorizing Award of Contract for Metra Station Renovation Project A
2. A Resolution Authorizing Award of Contract for Metra Station Renovation Project B

- VI. Village Attorney Report
- VII. Village Administrator Report
- VIII. Board Reports
- IX. Staff Reports
- X. Unfinished Business
- XI. New Business
- XII. Executive Session Discussion Under Chapter 5 ILCS
  - A. Pending Litigation 5 ILCS 2(c)11
- XIII. Action on Closed Session Item(s)
- XIV. Motion to Adjourn

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**May 14, 2018**  
**6:30 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, May 14, 2018 at 6:30 p.m., with Mayor John Egofske presiding.

**A. PLEDGE OF ALLEGIANCE**

**B. ROLL CALL:** Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; present. Blatzer; absent. Trustee Blazer arrived at 6:32 p.m.

**C. CONSENT AGENDA**

A. Approval of Minutes

1. April 16, 2018 Committee of the Whole Meeting Minutes
2. April 23, 2018 Village Board Meeting Minutes

B. Approval of Disbursements

- C. An Ordinance Amending Lemont Municipal Code Chapter 5:04: Liquor License (Decreasing Class C-1 and Issuing Class A-1 Liquor License)
- D. A Resolution Approving the Purchase of Softener Salt from Compass Minerals and Midwest Salt LLC
- E. A Resolution Approving the Purchase of Water Meters from Water Resources Inc.
- F. A Resolution Authorizing a Reduction of a Letter of Credit for the Derby Pines Subdivision

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

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

**D. MAYOR'S REPORT**

A. Mayor's Report

1. Last week was the 49th Annual Municipal Clerk's Week, in which we recognized our Village Clerk, Charlene Smollen, for the vital services she

provides for local government and the community. Charlene is now in her 33rd year as Lemont's Village Clerk.

2. National Economic Development Week was also last week. We recognize our Economic & Community Development Department, and Director, Jason Barry, for all of the work they do to stimulate job creation, attract new businesses and aiding in the growth and development in our community.
3. National Police Week is this week, May 13-19. We recognize our Lemont Police Department and Chief Maton, for their role in safeguarding the rights and freedoms of the citizens in our community, safeguarding their life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation.
4. We also observe tomorrow, May 15, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and recognize and pay respect to the survivors of our fallen heroes.
5. National Public Works Week is May 20-26. We recognize our Public Works Department, and Director, Ralph Pukula, for providing integral services from maintaining public facilities, roads, sewer and water systems, trees, vehicles and emergency services, including snow removal. Our Village's health, safety and comfort greatly depends on the dedicated efforts by our Public Works staff.
6. This Friday is Cops on a Rooftop at Dunkin Donuts where our Police Department will heighten awareness and raise donations for the Annual Law Enforcement Torch Run to benefit Special Olympics Illinois. They will be at both Dunkin Donuts locations on 127th Street and at Derby Rd. from 6 AM – Noon.
7. This Saturday, May 19, at 3 p.m., is the Historical Society's 10th "Anniversary of Civil War Memorial" Celebration. It will be held at Legion Park, which is across from the Metra train station, and there will be music, refreshments and speeches by General Grant from Galena, Illinois. Visit [www.Lemonthistorical.org](http://www.Lemonthistorical.org), for more information.
8. Sunday, May 20, is a Quarrymen Vintage Baseball Game at noon at their home field at Mount Assisi Field, 13900 Main Street. Visit [www.Lemonthistorical.org](http://www.Lemonthistorical.org), for a complete schedule and information.
9. Lemont Center for the Arts is hosting "The Burst of Spring" floral photo exhibit by award winning Lemont Artist Guild Member, Gene Mark. The photos will be on display through June 24. Visit the Lemont Center for the Arts Facebook page for additional information.
10. Lemont Legends Cruise Nights begins on Wednesday, June 6, from 6 – 9 pm in Downtown Lemont.

11. The Artisan Market begins on Wednesday, June 13, from 4-7 p.m. at Legion's Park and will feature M&D Farms with a few other vendors selling food and products. Visit [www.LemontChamber.com](http://www.LemontChamber.com), for more information.

B. Audience Participation- none

**E. Clerk's Report**

A. Correspondence

1. 2018-2019 Village Board Meeting Calendar

Motion by Maher, seconded by Kwasneski, to adopt said Village Board Meeting Calendar.

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

B. Ordinances

1. Ordinance O-21-18 Granting Variations to §17.07.020 of the Lemont Unified Development Ordinance to Allow a Rear Setback of 8' from the Rear Property Line, the Area of an Attached Garage to Exceed 10% of the Lot Area, and the Driveway Width to Exceed 22' at 327 E. Logan in Lemont, IL (327 E. Logan)

Motion by McClafferty, seconded by Sniegowski to adopt said ordinance.

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

B. Resolutions

1. Resolution R-19-18 Approving a Cooperative Fishery Management Agreement between the Illinois Department of Natural Resources and the Village of Lemont

Motion by Maher, seconded by Blatzer to adopt said resolution.

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

2. Resolution R-20-18 Authorizing Award of Contract for 2018 MFT Resurfacing Program 18-00000-01-GM

Motion by Blatzer, seconded by McClafferty to adopt said resolution.

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

3. Resolution R-21-18 Approving the Execution of Amendment Number One to Intergovernmental Funding Agreement with Metra to Facilitate the Repair of a Certain Commuter Facility in Lemont, Illinois

Motion by Maher, seconded by Kwasneski to adopt said resolution.

Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes.

Motion passed.

F. **Village Administrator Report-** None

G. **Board Reports-** None

H. **Staff Reports**

A. Police

1. Cop on the Rooftop will take place at both Lemont Dunkin Donut locations on this Friday May 19<sup>th</sup> from 6am-12noon. Chief Maton will be sitting on the rooftop of the Derby Road Dunkin Donuts.

B. Administration

1. Met with Com Ed representative to discuss the past year's ratings. This is the fourth year they have done this and it was very productive.

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:

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

Roll call: Blatzer, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 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 Blatzer, seconded by Sniegowski, to adjourn the meeting at 8:32 p.m. VV 6 ayes. Motion passed.

## VILLAGE BOARD

### Committee of the Whole Meeting Minutes

May 14, 2018 – 8:00 PM

Lemont Village Hall - 418 Main St. - Lemont, IL 60439

#### I. Call to Order

Mayor Egofske called the COW Meeting to order at 8:00 p.m.

#### II. Roll Call

Present were Trustees, Blatzer, Kwasneski, Maher, McClafferty, Stapleton and Sniegowski. Also present were George Schafer, Jason Berry, Marc Maton, Darshana Prakash and Ralph Pukula.

#### III. Discussion Items

##### A. New Horizon Homes Rezoning 127<sup>th</sup> Street & Rolling Meadows Drive

Mr. Berry presented a revised site plan. Based on feedback from January 17, 2018, COW Meeting, the applicant significantly revised their plan. New Horizon Homes is seeking a rezoning to R-5 to allow both attached duplex homes and single family homes. The proposed Rolling Meadows Phase 4 will have a roadway that connects Rolling Meadows Drive to Willow Drive. On the north side of the road is proposed 9 duplex homes (18 dwelling units). The south side of the road will have 8 single family homes, built to R-4 dimensions and setback to match those homes on Willow Drive. The applicant is no longer seeking any variations, just a rezoning. If the rezoning is approved, New Horizon Homes will submit a plat of subdivision. Discussion from Village Board followed, commenting on how the applicant addressed the concerns discussed in January. There was discussion between board and applicant on impact fees. The Developer will pay required impact fees but is in discussion with the park district following the PZC meeting.

##### B. Engineering Agreement with Living Waters Consultants for I&M Canal Restoration Project

Mr. Schafer led a discussion and presented a proposal from Living Waters Consultants for the I&M Canal Restoration project. The project proposes a not to exceed fee of approximately \$70,000 which includes all permitting and some grant writing/application services for the project. The proposal is to create a narrower channel from Bossert Drive to the Stephen Street bridge which would increase water flow through the downtown. The channel would be created by planting native plantings within the silt on each side. This project would have a greater potential for grants MWRD and potentially other sources. There were many questions from the board regarding the project including questions on how the project would look. A few officials visited a sample site engineered by the proposed engineer, however the weather limited the ability for the group to assess accurately. The Heritage & Outdoor Recreation Commission would be visiting the site in the near future to give more input on the project. Trustee Maher mentioned that the option to dredge the canal should be examined once again to ensure all options are evaluated before moving forward with the engineering proposal. Staff will bring up once again with the Board in June and provide that



additional information requested.

**C. FY 18 Fourth Quarter Budget Amendment**

Mr. Schafer presented a draft copy of the final budget amendment for the FY 17-18 budget season, which will be presented for formal approval at the June 11<sup>th</sup> Village Board Meeting. The Village has held back on expenditures to finish out the year and will be very close to balancing as a result.

**D. Strategic Plan Update**

Mr. Schafer led a brief discussion on the most recent draft of the Village's strategic plan. Once the board signs off on the updated indicators and strategic initiatives, staff will continue to build the detailed action plans. The Board was in general support of the updated version of the summary plan. Staff will bring the full plan to the board in July for approval and to discuss the tracking mechanisms in place.

**IV. Unfinished Business – None**

**V. New Business**

**A. Artistic Holiday**

Mr. Schafer mentioned that Artistic Holiday, a business headquartered in Downtown Lemont, has offered to design and donate holiday decorations for the Village. The Board was appreciative and receptive of the idea and will discuss again when the owners submit the design and proposal to the Village. Also in new business, Mr. Schafer mentioned that the Keepataw Day Parade will not run this year. The Mayor and Village Administrator had a meeting with the organizers and due to several factors, the parade will take a year off and will re-evaluate for the future in the fall/winter.

**VI. Audience Participation - None**

**VII. Adjourned at 9:30 p.m.**

# Payment Register

From Payment Date: 5/29/2018 - To Payment Date: 6/11/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17715	05/29/2018	Reconciled		06/06/2018	Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$412.50	\$412.50	\$0.00
	Invoice		Date	Description		Amount			
	115940		11/13/2017	LTCP Engineering		\$412.50			
17716	05/29/2018	Open			Accounts Payable	Novotny Engineering	\$2,327.00		
	Invoice		Date	Description		Amount			
	06028-79		04/24/2018	General Engineering		\$410.00			
	17222-6		04/24/2018	Bell Rd W&S		\$410.00			
	17238-5		04/24/2018	Safety Village Green Infrastructure		\$1,507.00			
17717	05/29/2018	Reconciled		06/04/2018	Accounts Payable	Robbins Schwartz	\$2,906.54	\$2,906.54	\$0.00
	Invoice		Date	Description		Amount			
	281127 TKH		04/30/2018	Apr 2018 Labor - Union reg		\$2,906.54			
17718	06/11/2018	Open			Accounts Payable	Alexander Chemical Corp	\$1,750.00		
	Invoice		Date	Description		Amount			
	SLS 10071353		05/25/2018	chlorine		\$1,750.00			
17719	06/11/2018	Open			Accounts Payable	AT&T	\$1,627.68		
	Invoice		Date	Description		Amount			
	63025764210518		05/25/2018	630 257-6421 123 8 well #5		\$94.21			
	63025719820518		05/25/2018	630 257-1982 589 2 ruffled fthrs l/s		\$154.34			
	63025752710518		05/25/2018	630 257-5271 183 5 harpers grove l/s		\$159.00			
	63025704360518		05/25/2018	630 257-0436 056 6 glens of connemara l/s		\$159.62			
	63025759360518		05/25/2018	630 257-5936 976 9 well #4		\$163.83			
	63025722900518		05/25/2018	630 257-2290 820 6 well #3		\$219.20			
	63025795390518		05/25/2018	630 257-9539 074 6 keepataw trails l/s		\$151.30			
	63025724740518		05/25/2018	630 257-2474 474 0 p.d. backup phone line		\$342.68			
	63025752720518		05/25/2018	630 257-5272 181 8 metra station security cameras		\$183.50			
17720	06/11/2018	Open			Accounts Payable	Avalon Petroleum Company	\$4,339.50		
	Invoice		Date	Description		Amount			
	462352		05/23/2018	1500 gallons regular		\$4,339.50			
17721	06/11/2018	Open			Accounts Payable	Azavar Audit Solutions	\$57.13		
	Invoice		Date	Description		Amount			
	14433		06/01/2018	Jun 2018 utility audit contingency pmt		\$57.13			
17722	06/11/2018	Open			Accounts Payable	Bode, Denise, G	\$250.00		
	Invoice		Date	Description		Amount			
	18-05-23		05/23/2018	DAT classes		\$250.00			
17723	06/11/2018	Open			Accounts Payable	Cintas Corporation	\$208.17		
	Invoice		Date	Description		Amount			
	5010770361		05/29/2018	0010696710 - first aid cabinet refill		\$125.82			
	23K119079		05/31/2018	0010696710 - first aid cabinet refill		\$82.35			
17724	06/11/2018	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	July_2018		06/01/2018	security camera maintenance		\$2,430.00			
17725	06/11/2018	Open			Accounts Payable	ComEd	\$623.04		
	Invoice		Date	Description		Amount			
	18-05-4052		05/24/2018	2163104052 - street lights - stephen st 1 S river		\$36.36			

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From Payment Date: 5/29/2018 - To Payment Date: 6/11/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	18-05-8014		05/24/2018		3909078014 - street lights - illinois, e of stephen		\$14.80		
	18-05-0007		05/24/2018		1173160007 - street lights - talcott, e of stephen		\$98.63		
	18-05-31-9011		05/31/2018		6534089011 - street lights - 411 Singer Ave Rear		\$237.42		
	18-06-7033		06/01/2018		2213017033 - Main St lift station - bell rd, main st		\$117.48		
	18-06-2063		06/01/2018		1443022063 - street lights - KA Steel path		\$33.75		
	18-06-3015		06/01/2018		0432203015 - street lights - 44 Stephen St		\$58.11		
	18-05-8029		05/29/2018		0615008029 - EDBOSSERT DR METR O E STATE ST		\$26.49		
17726	06/11/2018	Open			Accounts Payable	Cook County Department of Public Health	\$200.00		
	Invoice		Date		Description	Amount			
	18-04-27		04/27/2018		Jan-Mar 2018 health inspections	\$200.00			
17727	06/11/2018	Open			Accounts Payable	Courtney's Safety Lane Inc	\$35.00		
	Invoice		Date		Description	Amount			
	4353		05/21/2018		safety lane	\$35.00			
17728	06/11/2018	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date		Description	Amount			
	25371		05/15/2018		Cleaning Services	\$3,260.00			
17729	06/11/2018	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date		Description	Amount			
	59379405		05/28/2018		25243175 copier lease - 06/11/18-07/10/18	\$602.00			
17730	06/11/2018	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date		Description	Amount			
	48351		05/02/2018		PD floor mats	\$68.10			
17731	06/11/2018	Open			Accounts Payable	Dynegy Energy Services LLC	\$27,854.01		
	Invoice		Date		Description	Amount			
	153917618051		05/31/2018		GMCVLG1004	\$7,662.52			
	9085318051		05/29/2018		GMCVLG1001	\$20,191.49			
17732	06/11/2018	Open			Accounts Payable	EJ USA, Inc.	\$1,719.86		
	Invoice		Date		Description	Amount			
	110180039062		05/31/2018		repair parts	\$1,719.86			
17733	06/11/2018	Open			Accounts Payable	Gallagher Materials, Inc.	\$1,422.05		
	Invoice		Date		Description	Amount			
	5693		05/26/2018		18GM cold patch	\$1,422.05			
17734	06/11/2018	Open			Accounts Payable	Heritage Corridor Convention and Visitors Bureau	\$5,400.00		
	Invoice		Date		Description	Amount			
	3863 revised		12/01/2017		social media posts	\$1,350.00			
	5142		05/01/2018		social media posts Jan to June	\$4,050.00			
17735	06/11/2018	Open			Accounts Payable	HT Strenger, Inc.	\$809.00		
	Invoice		Date		Description	Amount			
	10783-899594		05/25/2018		E1 pump repair	\$809.00			
17736	06/11/2018	Open			Accounts Payable	Illinois Police Accreditation Coalition	\$50.00		
	Invoice		Date		Description	Amount			
	18-05-07		05/07/2018		2018-2019 membership	\$50.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17737	06/11/2018	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	8389088		05/21/2018	046-2580918-001 copier lease		\$277.98			
	8389089		05/21/2018	046-2580918-002 copier lease		\$676.51			
17738	06/11/2018	Open			Accounts Payable	Look Nu, LLC	\$401.85		
	Invoice		Date	Description		Amount			
	223		05/01/2018	April 2018 detailing		\$189.85			
	238		05/01/2018	Apr 2018 washes		\$80.00			
	241		06/01/2018	May 2018 washes		\$132.00			
17739	06/11/2018	Open			Accounts Payable	Lundquist, Linda, J.	\$17.50		
	Invoice		Date	Description		Amount			
	201811		06/04/2018	commissions for art work sold		\$17.50			
17740	06/11/2018	Open			Accounts Payable	M/I Homes of Chicago	\$6,000.00		
	Invoice		Date	Description		Amount			
	2017-00000531		05/25/2018	Refund Clean Up Deposit-13781 Amelia Dr.		\$1,000.00			
	2017-00000531(L)		05/25/2018	refund Landscape Bond - 13781 Amelia Dr		\$5,000.00			
17741	06/11/2018	Open			Accounts Payable	Mark, Gene	\$8.75		
	Invoice		Date	Description		Amount			
	201812		06/04/2018	commissions for art work sold		\$8.75			
17742	06/11/2018	Open			Accounts Payable	Menards	\$27.73		
	Invoice		Date	Description		Amount			
	29453		05/24/2018	PW lights/memorial flowers		\$27.73			
17743	06/11/2018	Open			Accounts Payable	Metropolitan Industries Inc	\$30.00		
	Invoice		Date	Description		Amount			
	0000334796		05/21/2018	data connection fee		\$30.00			
17744	06/11/2018	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$119.50		
	Invoice		Date	Description		Amount			
	1010738742		05/22/2018	pre employment screening		\$119.50			
17745	06/11/2018	Open			Accounts Payable	Office Depot	\$320.43		
	Invoice		Date	Description		Amount			
	134977600001		05/09/2018	Returned Merchandise		(\$62.98)			
	142380982001		05/23/2018	binder		\$11.66			
	1424345479001		05/23/2018	binder		\$7.66			
	139503855001		05/16/2018	office supplies		\$197.10			
	140056069001		05/16/2018	office supplies		\$166.99			
17746	06/11/2018	Open			Accounts Payable	Otis Elevator Co	\$375.00		
	Invoice		Date	Description		Amount			
	CYS16400001		05/30/2018	VH elevator test		\$375.00			
17747	06/11/2018	Open			Accounts Payable	PDC Laboratories	\$4,590.00		
	Invoice		Date	Description		Amount			
	I9322075		05/16/2018	sample testing		\$4,590.00			
17748	06/11/2018	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$137.90		
	Invoice		Date	Description		Amount			
	1825317-IN		05/09/2018	Uniform Pants		\$137.90			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17749	06/11/2018	Open			Accounts Payable	Route 66 Asphalt Company a K-Five Company	\$434.76		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7469		05/03/2018		PD range grindings		\$215.48		
	7775		05/18/2018		PD range grindings		\$219.28		
17750	06/11/2018	Open			Accounts Payable	Rozycki, Lynn	\$15.40		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	201813		06/04/2018		commissions for art work sold		\$15.40		
17751	06/11/2018	Open			Accounts Payable	Rush Truck Centers	\$73.80		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3010730789		05/31/2018		parts		\$73.80		
17752	06/11/2018	Open			Accounts Payable	Schindler Elevator Corp.	\$3,671.10		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8104806558		06/01/2018		parking garage elevator maint		\$3,671.10		
17753	06/11/2018	Open			Accounts Payable	Shred-It USA, LLC	\$100.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8124782625		05/22/2018		VH shredding 13316714		\$40.00		
	8124784349		05/22/2018		LPD shredding 13335609		\$60.00		
17754	06/11/2018	Open			Accounts Payable	Southwest Central Dispatch	\$27,387.47		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-05-15		04/15/2018		May 2018 assessment		\$27,387.47		
17755	06/11/2018	Open			Accounts Payable	Southwest Conference of Mayors	\$5,500.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-05-24		05/24/2018		7/1/18-6/30/19 annual membership dues		\$5,500.00		
17756	06/11/2018	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$61.51		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	05-1986mr		05/16/2018		4/3/18-5/3/18 plotter usage		\$11.51		
	06-07ma18		06/01/2018		Jun 2018 plotter maintenance		\$50.00		
17757	06/11/2018	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$338.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	028820		05/23/2018		repair clamps		\$338.00		
17758	06/11/2018	Open			Accounts Payable	Vision Service Plan	\$1,199.55		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	805240268		05/17/2018		June 2018 vision premiums		\$1,199.55		
17759	06/11/2018	Open			Accounts Payable	WEX Fleet Universal	\$66.98		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	54459673		05/31/2018		retail fuel May 2018		\$66.98		
17760	06/11/2018	Open			Accounts Payable	Smollen, Charlene	\$1,269.49		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-05-26		05/26/2018		reimbursement - training		\$1,269.49		
17761	06/11/2018	Open			Accounts Payable	Stapleton, Ronald	\$617.73		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-06-01		06/01/2018		reimbursement - IML conference mileage and lodging		\$617.73		

# Payment Register

From Payment Date: 5/29/2018 - To Payment Date: 6/11/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17762	06/11/2018	Open			Accounts Payable	United States Postal Service	\$4,000.00		
	Invoice		Date	Description		Amount			
	18-06-04		06/04/2018	Postage Meter Refill		\$4,000.00			
17763	06/11/2018	Open			Accounts Payable	United States Postal Service	\$225.00		
	Invoice		Date	Description		Amount			
	18-05-20		05/20/2018	Permit Type PI, Permit #89		\$225.00			
17764	06/11/2018	Open			Accounts Payable	Cahill, Brian	\$146.00		
	Invoice		Date	Description		Amount			
	18-05-24		05/24/2018	Metra Parking Permit Refund		\$146.00			
17765	06/11/2018	Open			Accounts Payable	CareerBuilder Employment Screening, LLC	\$310.80		
	Invoice		Date	Description		Amount			
	AUR1063836		03/31/2018	background screening		\$92.70			
	AUR1068176		04/30/2018	background search		\$218.10			
Type Check Totals:					51 Transactions		\$116,752.32	\$3,319.04	\$0.00
EFT									
373	06/11/2018	Open			Accounts Payable	Lemont Area Chamber of Commerce	\$2,500.00		
	Invoice		Date	Description		Amount			
	18-06-06		06/06/2018	June 2018 consulting		\$2,500.00			
374	06/11/2018	Open			Accounts Payable	Tate, Jamie, M	\$699.40		
	Invoice		Date	Description		Amount			
	18-11		06/04/2018	5/14/18-5/27/18 planning services		\$699.40			
Type EFT Totals:					2 Transactions		\$3,199.40		
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	49	\$113,433.28	\$0.00
	Reconciled	2	\$3,319.04	\$3,319.04
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	51	\$116,752.32	\$3,319.04
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$3,199.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	2	\$3,199.40	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	\$116,632.68	\$0.00
	Reconciled	2	\$3,319.04	\$3,319.04
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 5/29/2018 - To Payment Date: 6/11/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Total		\$119,951.72	\$3,319.04		
<b>Grand Totals:</b>										
		<b>Checks</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>		
			Open	49			\$113,433.28	\$0.00		
			Reconciled	2			\$3,319.04	\$3,319.04		
			Voided	0			\$0.00	\$0.00		
			Stopped	0			\$0.00	\$0.00		
			<b>Total</b>	<b>51</b>			<b>\$116,752.32</b>	<b>\$3,319.04</b>		
		<b>EFTs</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>		
			Open	2			\$3,199.40	\$0.00		
			Reconciled	0			\$0.00	\$0.00		
			Voided	0			\$0.00	\$0.00		
			<b>Total</b>	<b>2</b>			<b>\$3,199.40</b>	<b>\$0.00</b>		
		<b>All</b>	<b>Status</b>	<b>Count</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>		
			Open	51			\$116,632.68	\$0.00		
			Reconciled	2			\$3,319.04	\$3,319.04		
			Voided	0			\$0.00	\$0.00		
			Stopped	0			\$0.00	\$0.00		
			<b>Total</b>	<b>53</b>			<b>\$119,951.72</b>	<b>\$3,319.04</b>		

TO: Village Board  
FROM: Ralph Pukula, Director of Public Works  
THROUGH:  
SUBJECT: Highway Authority Agreement with BOI, LLC

DATE: June 11, 2018

### **SUMMARY/ BACKGROUND**

The Illinois EPA requires that the Village enter into a Highway Authority Agreement with BOI, LLC regarding the property at 1196 State St. (North/West corner of 127<sup>th</sup> and State Street, formerly Kar-Gas)

Overall, the agreement recognizes that an environmental remediation has occurred at the described property and the Village agrees not to allow any future open storm drains, ditches, or shallow wells to be installed in the Village of Lemont right-of-way.

Approving this agreement will allow the next step in developing the described property.

The attached resolution and exhibits A, B, C, D detail the agreement.

### **STAFF RECOMMENDATION**

Adopt the resolution approving The Highway Authority Agreement.

### **BOARD ACTION REQUESTED**

Adopt the resolution approving the Highway Authority Agreement.

### **ATTACHMENTS**

- Resolution Authorizing the Highway Authority Agreement
- Highway Authority Agreement
- Exhibit A Legal Description
- Exhibit B Soil Analytical Results Map
- Exhibit C Soil Analytical Results
- Exhibit D HAA Map





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

**A Resolution Approving a Highway Authority Agreement with Boi, LLC**

**WHEREAS**, the President and Board of Trustees desire to enter into a Highway Authority Agreement with Boi, LLC, with respect to one or more leaking underground storage tanks presently or formerly located at 1196 State Street, Lemont, Illinois; and;

**WHEREAS**, the President and Board of Trustees find that executing the attached Highway Authority Agreement between the Village of Lemont and Boi, LLC is in the interest of the public health, safety and welfare of the residents of Lemont;

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

**Section One:** The Highway Authority 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.**

**AYES**

**NAYS**

**ABSENT**

**ABSTAIN**

**Debby Blatzer**

**Ryan Kwasneski**

**Dave Maher**

**Ken McClafferty**

**Rick Sniegowski**

**Ron Stapleton**

---

**JOHN EGOSKE, Village President**

**Attest:**

---

**CHARLENE M. SMOLLEN, Village Clerk**

THIS DOCUMENT HAS BEEN PREPARED BY  
AND AFTER RECORDING SHOULD BE  
RETURNED TO:

TRESSLER LLP  
233 SOUTH WACKER DRIVE  
22ND FLOOR  
CHICAGO, IL 60606  
ATTN: MICHAEL PETERS

*(Reserved for Recorder's Use Only)*

### HIGHWAY AUTHORITY AGREEMENT

This Highway Authority Agreement (“Agreement”) is entered into this 11 day of June, 2018 pursuant to 35 Ill. Adm. Code 742.1020 by and between Boi, LLC, an Illinois limited liability company, (the “**Property Owner**”) and the Village of Lemont, an Illinois municipal corporation (the “**Highway Authority**”), collectively known as the “**Parties**”.

**WHEREAS**, Property Owner is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1196 State Street, Lemont, Illinois (the “**Site**”), which is more thoroughly described on Exhibit A attached hereto and incorporated herein by this reference;

**WHEREAS**, as a result of one or more releases of contaminants from the above-referenced underground storage tanks (the “**Releases**”), soil and/or groundwater contamination at the Site exceeds Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

**WHEREAS**, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

**WHEREAS**, the Property Owner is conducting corrective action in response to the Releases; and

**WHEREAS**, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected and after any access.

**NOW, THEREFORE**, the Parties agree as follows:

1. The recitals above are incorporated by reference as is fully set forth herein.
2. The Illinois Emergency Management Agency has assigned incident numbers 20141348 and 942117 to the Releases.
3. Attached as Exhibit B is a scaled map prepared by TriCore Environmental, LLC that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as Exhibit C is a table prepared by TriCore Environmental, LLC that lists each contaminant of concern that exceeds its Tier 1 residential objectives, its Tier 1 residential remediation

objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit C are identified on the map(s) in Exhibit B.

5. Attached as Exhibit D is a scaled map prepared by TriCore Environmental, LLC showing the area of the Highway Authority's right-of-way that is governed by this Agreement (the "**Right-of-Way**"). Because Exhibit D is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar conditions:

As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This Agreement shall be referenced in the Illinois Environmental Protection Agency's ("**Agency**") no further remediation determination issued for the Release(s).

10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This Agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this Agreement as if the transferee were an original party to this Agreement. The transferee's Agreement to be bound by the terms of this Agreement shall be memorialized at the time of transfer in a writing that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee, and shall be incorporated as a rider or addendum to this Agreement.

11. This Agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this Agreement, or until the Agreement is otherwise terminated or voided.

12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this Agreement or may, in its sole discretion, declare this Agreement null and void if any of the Parties or any transferee violates any term of this Agreement. The Parties or transferee shall be notified in writing of any such declaration.

13. This Agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of this Agreement.

14. This Agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

15. Any notices or other correspondence regarding this Agreement shall be sent to the Parties at the following addresses by first-class mail, return receipt requested:

Manager, Division of Remediation Management  
Bureau of Land  
Illinois Environmental Protection Agency  
P.O. Box 19276  
Springfield, IL 62974-9276

Village of Lemont  
418 Main Street  
Lemont, IL 60439  
Attn: Village Administrator

Boi, LLC  
202 West Wilson Street  
Streator, IL 61364  
Attn: Steven P. Broadus

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized representatives.

**Village of Lemont,**  
an Illinois municipal corporation

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

By: \_\_\_\_\_  
Its: George Schafer, Village Administrator

**Boi, LLC,**  
an Illinois limited liability company

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

By: \_\_\_\_\_  
Its: Steven P. Broadus, Manager

## EXHIBIT A

THE SOUTH ½ OF LOT 1 IN LEMONT HIGHLANDS, A SUBDIVISION OF THE SOUTH 372.5 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 1949 AS DOCUMENT 14513964, PAGE 9 IN BOOK 376 OF PLATS IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 16 MINUTES 00 SECONDS WEST 20.00 FEET; THENCE NORTH 43 DEGREES 18 MINUTES 40 SECONDS EAST 28.31 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 1 DEGREE 38 MINUTES 41 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

PIN: 22-29-309-017-0000

COMMON ADDRESS: 1196 State Street, Lemont, Illinois 60439

**EXHIBIT B**  
**Soil Analytical Results Map**



0 40  
APPROX. SCALE IN FEET  
ALL MAP LOCATIONS ARE APPROXIMATE

LEGEND	
	PROPERTY BOUNDARY
	SOIL SAMPLE LOCATION
	SOIL BORING LOCATION
	MONITORING WELL LOCATION
	EXCAVATION AREA
<b>EX-5</b> 4/29/15 4-5 14.500 B 105.000 T 44.800 E 221.000 X 0.885 J M 9.120 N	SAMPLE LOCATION SAMPLE DATE SAMPLE DEPTH (ft) BENZENE CONCENTRATION (mg/kg) TOLUENE CONCENTRATION (mg/kg) ETHYLBENZENE CONCENTRATION (mg/kg) TOTAL XYLENES CONCENTRATION (mg/kg) METHYL TERT BUTYL ETHER CONCENTRATION (mg/kg) NAPHTHALENE CONCENTRATION (mg/kg)
<0.002	CONCENTRATION LESS THAN LABORATORY REPORTING OR METHOD DETECTION LIMIT
NOTES:	ONLY THE DETECTED CONCENTRATIONS OR METHOD DETECTION LIMITS EXCEEDING THE TIER 1 SROs ARE SHOWN

**TriCore Environmental, LLC**  
2368 Corporate Lane, Suite 116  
Naperville, IL 60563  
(630) 520-9973

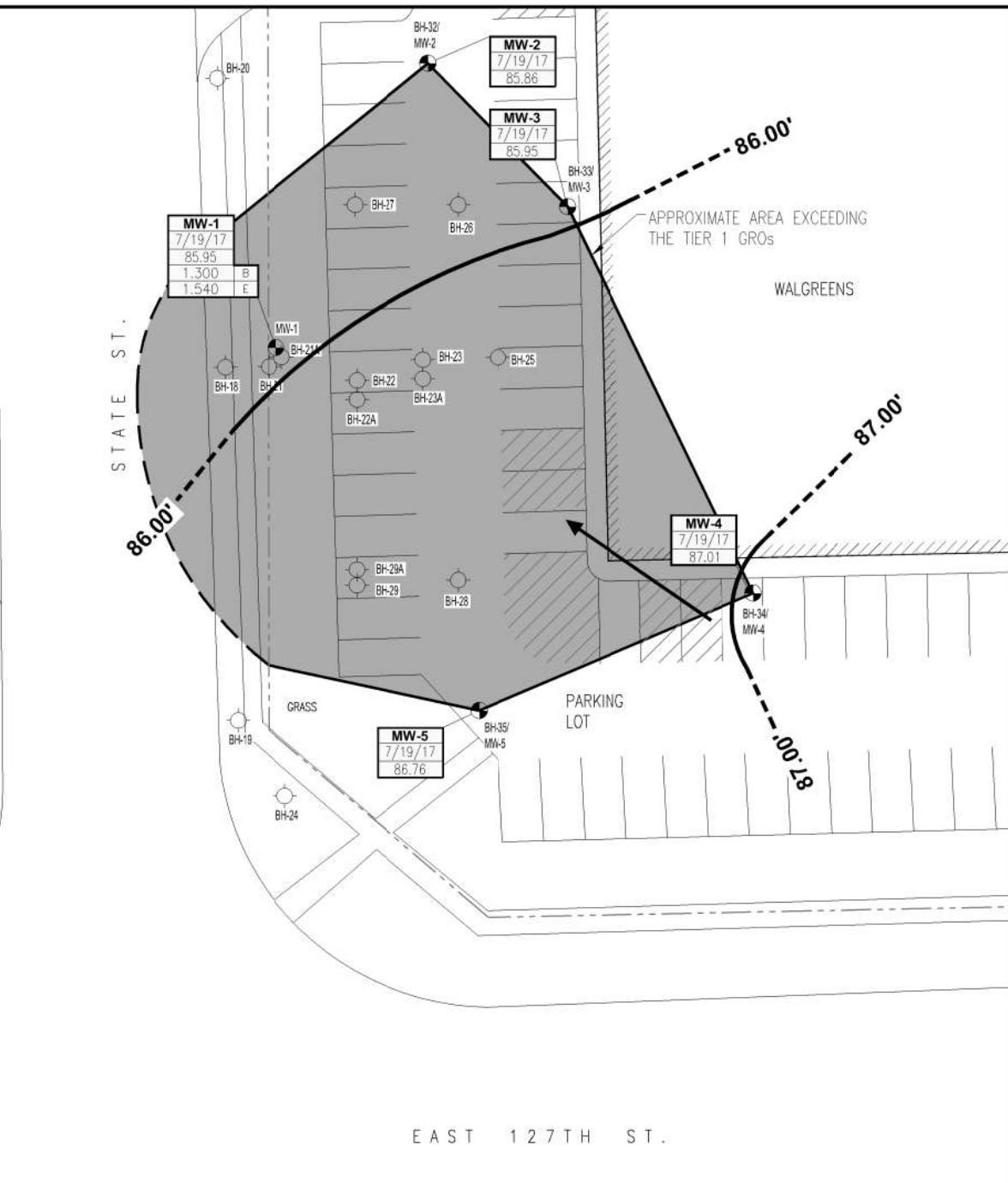
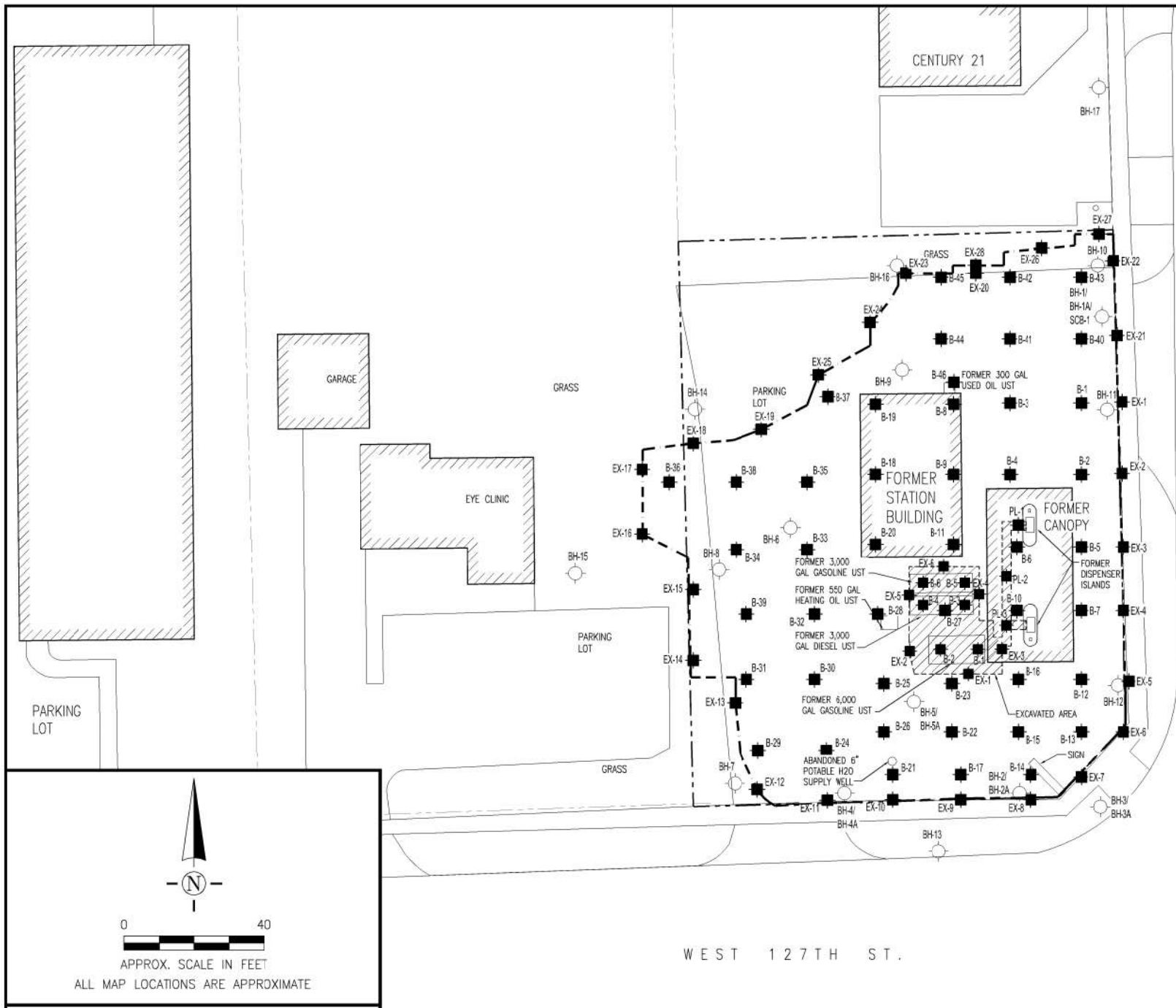
**BOI, LLC**  
201 Danny's Drive  
Suite 5  
Streator, IL 61364

**SOIL ANALYTICAL RESULTS**  
BOI, LLC  
1196 STATE STREET  
LEMONT, COOK COUNTY, IL 60439

DRAWN BY: SAA  
APPROVED BY: MIC  
SCALE: 1" = 40'  
DATE: 4/23/2018  
DRAWING FILE: MD14-170

**EXHIBIT B-1**



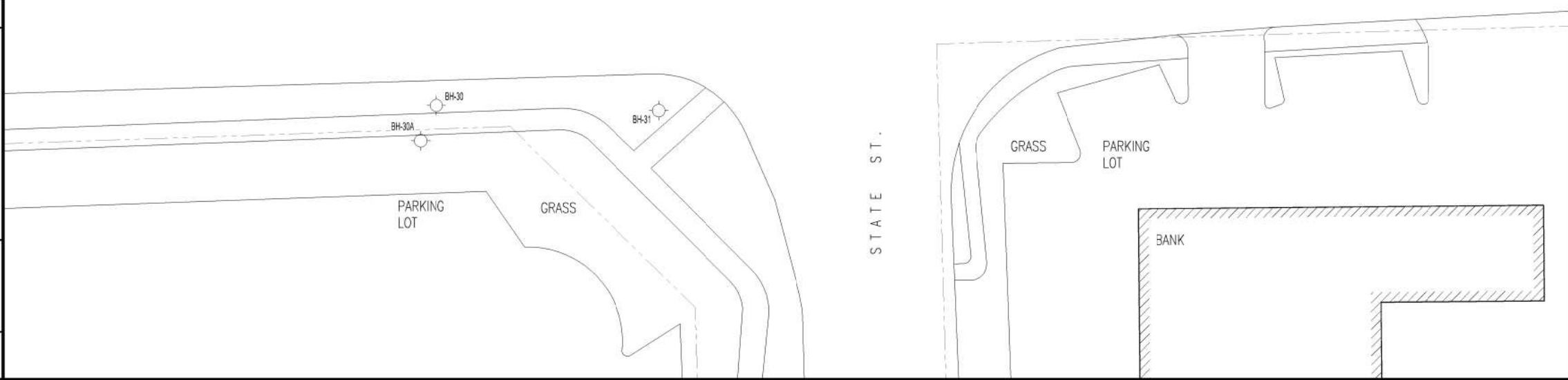


**LEGEND**

- PROPERTY BOUNDARY
- SOIL SAMPLE LOCATION
- SOIL BORING LOCATION
- MONITORING WELL LOCATION
- EXCAVATION AREA
- GROUNDWATER ELEVATION CONTOUR (DASHED WHERE INFERRED)
- GROUNDWATER FLOW DIRECTION

<b>MW-1</b>	SAMPLE LOCATION
7/19/17	GROUNDWATER ELEVATION (ft)
85.95	SAMPLE DATE
1.300 B	BENZENE CONCENTRATION (mg/L)
1.540 E	ETHYLBENZENE CONCENTRATION (mg/L)

NOTES: ONLY THE DETECTED CONCENTRATIONS OR METHOD DETECTION LIMITS EXCEEDING THE TIER 1 GROs ARE SHOWN



**TriCore Environmental, LLC**  
 2368 Corporate Lane, Suite 116  
 Naperville, IL 60563  
 (630) 520-9973

**BOI, LLC**  
 201 Danny's Drive  
 Suite 5  
 Streator, IL 61364

**GROUNDWATER ELEVATIONS AND ANALYTICAL RESULTS**  
 BOI, LLC  
 1196 STATE STREET  
 LEMONT, COOK COUNTY, IL 60439

DRAWN BY:	SAA
APPROVED BY:	MIC
SCALE:	1" = 40'
DATE:	4/23/2018
DRAWING FILE:	MD14-170

**EXHIBIT B-2**

**EXHIBIT C**  
**Soil Analytical Results**

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC**

**1196 State Street**

**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
BH-1-A	9/18/03	7.5-8	0.316	0.430	6.31	13.2	
BH-1-B	9/18/03	14-14.5	<0.0289	<0.289	<0.289	<0.289	
BH-1-C	8/10/04	18	<0.002	<0.005	<0.005	<0.005	
BH-2-A	9/18/03	4.5-5	3.6000	0.293	5.730	4.030	
BH-2-B	8/10/04	13	0.0879	<0.005	<0.005	<0.005	
BH-2-C	8/10/04	23	<0.002	<0.005	<0.005	<0.005	
BH-3-A	9/18/03	6.5-7	<0.0286	<0.286	0.904	0.596	
BH-3-B	8/10/04	13	0.0293	<0.005	<0.005	<0.005	
BH-3-C	8/10/04	18	<0.002	<0.005	<0.005	<0.005	
BH-4-A	9/18/03	4.5-5	0.184	<0.309	0.309	<0.309	
BH-4-B	8/10/04	13	<0.002	<0.005	<0.005	<0.005	
BH-5-A	9/18/03	4.5-5	2.710	4.86	4.78	10.3	
BH-5-B	8/10/04	13	1.070	1.11	<0.005	0.522	
BH-5-C	8/10/04	24	<0.002	<0.005	<0.005	<0.005	
BH-6-A	8/2/05	5	0.0719	<0.005	<0.005	0.0054	
BH-6-B	8/2/05	9	1.060	1.090	1.91	8.1	
BH-6-C	8/2/05	15	<0.002	<0.005	<0.005	<0.005	
BH-6-D	8/2/05	18	0.0064	<0.005	<0.005	<0.005	
BH-7-A	8/2/05	4	<0.002	<0.005	<0.005	<0.005	
BH-7-B	8/2/05	9	<0.002	<0.005	<0.005	<0.005	
BH-7-C	8/2/05	14	<0.002	<0.005	<0.005	<0.005	
BH-7-D	8/2/05	18	<0.002	<0.005	<0.005	<0.005	
BH-8-A	8/2/05	3	<0.002	<0.005	<0.005	<0.005	
BH-8-B	8/2/05	9	0.459	<0.005	0.438	0.419	
BH-8-C	8/2/05	14	<0.002	<0.005	<0.005	<0.005	
BH-9-A	8/2/05	4	<0.002	<0.005	<0.005	<0.005	
BH-9-B	8/2/05	9	<0.002	<0.005	<0.005	<0.005	
BH-9-C	8/2/05	14	<0.002	<0.005	<0.005	<0.005	
BH-10-A	8/2/05	4	<0.030	0.0882	1.98	4.920	
BH-10-B	8/2/05	9	2.660	0.348	1.79	3.820	
BH-10-C	8/2/05	14	<0.002	<0.005	<0.005	<0.005	
BH-10-D	8/2/05	18-20	<0.002	<0.005	<0.005	<0.005	

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC**

**1196 State Street**

**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
BH-11-A	8/2/05	4	24.5	65.8	52.7	207.0	
BH-11-B	8/2/05	9	5.730	0.4	4.030	8.0	
BH-11-C	8/2/05	14	0.0045	0.0056	<0.005	0.0093	
BH-12-A	8/2/05	4	10.2	39.5	12.0	59.0	
BH-12-B	8/2/05	9	14.3	0.897	10.4	9.140	
BH-12-C	8/2/05	14	0.0126	0.0261	<0.005	0.0115	
BH-12-D	8/2/05	19	<0.002	<0.005	<0.005	<0.005	
BH-13-A	8/2/05	9	<0.002	<0.005	<0.005	<0.005	
BH-13-B	8/2/05	14	<0.002	<0.005	<0.005	<0.005	
BH-14-A	9/26/05	4-5	<0.002	<0.005	<0.005	<0.005	
BH-14-B	9/26/05	8	<0.002	<0.005	<0.005	<0.005	
BH-14-C	9/26/05	14	<0.002	<0.005	<0.005	<0.005	
BH-15-A	9/26/05	4.5	<0.002	<0.005	<0.005	<0.005	
BH-15-B	9/26/05	8	<0.002	<0.005	<0.005	<0.005	
BH-15-C	9/26/05	14	<0.002	<0.005	<0.005	<0.005	
BH-16-A	9/26/05	4.5	<0.002	<0.005	<0.005	<0.005	
BH-16-B	9/26/05	8	<0.002	<0.005	<0.005	<0.005	
BH-16-C	9/26/05	14	<0.002	<0.005	<0.005	<0.005	
BH-17-A	9/26/05	5	<0.002	<0.005	<0.005	<0.005	
BH-17-B	9/26/05	9	<0.002	<0.005	<0.005	<0.005	
BH-17-C	9/26/05	14	<0.002	<0.005	<0.005	<0.005	
BH-18-A	9/27/05	5.5	0.979	0.997	9.19	29.6	
BH-18-B	9/27/05	14.5	5.58	0.681	9.84	24.6	
BH-18-C	9/27/05	19	5.68	6.890	9.11	35.0	
BH-19-A	9/27/05	8	0.0057	<0.005	<0.005	0.0057	
BH-19-B	9/27/05	14	0.0159	0.0097	0.0397	0.0752	
BH-19-C	9/27/05	19	<0.002	<0.005	<0.005	<0.005	
BH-20-A	11/12/05	4	<0.002	<0.005	<0.005	<0.005	
BH-20-B	11/12/05	8	<0.002	<0.005	<0.005	<0.005	
BH-20-C	11/12/05	14	<0.002	<0.005	<0.005	<0.005	
EX-1	11/25/14	7-8	1.240	0.264	7.810	2.910	0.103 J
EX-2	11/25/14	7-8	6.330	3.200	35.900	54.500	0.655 J

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC**

**1196 State Street**

**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
EX-3	11/25/14	7-8	1.890	3.360	32.600	158.000	0.972 J
B-1	11/25/14	12-13	1.860	0.164	0.373	1.630	<0.0301
B-2	11/25/14	12-13	5.200	<0.244	1.460	2.790	<0.244
B-3	11/25/14	7-8	1.340	0.129	0.143	0.345	<0.0293
B-4	11/25/14	7-8	2.070	0.156	0.193	0.398	<0.0295
Backfill #1	11/25/14		5.750	1.400	24.600	7.880	0.450 J
PL-1	11/26/14	2.5-3	3.850	3.340	51.200	112.000	2.060
PL-2	11/26/14	2.5-3	14.100	4.180	96.000	269.000	1.640 J
PL-3	11/26/14	2.5-3	13.700	13.800	103.000	356.000	3.700
B-5	11/26/14	7-8	3.070	0.115	0.351	0.533	<0.0293
B-6	11/26/14	7-8	0.0481	<0.0293	0.0589	0.258	<0.0293
EX-4	11/26/14	4-5	1.460	0.724	13.800	25.700	0.157 J
EX-5	11/26/14	4-5	36.500	6.100	106.000	644.000	5.110 J
EX-6	11/26/14	4-5	9.330	4.990	90.200	159.000	1.790 J
Backfill #2	11/26/14		8.690	37.100	74.100	327.000	3.870
EX-1	4/22/15	7-8	5.010	0.995	7.800	18.400	<0.0294
EX-2	4/22/15	7-8	7.510	0.394	6.910	7.330	<0.0147
B-1	4/22/15	15.5	<0.0105	<0.0128	<0.0142	<0.0553	0.0234 J
B-2	4/22/15	16	<0.0111	<0.0135	<0.0150	<0.0585	0.123
B-3	4/22/15	16	<0.0106	<0.0129	<0.0143	<0.0558	0.0227 J
B-4	4/23/15	16.5	<0.0107	<0.0130	0.0172 J	<0.0560	0.122
B-5	4/23/15	15	0.0308	<0.0129	<0.0143	<0.0558	0.444
EX-3	4/23/15	7-8	9.380	0.462	11.000	20.300	0.0944 J
EX-4	4/23/15	7-8	7.700	0.815	11.900	9.910	0.186
B-6	4/24/15	19	<0.0115	<0.0288	<0.0288	<0.0864	0.388
B-7	4/24/15	19	<0.0113	<0.0283	<0.0283	<0.0849	0.0915
B-8	4/27/15	16	<0.0119	<0.0298	<0.0298	<0.0895	<0.0298
B-9	4/27/15	15	<0.0116	<0.0289	<0.0289	<0.0868	0.148
B-10	4/28/15	15.5	<0.0115	<0.0287	<0.0287	<0.0861	0.468
B-11	4/28/15	17	<0.0116	<0.0290	<0.0290	<0.0869	0.476
B-12	4/29/15	18	<0.0113	<0.0282	<0.0282	<0.0845	0.128
EX-5	4/29/15	4-5	14.500	105.000	44.800	221.000	0.885 J

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC**

**1196 State Street**

**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
EX-6	4/29/15	4-5	7.600	54.500	32.700	149.000	0.891 J
B-13	4/29/15	15.5	<0.0116	<0.0290	<0.0290	<0.0870	1.240
EX-7	4/30/15	4-5	3.120	0.808 J	36.800	76.200	<0.313
B-14	4/30/15	15.5	<0.0107	<0.0130	<0.0144	<0.0563	0.0337 J
EX-8	4/30/15	4-5	8.660	1.070	21.300	7.610	0.158J
B-15	5/1/15	15.5	<0.0107	<0.0130	<0.0144	<0.0560	0.0259 J
B-16	5/1/15	17.5	<0.0104	<0.0126	<0.0140	<0.0544	<0.0142
B-17	5/1/15	15.5	<0.0106	<0.0129	<0.0143	<0.0558	0.0561 J
EX-9	5/4/15	4-5	0.263	0.0508 J	4.790	0.619	<0.0328
B-18	5/4/15	15.5	<0.0108	<0.0131	<0.0146	<0.0567	0.137
B-19	5/4/15	15.5	<0.0108	<0.0131	<0.0145	<0.0565	<0.0148
B-20	5/4/15	14	0.187	<0.129	<0.0143	<0.0556	0.328
EX-10	5/6/15	8-9	2.310	0.130	1.400	0.636	<0.0290
EX-21	5/6/15	15.5	<0.0111	<0.0135	0.0175 J	<0.0582	<0.0152
B-22	5/7/15	15.5	<0.0109	<0.0132	0.0175 J	<0.0570	<0.0149
B-24	5/8/15	9	<0.0104	<0.0127	<0.0140	<0.0546	0.0430 J
B-25	5/8/15	15.5	<0.0107	<0.0130	<0.0144	<0.0560	0.208
B-26	5/8/15	15	<0.0108	<0.0131	<0.0145	<0.0566	<0.0148
EX-11	5/8/15	3-4	0.305	<0.0144	<0.0159	<0.0620	<0.0162
EX-12	5/8/15	3-4	<0.0118	<0.0144	<0.0160	<0.0622	<0.0162
EX-13	5/13/15	4-5	<0.0114	<0.0139	<0.0154	<0.0599	<0.0157
B-27	5/13/15	14	<0.0108	<0.0131	<0.0145	<0.0566	0.395
B-29	5/13/15	9	<0.0108	<0.0131	<0.0146	<0.0567	0.0318 J
EX-14	5/14/15	4-5	<0.0118	<0.0143	<0.0158	<0.0617	<0.0161
B-28	5/14/15	13	<0.0106	<0.0129	<0.0143	<0.0559	0.206
B-30	5/14/15	11	<0.0106	<0.0129	<0.0143	<0.0559	0.0565 J
B-31	5/14/15	11	<0.0106	<0.0159	<0.0143	<0.0559	0.0226 J
EX-15	5/15/15	8-9	<0.0107	<0.0131	0.0207 J	0.0589 J	0.0392 J
B-32	5/15/15	11	<0.0107	<0.0130	<0.0144	<0.0562	0.302
B-33	5/15/15	11	<0.0107	<0.0130	<0.0144	<0.0561	0.241
B-34	5/15/15	11	<0.0109	<0.0133	<0.0147	<0.0573	0.0466 J
Overburden 1	5/15/15		<0.0112	<0.0137	<0.0151	<0.0590	<0.0154

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC**

**1196 State Street**

**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
B-35	5/18/15	12	<0.0107	<0.0130	0.0192 J	0.0576 J	0.570
EX-16	5/18/15	9-10	<0.0110	<0.0134	<0.0149	<0.0579	<0.0151
EX-17	5/18/15	9-10	<0.0107	<0.0130	<0.0144	<0.0562	<0.0147
B-36	5/18/15	12	<0.0108	<0.0131	<0.0145	<0.0565	0.0306 J
Overburden-2	5/18/15		<0.0109	<0.0132	<0.0146	<0.0571	<0.0149
B-37	5/19/15	14	<0.0107	<0.0131	<0.0145	<0.0564	<0.0147
B-38	5/19/15	14	<0.0107	<0.0131	<0.0145	<0.0565	0.411
B-39	5/19/15	12	<0.0103	<0.0125	<0.0139	<0.0541	0.0511 J
EX-18	5/19/15	3-4	<0.0120	<0.0146	<0.0162	<0.0632	<0.0165
EX-19	5/19/15	3-4	<0.0115	<0.0140	<0.0155	<0.0605	<0.0158
B-40	5/22/15	13	<0.0107	<0.0130	<0.0144	<0.0560	<0.0146
B-41	5/27/15	15	<0.0105	<0.0128	<0.0142	<0.0553	<0.0144
EX-20	5/27/15	3-4	<0.0127	<0.0154	<0.0171	<0.0666	<0.0174
EX-21	5/27/15	3-4	0.464	0.627	11.600	12.700	<0.0664
EX-22	5/27/15	4-5	<0.0310	<0.0378	2.140	2.410	<0.0426
B-42	5/27/15	12.5	<0.0108	<0.0132	<0.0146	<0.0569	<0.0149
B-43	5/27/15	12.5	<0.0107	<0.0131	<0.0145	<0.0564	<0.0147
B-44	5/27/15	15	<0.0107	<0.0130	<0.0144	<0.0562	<0.0147
B-45	5/28/15	12.5	<0.0108	<0.0131	<0.0145	<0.0565	<0.0148
EX-23	5/28/15	8.5-9.5	<0.0107	<0.0131	<0.0145	<0.0564	<0.0147
EX-24	5/28/15	3-4	<0.0118	<0.0143	<0.0159	<0.0618	<0.0162
B-46	6/5/15	14.5	<0.0107	<0.0130	<0.0144	<0.0561	<0.0146
EX-25	6/5/15	10-11	<0.0106	<0.0129	<0.0143	<0.0556	<0.0145
EX-26	6/5/15	3.5-5	<0.0108	<0.0132	<0.0146	<0.0569	<0.0149
EX-27	6/8/15	8.5-9.5	<0.0107	<0.0130	<0.0144	<0.0561	<0.0146
EX-28	6/8/15	3-4	<0.0109	<0.0133	<0.0147	<0.0573	<0.0150
EX-28	6/8/15	8-9	<0.0106	<0.0130	<0.0144	<0.0559	<0.0146
BH-21	6/17/15	10-12.5	1.200	0.362	12.700	15.200	<0.0729
BH-22	9/8/15	7.5-10	<0.0108	<0.0132	<0.0146	<0.0569	<0.0149
BH-22	9/8/15	25.5-27	7.650	1.260	0.0313 J	<0.110	<0.0288
BH-23	9/8/15	25-26.5	0.0428 J	0.547	2.900	17.000	<0.0376
BH-23	9/8/15	28.5-30	0.0483	<0.0130	<0.0144	<0.0562	<0.0147

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC**

**1196 State Street**

**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
BH-24	9/8/15	4-6	<0.0279	<0.0339	0.0593 J	<0.146	<0.0383
BH-24	9/8/15	13.5-15	<0.0112	<0.0136	<0.0151	<0.0587	<0.0153
BH-22A	9/14/16	2.5-5	<0.0109	<0.0133	<0.0147	<0.0573	<0.0150
BH-22A	9/14/16	10-12.5	<0.0106	<0.0129	<0.0143	<0.0558	<0.0146
BH-22A	9/14/16	15-17.5	<0.0110	<0.0134	<0.0149	<0.0580	<0.0151
BH-22A	9/14/16	20-23	<b>&lt;0.109</b>	1.990	<b>27.800</b>	<b>70.600</b>	<0.150
BH-23A	9/14/16	2.5-5	<0.0130	<0.0158	<0.0176	<0.0684	<0.0179
BH-23A	9/14/16	5-7.5	<0.0114	<0.0139	<0.0154	<0.0600	<0.0157
BH-23A	9/14/16	10-12.5	<0.0107	0.0153 J	<0.0144	<0.0561	<0.0147
BH-23A	9/14/16	15-17.5	<0.0108	<0.0132	<0.0146	<0.0568	<0.0148
BH-23A	9/14/16	21.5-22.5	<0.0110	<0.0133	<0.0148	<0.0576	<0.0150
BH-23A	9/14/16	31-32.5	<0.0107	<0.0131	<0.0145	<0.0564	<0.0147
BH-23A	9/14/16	32.5-35	<0.0118	<0.0144	<0.0159	<0.0621	<0.0162
BH-26	9/14/16	1-2.5	<0.0113	<0.0138	<0.0153	<0.0596	<0.0156
BH-26	9/14/16	7.5-10	<0.0107	0.0135 J	<0.0144	<0.0561	<0.0147
BH-26	9/14/16	10-12.5	<0.0111	<0.0136	<0.0150	<0.0585	<0.0153
BH-26	9/14/16	17.5-20	<0.0106	<0.0129	<0.0143	<0.0558	<0.0146
BH-26	9/14/16	20-22.5	<0.0106	<0.0129	<0.0143	<0.0557	<0.0146
BH-26	9/14/16	27.5-29.25	<b>0.0756</b>	<0.0133	<0.0148	<0.0575	<0.0150
BH-27	9/14/16	2.5-5	<0.0117	0.0168 J	<0.0158	<0.0616	<0.0161
BH-27	9/14/16	7.5-10	<0.0107	<0.0130	<0.0144	<0.00563	<0.0147
BH-27	9/14/16	12.5-15	<0.0106	<0.0129	<0.0143	<0.0558	<0.0146
BH-27	9/14/16	17.5-20	<0.0106	<0.0129	<0.0143	<0.0556	<0.0145
BH-27	9/14/16	22.5-25	<0.0107	<0.0130	<0.0144	<0.0561	<0.0147



Exhibit C-1

Soil Analytical Results - BTEX and MTBE

BOI, LLC

1196 State Street

Lemont, Cook County, Illinois 60439

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
BH-27	9/14/16	27.5-30	<0.0101	<0.0123	<0.0137	<0.0533	<0.0139
BH-27	9/14/16	30-32.5	<0.0105	<0.0127	<0.0141	<0.0127	<0.0144
BH-21A	9/15/16	0.5-2.5	<0.0110	<0.0133	<0.0148	<0.0575	<0.0150
BH-21A	9/15/16	7.5-10	0.0398	<0.0128	0.0505 J	0.0807 J	<0.0144
BH-21A	9/15/16	15-17.5	4.100	8.830	9.310	35.500	<0.0367
BH-21A	9/15/16	20-22.5	1.080	0.147	0.918	0.685	<0.0149
BH-21A	9/15/16	25-27.5	4.890	0.0134 J	<0.0146	<0.0568	<0.0148
BH-21A	9/15/16	30-32.5	0.0109 J	<0.0128	<0.0142	<0.0552	<0.014
BH-25	9/15/16	2.5-5	<0.0106	<0.0129	<0.0143	<0.0559	<0.0146
BH-25	9/15/16	7.5-10	<0.0106	<0.0129	<0.0142	<0.0555	<0.0145
BH-25	9/15/16	10-12.5	<0.0107	0.0220 J	<0.0144	<0.0560	<0.0146
BH-25	9/15/16	17.5-20	<0.0108	<0.0132	<0.0146	<0.0568	<0.0149
BH-25	9/15/16	20-22.5	<0.0106	<0.0129	<0.0143	<0.0559	<0.0146
BH-25	9/15/16	25-26.5	0.0266	<0.0132	<0.0147	<0.0571	<0.0149
BH-25	9/15/16	30-32.5	<0.0106	<0.0129	<0.0143	<0.0559	<0.0146
BH-28	9/15/16	2.5-5	<0.0108	<0.0132	<0.0146	<0.0569	<0.0149
BH-28	9/15/16	5-7.5	<0.0106	<0.0129	<0.0143	<0.0556	<0.0145
BH-28	9/15/16	12.5-15	0.0541	0.263	3.300	3.600	<0.0147
BH-28	9/15/16	15-17.5	0.0345	0.106	2.000	0.860	<0.0143
BH-28	9/15/16	20-22.5	0.0928	0.200	3.070	3.050	<0.0151
BH-28	9/15/16	25-27.5	<0.0106	<0.0129	<0.0143	<0.0559	<0.0146
BH-29	9/15/16	2.5-5	<0.0116	<0.0142	<0.0157	<0.0612	<0.0160
BH-29	9/15/16	7.5-10	<0.0107	<0.0130	<0.0144	<0.0561	<0.0147
BH-29A	9/15/16	10-12.5	<0.0108	<0.0132	<0.0146	<0.0570	<0.0149
BH-29A	9/15/16	15-20	<0.0108	<0.0132	<0.0146	<0.0569	<0.0149
BH-29A	9/15/16	22.5-25	<0.0107	<0.0130	<0.0144	<0.0562	<0.0147
BH-29A	9/15/16	27.5-30	<0.0105	<0.0128	<0.0142	<0.0554	<0.0145
BH-29A	9/15/16	32.5-35	<0.0107	<0.0131	<0.0145	<0.0563	<0.0147
BH-30	9/26/16	2.5-5	<0.0105	<0.0128	<0.0142	<0.0553	<0.0145
BH-30	9/26/16	7.5-10	<0.0110	<0.0133	<0.0148	<0.0576	<0.0151
BH-30	9/26/16	12.5-15	<0.0106	<0.0129	<0.0143	<0.0557	<0.0146
BH-30	9/26/16	15-17.5	<0.0106	<0.0129	<0.0142	<0.0555	<0.0145

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC**

**1196 State Street**

**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			12	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			0.8	650	400	320	8,800
Inhalation - Industrial/Commercial			1.6	650	400	320	8,800
Inhalation - Construction Worker			2.2	42	58	5.6	140
SCGIER - Class I Groundwater			0.03	12	13	150	0.32
SCGIER - Class II Groundwater			0.17	29	19	150	0.32
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	110	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
BH-30A	9/26/16	22.5-25	<0.0103	<0.0125	<0.0139	<0.0541	<0.0141
BH-30A	9/26/16	27.5-30	<0.0106	<0.0129	<0.0143	<0.0558	<0.0146
BH-31	9/26/16	2.5-5	<0.0114	<0.0139	<0.0154	<0.0600	<0.0157
BH-31	9/26/16	5-7.5	<0.0123	<0.0150	0.121	5.680	<0.0169
BH-31	9/26/16	12.5-15	<0.0107	<0.0130	<0.0144	<0.0560	<0.0146
BH-31	9/26/16	15-17.5	<0.0105	<0.0127	<0.0141	<0.0550	<0.0144
BH-31	9/26/16	22.5-25	<0.0109	<0.0133	<0.0147	<0.0573	<0.0150
BH-31	9/26/16	25-27.5	<0.0109	<0.0132	<0.0147	<0.0571	<0.0149
BH-32	7/6/17	2.5-5	<0.0116	<0.0141	<0.0156	<0.0610	<0.0159
BH-32	7/6/17	5-7.5	<0.0113	<0.0137	<0.0152	<0.0591	<0.0154
BH-32	7/6/17	12.5-15	<0.0109	<0.0132	<0.0147	<0.0571	<0.0149
BH-32	7/6/17	15-17.5	<0.0107	<0.0130	<0.0144	<0.0561	<0.0147
BH-32	7/6/17	20-22.5	<0.0107	<0.0130	<0.0144	<0.0560	<0.0146
BH-32	7/6/17	27.5-30	<0.0105	<0.0128	0.0154 J	<0.0553	<0.0144
BH-32	7/6/17	30-30.5	<0.0111	<0.0136	<0.0150	<0.0585	<0.0153
BH-33	7/6/17	2.5-5	<0.0112	<0.0137	<0.0151	<0.0590	<0.0154
BH-33	7/6/17	7.5-10	<0.0114	<0.0139	<0.0154	<0.0601	<0.0157
BH-33	7/6/17	12.5-15	<0.0111	<0.0135	<0.0149	<0.0581	<0.0152
BH-33	7/6/17	15-17.5	<0.0110	<0.0134	<0.0149	<0.0579	<0.0151
BH-33	7/6/17	22.5-25	<0.0107	<0.0131	<0.0145	<0.0563	<0.0147
BH-33	7/6/17	25-27.5	<0.0106	<0.0129	<0.0142	<0.0555	<0.0145
BH-34	7/6/17	0.75-2.5	<0.0108	<0.0131	<0.0145	<0.0565	<0.0148
BH-34	7/6/17	7.5-10	<0.0107	<0.0131	<0.0145	<0.0564	<0.0147
BH-34	7/6/17	10-12.5	<0.0108	<0.0132	<0.0146	<0.0569	<0.0149
BH-34	7/6/17	17.5-20	<0.0108	<0.0131	<0.0145	<0.0567	<0.0148
BH-34	7/6/17	20-22.5	<0.0106	<0.0129	<0.0143	<0.0558	<0.0146
BH-34	7/6/17	25-27.5	<0.0107	<0.0130	<0.0144	<0.0562	<0.0147
BH-34	7/6/17	30-32.5	<0.0105	<0.0128	<0.0141	<0.0551	<0.0144
BH-35	7/6/17	0.5-2.5	<0.0128	<0.0156	<0.0173	<0.0675	<0.0176
BH-35	7/6/17	7.5-10	<0.0109	<0.0132	<0.0147	<0.0572	<0.0149
BH-35	7/6/17	12.5-15	<0.0108	<0.0132	<0.0146	<0.0569	<0.0149
BH-35	7/6/17	15-17.5	<0.0110	<0.0134	<0.0148	<0.0578	<0.0151

**Exhibit C-1**

**Soil Analytical Results - BTEX and MTBE**

**BOI, LLC  
1196 State Street  
Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes			Indicator Contaminants and Tier 1 SROs				
			Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)
Soil Ingestion - Residential			<b>12</b>	16,000	7,800	16,000	780
Soil Ingestion - Industrial/Commercial			100	410,000	200,000	410,000	20,000
Soil Ingestion - Construction Worker			2,300	410,000	20,000	41,000	2,000
Inhalation - Residential			<b>0.8</b>	650	400	320	8,800
Inhalation - Industrial/Commercial			<b>1.6</b>	650	400	320	8,800
Inhalation - Construction Worker			<b>2.2</b>	<b>42</b>	58	<b>5.6</b>	140
SCGIER - Class I Groundwater			<b>0.03</b>	<b>12</b>	<b>13</b>	<b>150</b>	<b>0.32</b>
SCGIER - Class II Groundwater			<b>0.17</b>	<b>29</b>	<b>19</b>	<b>150</b>	<b>0.32</b>
Soil Saturation Limit - Outdoor Inhalation			800	580	350	280	8,400
Soil Saturation Limit - SCGIER			580	290	150	<b>110</b>	11,000
Sample Location	Sample Date	Sample Depth (feet bls)	Analytical Results				
BH-35	7/6/17	20-22.5	<0.0107	<0.0131	<0.0145	<0.0564	<0.0147
BH-35	7/6/17	25-27.5	<0.0106	<0.0129	<0.0142	<0.0555	<0.0145
BH-35	7/6/17	30-35	<0.0104	<0.0127	<0.0141	<0.0548	<0.0143

**Notes:**

- 1) **Bold** = detected concentration exceeds the Tier 1 SROs listed in 35 IAC Part 742
- 2) Shaded cells = not analyzed or sample location was excavated
- 3) J = estimated concentration above the adjusted method detection limit and below the adjusted reporting limit
- 4) For the soil ingestion and outdoor inhalation exposure routes, the SROs for industrial/commercial land use and construction workers were utilized for on-site sample locations, and residential land use and construction workers for off-site sample locations.
- 5) For the SCGIER, Class I SROs were utilized for on-site and off-site sample locations.

Exhibit C-2

Soil Analytical Results - PAHs

BOI, LLC  
1196 State Street  
Lemont, Cook County, Illinois 60439

Tier 1 Exposure Routes		Indicator Contaminants and Tier 1 SROs															
		Acenaphthene (mg/kg)	Acenaphthylene (mg/kg)	Anthracene (mg/kg)	Benzo (a) anthracene (mg/kg)	Benzo (a) pyrene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Chrysene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Fluoranthene (mg/kg)	Fluorene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)	Naphthalene (mg/kg)	Phenanthrene (mg/kg)	Pyrene (mg/kg)
Soil Ingestion - Residential	4,700	2,300	23,000	1.8 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2,300	9	88	0.42 <sup>(b)</sup>	3,100	3,100	1.6 <sup>(b)</sup>	1,600	2,300	2,300	
Soil Ingestion - Industrial/Commercial	120,000	61,000	610,000	8	2.1 <sup>(b)</sup>	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000	
Soil Ingestion - Construction Worker	120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000	
Inhalation - Residential	---	---	---	---	---	---	---	---	---	---	---	---	---	170	---	---	
Inhalation - Industrial/Commercial	---	---	---	---	---	---	---	---	---	---	---	---	---	270	---	---	
Inhalation - Construction Worker	---	---	---	---	---	---	---	---	---	---	---	---	---	1.8	---	---	
SOGIER - Class I Groundwater	570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200	
Sample Location		Sample Date	Sample Depth (feet bis)	Analytical Results													
EX-1	11/25/14	7-8	<0.0992	<0.0887	<0.103	<0.0687	<0.0709	<0.0992	<0.0755	<0.110	<0.0917	<0.0727	<0.0992	<0.0754	3.330	<0.0992	<0.0992
EX-2	11/25/14	7-8	<0.213	<0.190	<0.221	<0.147	<0.152	<0.213	<0.162	<0.235	<0.197	<0.156	<0.213	<0.162	5.470	<0.213	<0.213
EX-3	11/25/14	7-8	<0.504	<0.451	<0.523	<0.350	<0.361	<0.504	<0.384	<0.558	<0.466	<0.370	<0.504	<0.383	14.500	<0.504	<0.504
B-1	11/25/14	12-13	<0.0500	<0.0447	<0.0518	<0.0346	<0.0357	<0.0500	<0.0381	<0.0553	<0.0462	<0.0367	<0.0500	<0.0380	1.750	<0.0500	<0.0500
B-2	11/25/14	12-13	<0.0504	<0.0451	<0.0522	<0.0349	<0.0349	<0.0504	<0.0384	<0.0557	<0.0466	<0.0369	<0.0504	<0.0383	1.180	<0.0504	<0.0504
B-3	11/25/14	7-8	<0.0489	<0.0437	<0.0507	<0.0339	<0.0350	<0.0489	<0.0372	<0.0541	<0.0452	<0.0359	<0.0489	<0.0371	1.070	<0.0489	<0.0489
B-4	11/25/14	7-8	<0.0492	<0.0440	<0.0510	<0.0341	<0.0352	<0.0492	<0.0374	<0.0544	<0.0452	<0.0361	<0.0492	<0.0374	0.875	<0.0492	<0.0492
Backfill #1	11/25/14	2.5-3	<0.108	<0.0963	<0.112	<0.0746	<0.0770	<0.108	<0.0820	<0.119	<0.0995	<0.0789	<0.108	<0.0818	3.420	<0.108	<0.108
PL-1	11/26/14	2.5-3	<0.435	<0.389	<0.451	<0.301	<0.311	<0.435	<0.331	<0.481	<0.402	<0.319	<0.435	<0.330	8.440	<0.435	<0.435
PL-2	11/26/14	2.5-3	<0.432	<0.386	<0.448	<0.299	<0.309	<0.432	<0.329	<0.478	<0.399	<0.317	<0.432	<0.328	15.000	<0.432	<0.432
PL-3	11/26/14	2.5-3	<0.140	<0.125	<0.145	<0.0972	<0.100	<0.140	<0.107	<0.155	<0.130	<0.103	<0.140	<0.107	6.710	<0.140	<0.140
B-5	11/26/14	7-8	<0.0782	<0.0700	<0.0811	<0.0542	<0.0559	<0.0782	<0.0596	<0.0866	<0.0723	<0.0574	<0.0782	<0.0594	2.160	<0.0782	<0.0782
B-6	11/26/14	7-8	<0.010	<0.0089	<0.0103	<0.0069	<0.0071	<0.010	<0.0076	<0.0110	<0.0092	<0.0073	<0.010	<0.0076	0.296	<0.010	<0.010
EX-4	11/26/14	4-5	<0.127	<0.114	<0.132	<0.0880	<0.0908	<0.127	<0.0967	<0.140	<0.117	<0.0931	<0.127	<0.0965	8.600	<0.127	<0.127
EX-5	11/26/14	4-5	<0.427	<0.382	<0.443	<0.296	<0.306	<0.427	<0.325	<0.473	<0.395	<0.313	<0.427	<0.325	20.700	<0.427	<0.427
EX-6	11/26/14	4-5	<0.431	<0.386	<0.447	<0.299	<0.309	<0.431	<0.329	<0.478	<0.399	<0.317	<0.431	<0.328	20.900	<0.431	<0.431
Backfill #2	11/26/14		<0.0497	<0.0445	<0.0515	<0.0344	<0.0355	<0.0497	<0.0378	<0.0550	<0.0459	<0.0364	<0.0497	<0.0377	0.962	<0.0497	<0.0497
EX-1	4/22/15	7-8	<0.0483	<0.0432	<0.0501	<0.0335	<0.0346	<0.0483	<0.0368	<0.0535	<0.0447	<0.0355	<0.0483	<0.0367	1.240	<0.0483	<0.0483
EX-2	4/22/15	7-8	<0.0097	<0.0086	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0089	<0.0071	<0.0097	<0.0073	0.777	<0.0097	<0.0097
B-1	4/22/15	15.5	<0.0095	<0.0085	<0.0099	<0.0066	<0.0068	<0.0095	<0.0072	<0.0105	<0.0088	<0.0070	<0.0095	<0.0072	<0.0095	<0.0095	<0.0095
B-2	4/22/15	16	<0.0101	<0.0090	<0.0104	<0.0070	<0.0072	<0.0101	<0.0077	<0.0111	<0.0093	<0.0074	<0.0101	<0.0076	<0.0101	<0.0101	<0.0101
B-3	4/22/15	16	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0106	<0.0089	<0.0070	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
B-4	4/23/15	16.5	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0107	<0.0089	<0.0071	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
B-5	4/23/15	15	<0.0096	<0.0086	<0.0099	<0.0067	<0.0069	<0.0096	<0.0073	<0.0106	<0.0089	<0.0070	<0.0096	<0.0073	<0.0096	<0.0102	<0.0096
EX-3	4/23/15	7-8	<0.0956	<0.0855	<0.0991	<0.0663	<0.0684	<0.0956	<0.0728	<0.106	<0.0884	<0.0701	<0.0956	<0.0726	3.890	<0.0956	<0.0956
EX-4	4/23/15	7-8	<0.0482	<0.0431	<0.0500	<0.0334	<0.0345	<0.0482	<0.0367	<0.0533	<0.0446	<0.0353	<0.0482	<0.0366	2.100	<0.0482	<0.0482
B-6	4/24/15	19	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0106	<0.0089	<0.0070	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096

**Exhibit C-2**  
**Soil Analytical Results - PAHs**  
**BOI, LLC**  
**1196 State Street**  
**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes	Indicator Contaminants and Tier 1 SROs																
	Acenaphthene (mg/kg)	Acenaphthylene (mg/kg)	Anthracene (mg/kg)	Benzo (a) anthracene (mg/kg)	Benzo (a) pyrene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Chrysene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Fluoranthene (mg/kg)	Fluorene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)	Naphthalene (mg/kg)	Phenanthrene (mg/kg)	Pyrene (mg/kg)	
Soil Ingestion - Residential	4,700	2,300	23,000	1.8 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2,300	9	88	0.42 <sup>(b)</sup>	3,100	3,100	1.6 <sup>(b)</sup>	1,600	2,300	2,300	
Soil Ingestion - Industrial/Commercial	120,000	61,000	610,000	8	2.1 <sup>(b)</sup>	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000	
Soil Ingestion - Construction Worker	120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000	
Inhalation - Residential	***	***	***	***	***	***	***	***	***	***	***	***	***	170	***	***	
Inhalation - Industrial/Commercial	***	***	***	***	***	***	***	***	***	***	***	***	***	270	***	***	
Inhalation - Construction Worker	***	***	***	***	***	***	***	***	***	***	***	***	***	1.8	***	***	
SOGLIER - Class I Groundwater	570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200	
Sample Location	Sample Date	Sample Depth (feet bis)	Analytical Results														
B-7	4/24/15	19	<0.0094	<0.0084	<0.0098	<0.0065	<0.0067	<0.0094	<0.0072	<0.0104	<0.0087	<0.0069	<0.0072	<0.0094	<0.0076	<0.0094	<0.0094
B-8	4/27/15	16	<0.0099	<0.0089	<0.0103	<0.0069	<0.0071	<0.0099	<0.0076	<0.0110	<0.0092	<0.0073	<0.0076	<0.0099	<0.0076	<0.0099	<0.0099
B-9	4/27/15	15	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0107	<0.0089	<0.0071	<0.0073	<0.0096	<0.0073	<0.0096	<0.0096
B-10	4/28/15	15.5	<0.0096	<0.0086	<0.0099	<0.0066	<0.0068	<0.0096	<0.0073	<0.0106	<0.0088	<0.0070	<0.0073	<0.0096	<0.0073	<0.0096	<0.0096
B-11	4/28/15	17	<0.0097	<0.0086	<0.0100	0.0110	0.0090	0.0110	0.0088	0.0107	0.0191	0.0252	<0.0097	0.0308	0.0182	J	0.0236
B-12	4/29/15	18	<0.0094	<0.0084	<0.0097	<0.0065	<0.0067	<0.0094	<0.0072	<0.0104	<0.0087	<0.0069	<0.0071	<0.0094	<0.0071	<0.0094	<0.0094
EX-5	4/29/15	4-5	<0.391	<0.350	<0.405	<0.271	<0.279	<0.391	<0.298	<0.432	<0.361	<0.287	<0.297	9.120	<0.391	<0.391	<0.391
EX-6	4/29/15	4-5	<0.391	<0.350	<0.405	<0.271	<0.280	<0.391	<0.298	<0.433	<0.362	<0.287	<0.297	10.900	<0.391	<0.391	<0.391
B-13	4/29/15	15.5	<0.0097	<0.0086	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0089	<0.0071	<0.0073	<0.0097	<0.0129	<0.0097	<0.0097
EX-7	4/30/15	4-5	<0.103	<0.0923	<0.107	<0.0715	<0.0737	<0.103	<0.0785	<0.114	<0.0954	<0.0756	<0.0783	3.290	<0.103	<0.103	<0.103
B-14	4/30/15	15.5	<0.0097	<0.0087	<0.010	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0090	<0.0071	<0.0074	<0.0097	<0.0097	<0.0097	<0.0097
EX-8	4/30/15	4-5	<0.197	<0.176	<0.204	<0.136	<0.141	<0.197	<0.150	<0.218	<0.182	<0.144	<0.149	3.750	<0.197	<0.197	<0.197
B-15	5/1/15	15.5	<0.0193	<0.0172	<0.0200	<0.0134	<0.0138	<0.0193	<0.0147	<0.0213	<0.0178	<0.0141	<0.0146	0.0230	<0.0193	<0.0193	<0.0193
B-16	5/1/15	17.5	<0.0094	<0.0084	<0.0097	<0.0065	<0.0067	<0.0094	<0.0071	<0.0104	<0.0087	<0.0069	<0.0071	<0.0094	<0.0094	<0.0094	<0.0094
B-17	5/1/15	15.5	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0106	<0.0089	<0.0070	<0.0073	<0.0096	0.0099	<0.0096	<0.0096
EX-9	5/4/15	4-5	<0.0865	<0.0774	<0.0897	<0.0600	<0.0619	0.108	<0.0659	<0.0957	<0.0800	<0.0635	<0.0657	1.970	<0.0865	<0.0865	<0.0865
B-18	5/4/15	15.5	<0.0098	<0.0087	<0.0101	<0.0068	<0.0069	<0.0098	<0.0074	<0.0108	<0.0090	<0.0072	<0.0074	<0.0098	<0.0098	<0.0098	<0.0098
B-19	5/4/15	15.5	<0.0097	<0.0087	<0.0101	<0.0067	<0.0069	<0.0097	<0.0074	<0.0108	<0.0090	<0.0071	<0.0074	<0.0097	<0.0097	<0.0097	<0.0097
B-20	5/4/15	14	<0.0096	<0.0086	<0.0099	<0.0066	<0.0068	<0.0096	<0.0073	<0.0106	<0.0089	<0.0070	<0.0073	<0.0096	<0.0096	<0.0096	<0.0096
EX-10	5/6/15	8-9	<0.0096	<0.0085	<0.0099	<0.0066	<0.0068	0.0169	<0.0073	<0.0106	<0.0088	<0.0070	<0.0073	<0.0096	<0.0095	<0.0095	<0.0095
EX-21	5/6/15	15.5	<0.0100	<0.0090	<0.0104	<0.0069	<0.0072	0.0130	<0.0076	<0.0111	<0.0093	<0.0073	<0.0076	<0.0100	<0.0100	<0.0100	<0.0100
B-22	5/7/15	15.5	<0.0098	<0.0088	<0.0102	<0.068	<0.0070	0.0128	0.0075	<0.0109	<0.0091	<0.0072	<0.0075	<0.0098	<0.0098	<0.0098	<0.0098
B-23	5/7/15	15.5	<0.0099	<0.0088	<0.0102	<0.068	<0.0071	0.0128	<0.0075	<0.0109	<0.0091	<0.0072	<0.0075	<0.0099	<0.0099	<0.0099	<0.0099
B-24	5/8/15	9	<0.0094	<0.0084	<0.0097	<0.0065	<0.0067	<0.0094	<0.0072	<0.0104	<0.0087	<0.0069	<0.0071	<0.0094	<0.0094	<0.0094	<0.0094
B-25	5/8/15	15.5	<0.0096	<0.0086	<0.0100	<0.0067	<0.0069	<0.0096	<0.0073	<0.0107	<0.0089	<0.0071	<0.0073	<0.0096	0.0165	J	<0.0096
B-26	5/8/15	15	<0.0097	<0.0087	<0.0101	<0.0067	<0.0070	<0.0097	<0.0074	<0.0108	<0.0090	<0.0071	<0.0074	<0.0097	<0.0097	<0.0097	<0.0097
EX-11	5/8/15	3-4	<0.0107	<0.0096	<0.0111	0.0094	0.0115	0.0141	0.0100	<0.0118	0.0178	<0.0078	0.0246	<0.0107	<0.0107	<0.0107	0.0193

Exhibit C-2

Soil Analytical Results - PAHs

BOI, LLC  
 1196 State Street  
 Lemont, Cook County, Illinois 60439

Sample Location	Sample Date	Sample Depth (feet bis)	Indicator Contaminants and Tier 1 SROs														
			Acenaphthene (mg/kg)	Acenaphthylene (mg/kg)	Anthracene (mg/kg)	Benzo (a) anthracene (mg/kg)	Benzo (a) pyrene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Chrysene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Fluoranthene (mg/kg)	Fluorene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)	Naphthalene (mg/kg)	Phenanthrene (mg/kg)
Soil Ingestion - Residential	4,700	2,300	23,000	1.8 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2,300	9	88	0.42 <sup>(b)</sup>	3,100	3,100	1,600	1.6 <sup>(b)</sup>	1,600	2,300	2,300
Soil Ingestion - Industrial/Commercial	120,000	61,000	610,000	8	2.1 <sup>(b)</sup>	8	61,000	78	780	0.8	82,000	82,000	41,000	8	41,000	61,000	61,000
Soil Ingestion - Construction Worker	120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	4,100	170	4,100	61,000	61,000
Inhalation - Residential	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Inhalation - Industrial/Commercial	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
Inhalation - Construction Worker	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SCGIER - Class I Groundwater	570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	12	14	1.8	210	4,200
			Analytical Results														
EX-12	5/8/15	3-4	<0.0107	<0.0096	<0.0111	<0.0074	<0.0076	<0.0107	<0.0081	<0.0118	<0.0099	<0.0107	<0.0107	<0.0081	<0.0107	<0.0107	<0.0107
EX-13	5/13/15	4-5	<0.0103	<0.0092	<0.0107	<0.0072	<0.0074	<0.0103	<0.0079	<0.0114	<0.0095	<0.0103	<0.0103	<0.0078	<0.0103	<0.0103	<0.0103
B-27	5/13/15	14	<0.0097	<0.0087	<0.0101	<0.0067	<0.0070	<0.0097	<0.0074	<0.0108	<0.0090	<0.0097	<0.0097	<0.0074	<0.0097	0.0097	<0.0097
B-29	5/13/15	9	<0.0098	<0.0087	<0.0101	<0.0068	<0.0070	<0.0098	<0.0074	<0.0108	<0.0090	<0.0098	<0.0098	<0.0074	<0.0098	<0.0098	<0.0098
EX-14	5/14/15	4-5	<0.0106	<0.0095	<0.0110	0.0101	0.0157	0.0175	0.0168	0.0201	0.0201	0.0384	<0.0106	0.0137	<0.0106	0.0183	0.0276
B-28	5/14/15	13	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0106	<0.0089	<0.0096	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
B-30	5/14/15	11	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0106	<0.0089	<0.0096	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
B-31	5/14/15	11	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0106	<0.0089	<0.0096	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
EX-15	5/15/15	8-9	<0.0097	<0.0087	<0.0101	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0090	<0.0097	<0.0097	<0.0074	<0.0097	<0.0097	<0.0097
B-32	5/15/15	11	<0.0097	<0.0086	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0089	<0.0097	<0.0097	<0.0073	<0.0097	<0.0097	<0.0097
B-33	5/15/15	11	<0.0097	<0.0086	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0089	<0.0097	<0.0097	<0.0073	<0.0097	<0.0097	<0.0097
B-34	5/15/15	11	<0.0099	<0.0088	<0.0102	<0.0068	<0.0071	<0.0099	<0.0075	<0.0109	<0.0091	<0.0099	<0.0099	<0.0075	<0.0099	<0.0099	<0.0099
Overburden 1	5/15/15		<0.0203	<0.0182	<0.0211	0.0410	0.0476	0.0432	0.0410	0.0470	0.0505	0.0948	<0.0203	0.0360	0.691	0.0417	0.0748
B-35	5/18/15	12	<0.0097	<0.0087	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0090	<0.0097	<0.0097	<0.0074	<0.0097	<0.0097	<0.0097
EX-16	5/18/15	9-10	<0.010	<0.0089	<0.0103	<0.0069	<0.0071	<0.010	<0.0076	<0.0110	<0.0092	<0.010	<0.0076	<0.010	<0.010	<0.010	<0.010
EX-17	5/18/15	9-10	<0.0097	<0.0087	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0089	<0.0097	<0.0097	<0.0073	<0.0097	<0.0097	<0.0097
B-36	5/18/15	12	<0.0097	<0.0087	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0108	<0.0090	<0.0097	<0.0097	<0.0073	<0.0097	<0.0097	<0.0097
Overburden-2	5/18/15		<0.0098	<0.0088	0.0113	0.0478	0.0659	0.0726	0.0609	0.0690	0.0759	0.135	<0.0098	0.0495	0.208	0.582	0.110
B-37	5/19/15	14	<0.0097	<0.0087	<0.0101	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0090	<0.0097	<0.0097	<0.0074	<0.0097	<0.0097	<0.0097
B-38	5/19/15	14	<0.0093	<0.0083	<0.0097	<0.0065	<0.0067	<0.0093	<0.0071	<0.0103	<0.0086	<0.0093	<0.0093	<0.0071	<0.0093	<0.0093	<0.0093
B-39	5/19/15	12	<0.0109	<0.0097	<0.0113	0.0250	0.0282	0.0300	0.0226	0.0274	0.0345	0.0825	<0.0109	0.0200	<0.0109	0.0379	0.0564
EX-18	5/19/15	3-4	<0.0104	<0.0093	<0.0108	<0.0072	<0.0074	<0.0104	<0.0079	<0.0115	<0.0096	<0.0104	<0.0104	<0.0079	<0.0104	<0.0104	<0.0104
EX-19	5/19/15	3-4	<0.0104	<0.0093	<0.0108	<0.0072	<0.0074	<0.0104	<0.0079	<0.0115	<0.0096	<0.0104	<0.0104	<0.0079	<0.0104	<0.0104	<0.0104
B-40	5/22/15	13	<0.0096	<0.0086	<0.010	<0.0067	<0.0069	<0.0096	<0.0073	<0.0107	<0.0089	<0.0096	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
B-41	5/27/15	15	<0.0095	<0.0085	<0.0099	<0.0066	<0.0068	<0.0095	<0.0072	<0.0105	<0.0088	<0.0095	<0.0095	<0.0072	<0.0095	<0.0118	<0.0095
EX-20	5/27/15	3-4	<0.0015	<0.0103	0.0433	0.296	0.365	0.471	0.295	0.339	0.429	0.567	<0.0115	0.257	0.0398	0.126	0.494
EX-21	5/27/15	3-4	<0.0700	<0.0626	<0.0726	<0.0485	<0.0500	<0.0700	<0.0533	<0.0774	<0.0647	<0.0700	<0.0700	<0.0532	1.210	<0.0700	<0.0700

**Exhibit C-2**  
**Soil Analytical Results - PAHs**  
**BOI, LLC**  
**1196 State Street**  
**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes	Indicator Contaminants and Tier 1 SROs																
	Acenaphthene (mg/kg)	Acenaphthylene (mg/kg)	Anthracene (mg/kg)	Benzo (a) anthracene (mg/kg)	Benzo (a) pyrene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Chrysene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Fluoranthene (mg/kg)	Fluorene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)	Naphthalene (mg/kg)	Phenanthrene (mg/kg)	Pyrene (mg/kg)	
Soil Ingestion - Residential	4,700	2,300	23,000	1.8 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2,300	9	88	0.42 <sup>(b)</sup>	3,100	3,100	1.6 <sup>(b)</sup>	1,600	2,300	2,300	
Soil Ingestion - Industrial/Commercial	120,000	61,000	610,000	8	2.1 <sup>(b)</sup>	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000	
Soil Ingestion - Construction Worker	120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000	
Inhalation - Residential	***	***	***	***	***	***	***	***	***	***	***	***	***	170	***	***	
Inhalation - Industrial/Commercial	***	***	***	***	***	***	***	***	***	***	***	***	***	270	***	***	
Inhalation - Construction Worker	***	***	***	***	***	***	***	***	***	***	***	***	***	1.8	***	***	
SOGIER - Class I Groundwater	570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200	
Sample Location	Sample Date	Sample Depth (feet bis)	Analytical Results														
EX-22	5/27/15	4-5	<0.0112	<0.0100	<0.0116	<0.0078	<0.0080	<0.0112	<0.0085	<0.0124	<0.0104	<0.0112	<0.0112	<0.0085	0.367	<0.0112	<0.0112
B-42	5/27/15	12.5	<0.0098	<0.0088	<0.0102	<0.0068	<0.0070	<0.0098	<0.0075	<0.0108	<0.0091	<0.0098	<0.0098	<0.0074	0.0322	<0.0098	<0.0098
B-43	5/27/15	12.5	<0.0097	<0.0087	<0.0101	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0090	<0.0097	<0.0097	<0.0074	<0.0097	<0.0097	<0.0097
B-44	5/27/15	15	<0.0097	<0.0087	<0.0100	0.0083 J	0.0113 J	0.0130 J	0.0086 J	0.0107	0.0136 J	<0.0097	<0.0097	<0.0074	<0.0097	<0.0097	0.0116 J
B-45	5/28/15	12.5	<0.0097	<0.0087	<0.0101	<0.0067	<0.0070	<0.0097	<0.0074	<0.0108	<0.0090	<0.0097	<0.0097	<0.0074	<0.0097	<0.0097	<0.0097
EX-23	5/28/15	8.5-9.5	<0.0097	<0.0087	<0.0101	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0090	<0.0097	<0.0097	<0.0074	<0.0097	<0.0097	<0.0097
EX-24	5/28/15	3-4	<0.0106	<0.0095	<0.0110	0.0286	0.0374	0.0401	0.0361	0.0394	0.0432	0.0795	<0.0074	<0.0097	0.0506	0.0190 J	0.0721
B-46	6/5/15	14.5	<0.0096	<0.0086	<0.0100	<0.0067	<0.0069	<0.0096	<0.0073	<0.0107	<0.0089	<0.0096	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
EX-25	6/5/15	10-11	<0.0096	<0.0086	<0.0099	<0.0066	<0.0068	<0.0096	<0.0073	<0.0106	<0.0088	<0.0096	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096
EX-26	6/5/15	3.5-5	<0.0098	<0.0088	<0.0101	<0.0068	<0.0070	<0.0098	<0.0075	<0.0108	<0.0090	<0.0098	<0.0074	<0.0098	<0.0098	<0.0098	<0.0098
EX-27	6/8/15	8.5-9.5	<0.0096	<0.0086	<0.0100	<0.0067	<0.0069	<0.0096	<0.0073	<0.0107	<0.0089	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096	<0.0096
EX-28	6/8/15	3-4	<0.0099	<0.0088	<0.0102	<0.0068	<0.0070	<0.0099	<0.0075	<0.0109	<0.0091	<0.0099	<0.0075	<0.0099	<0.0099	<0.0099	<0.0099
EX-28	6/8/15	8-9	<0.0096	<0.0086	<0.0100	<0.0067	<0.0069	<0.0096	<0.0073	<0.0107	<0.0089	<0.0096	<0.0073	<0.0096	<0.0096	<0.0096	<0.0096
BH-21	6/17/15	10-12.5	<0.0768	<0.0687	<0.0797	<0.0533	<0.0549	<0.0768	<0.0585	<0.0850	<0.0710	<0.0768	<0.0584	1.440	<0.0768	<0.0768	
BH-22	9/8/15	7.5-10	<0.0098	<0.0088	<0.0101	<0.0068	<0.0070	<0.0098	<0.0075	<0.0108	<0.0091	<0.0098	<0.0074	0.0674	<0.0098	<0.0098	
BH-22	9/8/15	25.5-27	<0.0095	<0.0085	<0.0098	<0.0066	<0.0068	<0.0095	<0.0072	<0.0105	<0.0088	<0.0095	<0.0072	<0.0095	<0.0095	<0.0095	
BH-23	9/8/15	25-26.5	<0.0099	<0.0089	<0.0103	<0.0069	<0.0071	<0.0099	<0.0075	<0.0109	<0.0091	<0.0099	<0.0075	0.0156 J	<0.0099	<0.0099	
BH-23	9/8/15	28.5-30	<0.0097	<0.0086	<0.0100	<0.0067	<0.0069	<0.0097	<0.0074	<0.0107	<0.0089	<0.0097	<0.0073	<0.0097	<0.0097	<0.0097	
BH-24	9/8/15	4-6	<0.0101	<0.0090	<0.0104	<0.0070	<0.0072	<0.0101	<0.0077	<0.0112	<0.0093	<0.0101	<0.0077	0.153	<0.0101	<0.0101	
BH-24	9/8/15	13.5-15	<0.0101	<0.0090	<0.0105	<0.0070	<0.0072	<0.0101	<0.0077	<0.0112	<0.0093	<0.0101	<0.0077	<0.0101	<0.0101	<0.0101	
BH-22A	9/14/16	2.5-5	<0.0046	<0.0039	<0.0068	<0.0037	<0.0030	<0.0033	<0.0024	<0.0030	<0.0040	<0.0062	<0.0026	<0.010	<0.0138	<0.0053	
BH-22A	9/14/16	10-12.5	<0.0045	<0.0038	<0.0066	0.0048 J	0.0052 J	0.0076 J	0.0041 J	0.0064 J	0.0132	0.0152 J	0.0034 J	<0.0097	0.0172 J	0.0111 J	
BH-22A	9/14/16	15-17.5	<0.0046	<0.0039	<0.0068	<0.0038	<0.0030	0.0034 J	0.0041 J	<0.0030	0.0084 J	<0.0062	<0.0026	0.0937	0.0146 J	<0.0054 J	
BH-22A	9/14/16	20-23	<0.0046	<0.0039	<0.0068	<0.0037	0.0034 J	0.0058 J	0.0039 J	<0.0030	0.0084 J	<0.0062	<0.0026	0.165	0.0146 J	<0.0054 J	
BH-23A	9/14/16	2.5-5	<0.0055	<0.0047	<0.0081	<0.0045	<0.0035	<0.0040	<0.0029	<0.0035	<0.0048	<0.0074	<0.0058	<0.0119	<0.0165	<0.0064	
BH-23A	9/14/16	5-7.5	<0.0048	<0.0041	<0.0071	<0.0039	<0.0031	<0.0035	<0.0025	<0.0031	<0.0042	<0.0064	<0.0051	<0.0104	<0.0144	<0.0056	
BH-23A	9/14/16	10-12.5	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	0.0070 J	<0.0026	<0.0048	<0.0098	<0.0135	<0.0052	

Exhibit C-2

Soil Analytical Results - PAHs

BOI, LLC  
 1196 State Street  
 Lemont, Cook County, Illinois 60439

Tier 1 Exposure Routes	Indicator Contaminants and Tier 1 SROs															
	Acenaphthene (mg/kg)	Acenaphthylene (mg/kg)	Anthracene (mg/kg)	Benzo (a) anthracene (mg/kg)	Benzo (a) pyrene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Chrysene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Fluoranthene (mg/kg)	Fluorene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)	Naphthalene (mg/kg)	Phenanthrene (mg/kg)	Pyrene (mg/kg)
Soil Ingestion - Residential	4,700	2,300	23,000	1.8 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2,300	9	88	0.42 <sup>(b)</sup>	3,100	3,100	1.6 <sup>(b)</sup>	1,600	2,300	2,300
Soil Ingestion - Industrial/Commercial	120,000	61,000	610,000	8	2.1 <sup>(b)</sup>	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000
Soil Ingestion - Construction Worker	120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000
Inhalation - Residential	***	***	***	***	***	***	***	***	***	***	***	***	***	170	***	***
Inhalation - Industrial/Commercial	***	***	***	***	***	***	***	***	***	***	***	***	***	270	***	***
Inhalation - Construction Worker	***	***	***	***	***	***	***	***	***	***	***	***	***	1.8	***	***
SOGIER - Class I Groundwater	570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200
Sample Location	Sample Date	Sample Depth (feet bis)	Analytical Results													
BH-23A	9/14/16	15-17.5	<0.0046	<0.0039	<0.0067	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	0.0050 J	<0.0026	0.0075 J	<0.0049	<0.0137	<0.0056 J
BH-23A	9/14/16	21.5-22.5	<0.0046	<0.0039	<0.0068	<0.0038	<0.0030	<0.0034	<0.0024	<0.0030	<0.0040	<0.0027	<0.0062	<0.0049	<0.0138	<0.0054
BH-23A	9/14/16	31-32.5	<0.0045	<0.0038	<0.0067	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0039	<0.0026	<0.0061	<0.0048	<0.0136	<0.0053
BH-23A	9/14/16	32.5-35	<0.0050	<0.0042	<0.0073	0.0068 J	0.0115	0.0221	0.0149	0.0201	0.0035 J	0.0187 J	<0.0116	<0.0108	<0.0149	0.0134 J
BH-26	9/14/16	1-2.5	<0.0048	0.0310	0.0281	0.0771	0.0974	0.0896	0.0565	0.109	0.0974	0.0217	0.125	<0.0104	0.0349 J	0.109
BH-26	9/14/16	7.5-10	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	0.0040 J	<0.0026	<0.0048	<0.0098	<0.0135	<0.0052
BH-26	9/14/16	10-12.5	<0.0047	<0.0040	<0.0069	<0.0037	<0.0030	<0.0034	<0.0025	<0.0030	0.0047 J	<0.0027	<0.0063	<0.0102	<0.0141	<0.0055
BH-26	9/14/16	17.5-20	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	0.0038 J	0.0029	0.0049 J	<0.0026	<0.0060	<0.0097	0.0141 J	<0.0052
BH-26	9/14/16	20-22.5	<0.0045	<0.0038	<0.0066	<0.0036	<0.0029	<0.0032	0.0027 J	<0.0029	<0.0039	<0.0026	<0.0048	<0.0097	0.0141 J	<0.0052
BH-26	9/14/16	27.5-29.25	<0.0046	<0.0039	<0.0068	<0.0038	<0.0030	<0.0034	0.0035 J	<0.0030	<0.0040	<0.0027	<0.0062	<0.0100	<0.0138	<0.0054
BH-27	9/14/16	2.5-5	<0.0049	<0.0042	<0.0073	<0.0040	<0.0032	<0.0036	<0.0026	<0.0032	<0.0043	<0.0028	<0.0066	<0.0107	<0.0148	<0.0057
BH-27	9/14/16	7.5-10	<0.0045	0.0051 J	0.0130 J	0.0238	0.0269	0.0272	0.0184	0.0256	0.0329	0.0064 J	0.0462	0.0168	0.0371 J	0.0385
BH-27	9/14/16	12.5-15	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	<0.0023	<0.0029	0.0083 J	<0.0026	<0.0048	<0.0097	0.0143 J	<0.0052
BH-27	9/14/16	17.5-20	<0.0045	<0.0038	<0.0066	<0.0036	<0.0029	0.0041 J	0.0088	<0.0029	0.0108 J	<0.0026	<0.0047	<0.0097	0.0304 J	<0.0063 J
BH-27	9/14/16	22.5-25	<0.0045	<0.0038	<0.0066	0.0042 J	0.0046 J	0.0058 J	0.0060 J	0.0044 J	0.0121 J	<0.0026	0.0119 J	<0.0097	<0.0135	0.0116 J
BH-27	9/14/16	27.5-30	<0.0043	<0.0036	<0.0063	<0.0035	<0.0028	<0.0031	0.0044 J	<0.0028	0.0089 J	<0.0025	<0.0057	<0.0097	<0.0128	<0.0050
BH-27	9/14/16	30-32.5	<0.0044	<0.0037	<0.0065	<0.0036	<0.0029	<0.0032	0.0039 J	<0.0028	0.0084 J	<0.0027	<0.0047	<0.0096	<0.0132	<0.0051
BH-21A	9/15/16	0.5-2.5	<0.0046	<0.0039	<0.0068	<0.0038	<0.0030	<0.0034	<0.0024	<0.0030	<0.0040	<0.0027	<0.0049	<0.0100	<0.0138	<0.0054
BH-21A	9/15/16	7.5-10	<0.0044	<0.0038	<0.0065	<0.0036	<0.0029	<0.0031	<0.0024	<0.0029	<0.0038	<0.0025	<0.0047	<0.0133	<0.0051	<0.0051
BH-21A	9/15/16	15-17.5	<0.0180	<0.0153	<0.0265	<0.0147	<0.0117	<0.0131	<0.0094	<0.0116	<0.0157	<0.0104	<0.0192	1.750	<0.0541	<0.0209
BH-21A	9/15/16	20-22.5	<0.0046	<0.0039	<0.0067	<0.0037	<0.0030	<0.0033	<0.0024	<0.0030	0.0040 J	<0.0026	<0.0049	0.303	<0.0137	<0.0053
BH-21A	9/15/16	25-27.5	<0.0045	<0.0039	<0.0067	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0040	<0.0026	<0.0049	<0.0099	<0.0137	<0.0053
BH-21A	9/15/16	30-32.5	<0.0044	<0.0038	<0.0065	<0.0036	<0.0029	<0.0032	<0.0023	<0.0029	<0.0038	<0.0025	<0.0047	<0.0097	<0.0133	<0.0051
BH-25	9/15/16	2.5-5	<0.0045	<0.0038	<0.0066	<0.0036	0.0043 J	0.0050 J	0.0029 J	0.0048 J	0.0095 J	<0.0026	0.0289	<0.0096	0.0227 J	0.0189
BH-25	9/15/16	7.5-10	<0.0044	<0.0038	<0.0065	<0.0036	<0.0029	0.0035 J	0.0024 J	<0.0029	0.0098 J	<0.0026	<0.0047	<0.0096	<0.0133	<0.0052
BH-25	9/15/16	10-12.5	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	0.0045 J	<0.0024	<0.0029	0.0122 J	<0.0026	<0.0048	<0.0097	0.0160 J	<0.0052
BH-25	9/15/16	17.5-20	<0.0046	<0.0039	<0.0067	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0040	<0.0026	<0.0049	<0.0099	<0.0137	<0.0053



**Exhibit C-2**  
**Soil Analytical Results - PAHs**  
**BOI, LLC**  
**1196 State Street**  
**Lemont, Cook County, Illinois 60439**

Tier 1 Exposure Routes	Indicator Contaminants and Tier 1 SROs																
	Acenaphthene (mg/kg)	Acenaphthylene (mg/kg)	Anthracene (mg/kg)	Benzo (a) anthracene (mg/kg)	Benzo (a) pyrene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Chrysene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Fluoranthene (mg/kg)	Fluorene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)	Naphthalene (mg/kg)	Phenanthrene (mg/kg)	Pyrene (mg/kg)	
Soil Ingestion - Residential	4,700	2,300	23,000	1.8 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2.1 <sup>(b)</sup>	2,300	9	88	0.42 <sup>(b)</sup>	3,100	3,100	1.6 <sup>(b)</sup>	1,600	2,300	2,300	
Soil Ingestion - Industrial/Commercial	120,000	61,000	610,000	8	2.1 <sup>(b)</sup>	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000	
Soil Ingestion - Construction Worker	120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000	
Inhalation - Residential	***	***	***	***	***	***	***	***	***	***	***	***	***	170	***	***	
Inhalation - Industrial/Commercial	***	***	***	***	***	***	***	***	***	***	***	***	***	270	***	***	
Inhalation - Construction Worker	***	***	***	***	***	***	***	***	***	***	***	***	***	1.8	***	***	
SOGIER - Class I Groundwater	570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200	
Sample Location	Sample Date	Sample Depth (feet bis)	Analytical Results														
BH-25	9/15/16	20-22.5	<0.0045	<0.0038	<0.0066	0.0039 J	<0.0029	<0.0033	0.0030 J	<0.0029	0.0051 J	<0.0060	<0.0048	<0.0025	<0.0097	<0.0134	<0.0052
BH-25	9/15/16	25-26.5	<0.0046	<0.0039	<0.0067	0.0040 J	<0.0030	<0.0033	0.0033 J	<0.0030	<0.0040	<0.0026	<0.0049	<0.0026	<0.0099	<0.0137	<0.0053
BH-25	9/15/16	30-32.5	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	<0.0023	<0.0029	<0.0039	<0.0026	<0.0048	<0.0025	<0.0097	<0.0134	<0.0052
BH-28	9/15/16	2.5-5	<0.0045	<0.0039	<0.0067	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0040	<0.0026	<0.0049	<0.0025	<0.0099	<0.0137	<0.0053
BH-28	9/15/16	5-7.5	<0.0045	<0.0038	<0.0066	<0.0036	<0.0029	<0.0032	<0.0023	<0.0029	<0.0039	<0.0026	<0.0048	<0.0025	<0.0097	<0.0134	<0.0052
BH-28	9/15/16	12.5-15	<0.0045	<0.0038	<0.0066	0.0039 J	<0.0029	<0.0033	<0.0024	<0.0029	0.0045 J	<0.0026	<0.0048	<0.0026	<0.0135	<0.0052	
BH-28	9/15/16	15-17.5	<0.0044	<0.0037	<0.0065	<0.0036	<0.0028	<0.0032	<0.0023	<0.0028	<0.0038	<0.0025	<0.0047	<0.0025	<0.0132	<0.0051	
BH-28	9/15/16	20-22.5	<0.0046	<0.0039	<0.0068	<0.0038	<0.0030	<0.0034	<0.0024	<0.0030	<0.0040	<0.0027	<0.0049	<0.0026	<0.0139	<0.0054	
BH-28	9/15/16	25-27.5	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0039	<0.0026	<0.0048	<0.0025	<0.0134	<0.0052	
BH-29	9/15/16	2.5-5	<0.0049	<0.0042	<0.0072	0.0050 J	0.0034 J	0.0062 J	0.0032 J	<0.0032	0.0053 J	0.0108 J	<0.0052	<0.0106	<0.0147	0.0078 J	
BH-29	9/15/16	7.5-10	<0.0045	<0.0038	<0.0066	0.0037 J	<0.0029	0.0033 J	<0.0024	<0.0029	0.0043 J	<0.0026	<0.0048	<0.0025	<0.0135	<0.0052	
BH-29A	9/15/16	10-12.5	<0.0046	<0.0039	<0.0067	<0.0037	<0.0030	<0.0033	<0.0024	<0.0030	<0.0040	<0.0026	<0.0049	<0.0025	<0.0137	<0.0053	
BH-29A	9/15/16	15-20	<0.0046	<0.0039	<0.0067	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0040	<0.0026	<0.0049	<0.0025	<0.0137	<0.0053	
BH-29A	9/15/16	22.5-25	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0039	<0.0026	<0.0048	<0.0026	<0.0098	<0.0135	
BH-29A	9/15/16	27.5-30	<0.0044	<0.0038	<0.0065	<0.0036	<0.0029	<0.0032	<0.0023	<0.0029	<0.0039	<0.0026	<0.0047	<0.0025	<0.0096	<0.0133	
BH-29A	9/15/16	32.5-35	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	<0.0024	<0.0029	<0.0039	<0.0026	<0.0048	<0.0026	<0.0098	<0.0136	
BH-30	9/26/16	2.5-5	<0.0044	<0.0038	<0.0065	0.0185	0.0222	0.0305	0.0187	0.0147	0.0254	0.0033 J	0.0397	<0.0096	0.0191 J	0.0307	
BH-30	9/26/16	7.5-10	<0.0046	<0.0039	<0.0068	<0.0038	<0.0030	<0.0034	<0.0024	<0.0030	<0.0040	<0.0027	<0.0049	<0.0100	<0.0139	<0.0054	
BH-30	9/26/16	12.5-15	<0.0045	<0.0038	<0.0066	<0.0036	<0.0029	0.0033 J	0.0058 J	<0.0029	0.0075 J	<0.0026	<0.0048	<0.0097	<0.0134	0.0071 J	
BH-30	9/26/16	15-17.5	<0.0044	<0.0038	<0.0065	<0.0036	<0.0029	0.0033 J	0.0062 J	<0.0029	0.0085 J	<0.0026	<0.0047	<0.0025	<0.0134	0.0082 J	
BH-30A	9/26/16	22.5-25	<0.0043	<0.0037	<0.0064	<0.0035	<0.0028	<0.0032	<0.0023	<0.0028	<0.0038	<0.0025	<0.0046	<0.0025	<0.0094	<0.0130	
BH-30A	9/26/16	27.5-30	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	0.0028 J	<0.0029	<0.0039	<0.0026	<0.0048	<0.0025	<0.0134	<0.0052	
BH-31	9/26/16	2.5-5	0.0222	0.0142	0.139	0.593	0.725	0.708	0.367	0.406	0.828	0.112	0.0317	0.0107 J	0.747	0.890	
BH-31	9/26/16	5-7.5	<0.0052	<0.0044	<0.0076	<0.0042	<0.0034	<0.0038	<0.0027	<0.0033	<0.0045	<0.0030	<0.0055	<0.0112	<0.0155	<0.0060	
BH-31	9/26/16	12.5-15	<0.0045	<0.0038	<0.0066	<0.0037	<0.0029	<0.0033	0.0042 J	<0.0029	0.0074 J	<0.0026	<0.0048	<0.0025	<0.0097	0.0078 J	
BH-31	9/26/16	15-17.5	<0.0044	<0.0037	<0.0065	<0.0036	<0.0029	0.0038 J	0.0118	<0.0029	0.0109 J	<0.0025	<0.0047	<0.0025	<0.0096	0.0061 J	
BH-31	9/26/16	22.5-25	<0.0046	<0.0039	<0.0068	<0.0038	<0.0030	<0.0033	0.0037 J	<0.0030	<0.0040	<0.0026	<0.0049	<0.0026	<0.010	<0.0138	

Exhibit C-2

Soil Analytical Results - PAHs

BOI, LLC  
 1196 State Street  
 Lemont, Cook County, Illinois 60439

Tier 1 Exposure Routes	Indicator Contaminants and Tier 1 SROs																			
	Acenaphthene (mg/kg)	Acenaphthylene (mg/kg)	Anthracene (mg/kg)	Benzo (a) anthracene (mg/kg)	Benzo (a) pyrene (mg/kg)	Benzo (b) fluoranthene (mg/kg)	Benzo (g,h,i) perylene (mg/kg)	Benzo (k) fluoranthene (mg/kg)	Chrysene (mg/kg)	Dibenzo (a,h) anthracene (mg/kg)	Fluoranthene (mg/kg)	Fluorene (mg/kg)	Indeno (1,2,3-cd) pyrene (mg/kg)	Naphthalene (mg/kg)	Phenanthrene (mg/kg)	Pyrene (mg/kg)				
Soil Ingestion - Residential	4,700	2,300	23,000	1.8 <sup>b)</sup>	2.1 <sup>b)</sup>	2.1 <sup>b)</sup>	2,300	9	88	0.42 <sup>b)</sup>	3,100	3,100	1.6 <sup>b)</sup>	1,600	2,300	2,300				
Soil Ingestion - Industrial/Commercial	120,000	61,000	610,000	8	2.1 <sup>b)</sup>	8	61,000	78	780	0.8	82,000	82,000	8	41,000	61,000	61,000				
Soil Ingestion - Construction Worker	120,000	61,000	610,000	170	17	170	61,000	1,700	17,000	17	82,000	82,000	170	4,100	61,000	61,000				
Inhalation - Residential	---	---	---	---	---	---	---	---	---	---	---	---	---	170	---	---				
Inhalation - Industrial/Commercial	---	---	---	---	---	---	---	---	---	---	---	---	---	270	---	---				
Inhalation - Construction Worker	---	---	---	---	---	---	---	---	---	---	---	---	---	1.8	---	---				
SCGIER - Class I Groundwater	570	85	12,000	2	8	5	27,000	49	160	2	4,300	560	14	12	210	4,200				
<b>Sample Location</b>	<b>Sample Date</b>		<b>Sample Depth (feet bis)</b>		<b>Analytical Results</b>															
BH-31	9/26/16		25-27.5		<0.0046	<0.0039	<0.0067	<0.0037	<0.0030	<0.0033	<0.0024	<0.0030	<0.0040	<0.0026	<0.0061	<0.0049	<0.0026	<0.0099	<0.0137	<0.0053

Notes:

- 1) **Bold** = detected concentration or method detection limit exceeds a SRO listed in 35 IAC Part 742 or in the Non-TACO Objectives tables
- 2) <0.0122 = concentration less than the laboratory reporting limit or method detection limit
- 3) J = estimated concentration above the adjusted method detection limit and below the adjusted reporting limit
- 4) --- = no toxicity criteria available for the route of exposure
- 5) Shaded cells = not applicable or sample located was excavated
- 6) For the soil ingestion and outdoor inhalation exposure routes, the SROs for industrial/commercial land use and construction workers were utilized for on-site sample locations, and residential land use and construction workers for off-site sample locations.
- 7) Pursuant to 35 IAC Section 742, Appendix B, Table A, the SRO listed in 35 IAC Section 742, Appendix A, Table H was utilized
- 8) For the SCGIER, Class I SROs were utilized for on-site and off-site sample locations.

Exhibit C-3

Groundwater Elevations and Analytical Results

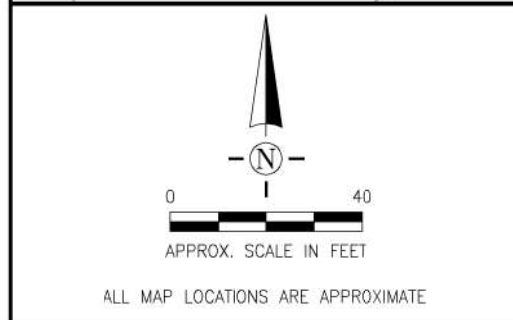
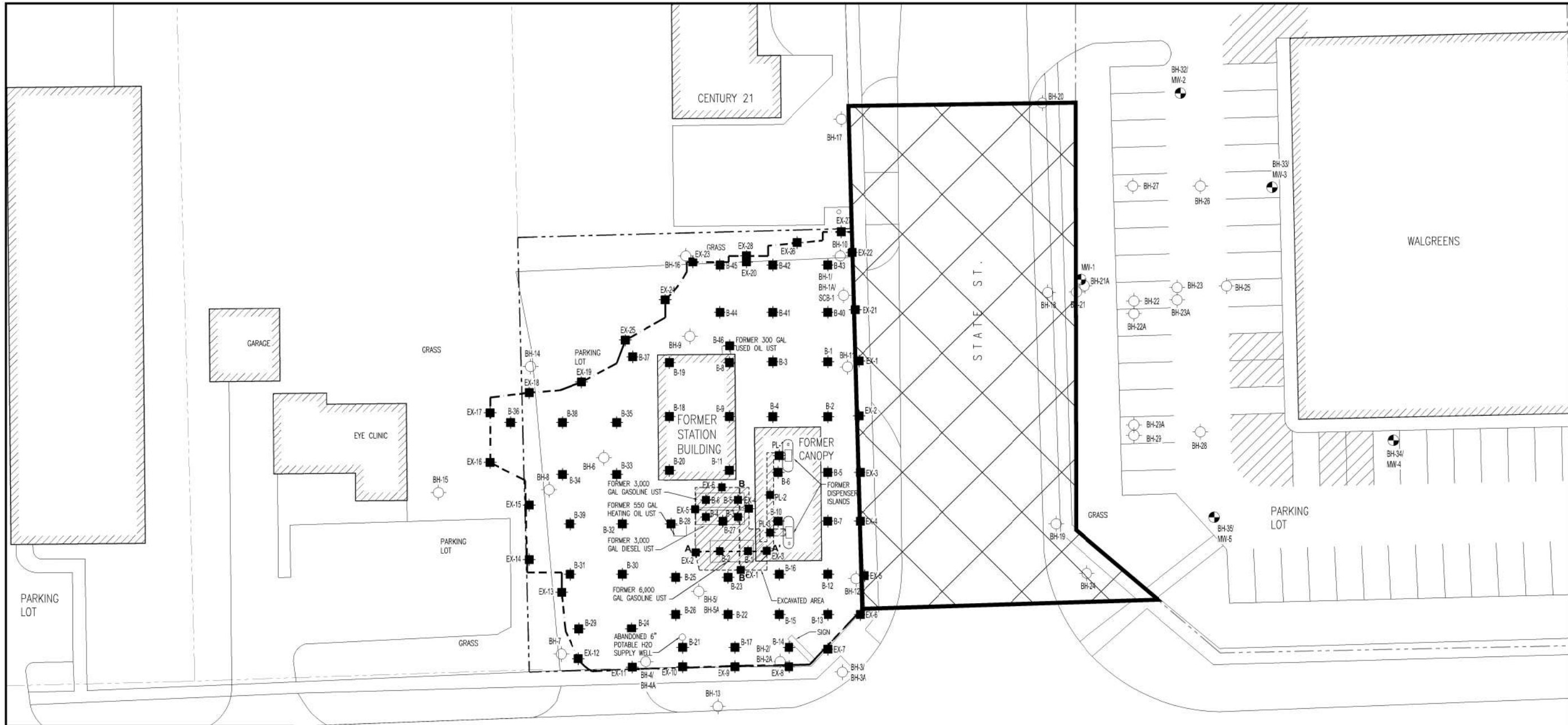
BOI, LLC  
 1196 State Street  
 Lemont, Cook County, Illinois 60439

Tier 1 Exposure Routes						Indicator Contaminants and Tier 1 GROs				
						Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Total Xylenes (mg/L)	MTBE (mg/L)
GCGIER - Class I Groundwater						0.005	1	0.7	10	0.07
GCGIER - Class II Groundwater						0.025	2.5	1	10	0.07
Sample Location	Sample Date	Ground Elevation (feet)	TOC Elevation (feet)	Depth to Water (feet below TOC)	Groundwater Elevation (feet)	Analytical Results				
MW-1	7/19/17	99.44	99.04	13.09	85.95	1.300	0.476	1.540	4.600	<0.0035
MW-2	7/19/17	99.30	98.84	12.98	85.86	<0.00050	<0.00050	<0.00050	<0.0015	<0.00017
MW-3	7/19/17	100.53	100.16	14.21	85.95	<0.00050	<0.00050	<0.00050	<0.0015	<0.00017
MW-4	7/19/17	100.72	100.34	13.33	87.01	<0.00050	<0.00050	<0.00050	<0.0015	<0.00017
MW-5	7/19/17	100.01	99.44	12.68	86.76	<0.00050	<0.00050	<0.00050	<0.0015	<0.00017

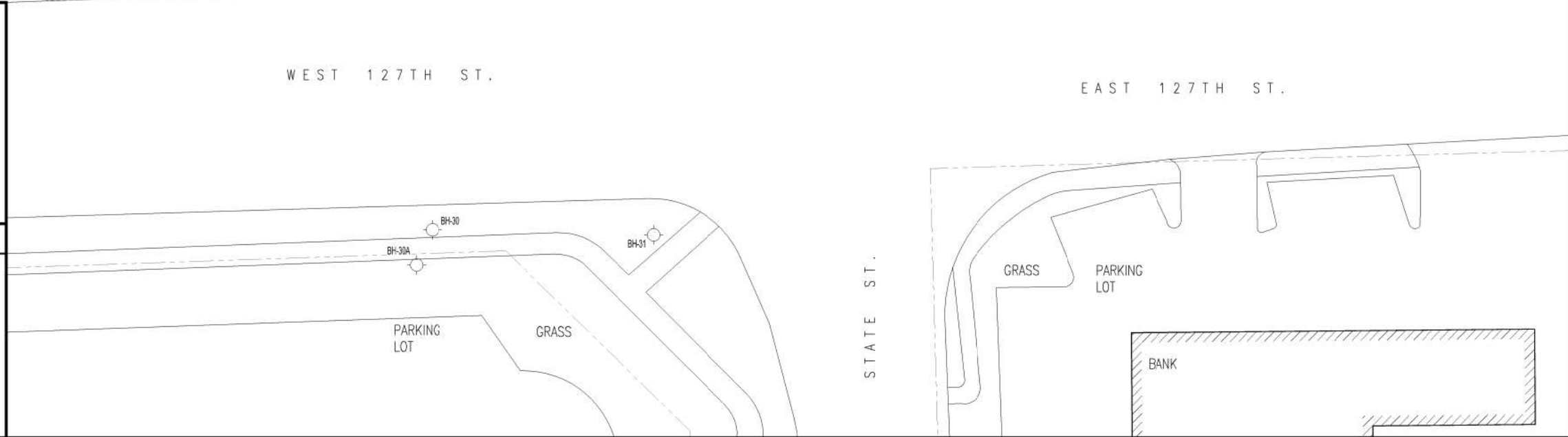
Notes:

- 1) **Bold** = detected concentration exceeds a Tier 1 GRO listed in 35 IAC Part 742 based on the groundwater classification below.
- 2) For the GCGIER, Class I GROs were utilized for on-site and off-site sample locations.
- 3) Groundwater elevations are relative to a site-specific benchmark of 100 feet.
- 4) <0.0122 = concentration less than the laboratory reporting limit or method detection limit
- 5) J = estimated concentration above the adjusted method detection limit and below the adjusted reporting limit

**EXHIBIT D**  
**HAA Map**



LEGEND	
	PROPERTY BOUNDARY
	SOIL SAMPLE LOCATION
	SOIL BORING LOCATION
	MONITORING WELL LOCATION
	CROSS SECTION
	EXCAVATION AREA
	VILLAGE OF LEMONT HAA AREA



**TriCore Environmental, LLC**  
 2368 Corporate Lane, Suite 116  
 Naperville, IL 60563  
 (630) 520-9973

**BOI, LLC**  
 201 Danny's Drive  
 Suite 5  
 Streator, IL 61364

**VILLAGE OF LEMONT HAA AREA**  
 BOI, LLC  
 1196 STATE STREET  
 LEMONT, COOK COUNTY, IL 60439

DRAWN BY:	SAA
APPROVED BY:	MIC
SCALE:	1" = 40'
DATE:	4/23/2018
DRAWING FILE:	MD14-170

**EXHIBIT**  
**D-1**



TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
THROUGH:  
SUBJECT: Case 17-05 Derby Pines Letter of Credit Reduction #2  
DATE: May 8, 2018

**SUMMARY/ BACKGROUND**

GSI Properties, LLC, developer of the Derby Pines subdivision at 12767 Derby Road, are seeking a SECOND reduction in their irrevocable letter of credit to \$368,144.75. This reduction request was submitted by C3 Development, LLC. It has been reviewed and accepted by the Village Engineer.

**STAFF RECOMMENDATION**

Staff is recommending approval of the irrevocable letter of credit reduction.

**BOARD ACTION REQUESTED**

Motion and approval of the attached resolution.

**ATTACHMENTS**

1. A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR THE DERBY PINES SUBDIVISION

**VILLAGE OF LEMONT**

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

**A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR  
THE DERBY PINES SUBDIVISION**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 11<sup>TH</sup> DAY OF JUNE, 2018**

**Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village of  
Lemont, Cook, Will and DuPage Counties,  
Illinois on this 11<sup>th</sup> day of June, 2018**

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

**A RESOLUTION AUTHORIZING A REDUCTION OF A LETTER OF CREDIT FOR  
THE DERBY PINES SUBDIVISION**

**WHEREAS**, pursuant to the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance , an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of subdivision improvements; and

**WHEREAS**, in the matter of the Derby Pines subdivision located at 12767 Derby Road in Lemont, IL, Bank of America, N.A. issued an Irrevocable Letter of Credit No. 68136961 in the amount of \$713,235.75 and was deposited with the Village of Lemont to guarantee completion of subdivision improvements; and

**WHEREAS**, GSI Properties, LLC, developer of the Derby Pines subdivision, has completed certain improvements and has requested a reduction in the aforementioned letter of credit; and

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

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

1. Irrevocable Letter of Credit No 68136961 is hereby reduced to a balance of \$368,144.75

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE,  
ILLINOIS, ON THIS 11<sup>th</sup> DAY OF JUNE, 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>	_____	_____	_____	_____

---

**JOHN EGOFKSKE**  
**President**

**ATTEST:**

---

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

**MEMORANDUM**

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

**FROM:** Kay Argo, Human Resources Manager

**SUBJECT:** Resolutions Adopting a Voluntary Employment Separation Policy and Separation Agreement and Release

**DATE:** June 8, 2018

---

**SUMMARY/ BACKGROUND:** As part of the FY19 budget considerations, staff presented a concept to the Village Board regarding a voluntary separation incentive program. The purpose of the program would be to provide a cost savings to the Village while also providing an employee benefit.

**ANALYSIS:** Attached is a proposed Voluntary Employment Separation Policy and a Separation Agreement and Release which were created by the Village's Labor Counsel in compliance with legal requirements. The program was presented to full-time Village employees with a minimum of ten years of Village service to gauge possible interest. An employee has indicated his interest in accepting the program and is ready to tender his resignation effective June 29, 2018 provided the policy and separation agreement are found to be agreeable to and accepted by the Village Board. Two other employees have shown interest in the program but no commitment has been made at this point by them.

**STAFF RECOMMENDATION:** Staff recommends approval of the attached resolutions adopting the policy and separation agreement.

**BOARD ACTION REQUESTED:** Approval of the resolutions adopting the policy and agreement.

**ATTACHMENTS:** Resolutions Adopting a Voluntary Employment Separation Policy and Separation Agreement and Release.

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

**A Resolution Authorizing the Voluntary Employment Separation Program**

**WHEREAS**, The Village of Lemont, Counties of Cook, Will and DuPage, Illinois (the "Village"), acting by and through its Village President and Board of Trustees (the "Village Board"), is a municipal corporation operating pursuant to the Illinois Municipal Code; and

**WHEREAS**, the Village seeks costs savings by adopting the Voluntary Employment Separation Program for certain employees who have accumulated many years of credible service; and

**WHEREAS**, the adoption of the Voluntary Employment Separation Program will provide the Village with a way to reduce payroll costs to meet the goal of cost savings for the Village; and

**WHEREAS**, the President and Village Board find that it is best interest of the Village and its residents to adopt a new early separation incentive program;

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS** that:

**SECTION ONE:** The foregoing recitals are hereby adopted and incorporated into and made a part of this Resolution as if fully set forth herein.

**SECTION TWO:** The Village Administrator is authorized to administer the Voluntary Employment Separation Program, attached hereto as Exhibit A, and to execute any other agreements and documentation as well as to take any other steps necessary to carry out this Resolution.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 11th day of June, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN</b>
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>David Maher</b>	_____	_____	_____	_____
<b>Kenneth McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ronald Stapleton</b>	_____	_____	_____	_____

---

**JOHN EGOFSKE**  
**President**

ATTEST:

---

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

**VILLAGE OF LEMONT  
INTER-OFFICE MEMORANDUM**

**To:** All Full-Time Village Employees  
**From:** George Schafer, Village Administrator  
**Date:** May 7, 2018  
**Subject:** Voluntary Employment Separation Program

---

**BACKGROUND**

Like many other local governments in Illinois, our Village has struggled with expenditures exceeding available revenues. For FY 2019, the Village may only avoid a budget shortfall of approximately \$1 million by reducing capital equipment and road improvement expenses and making cuts in other areas as well. Major revenue declines are projected in retail sales tax and the Village's share of state income tax. As the Village's non-home rule limited property tax levy continues to increase by inflation, a greater portion of the property tax is being consumed by increases in pension contributions.

Even though revenues are becoming tighter, our expenses continue to grow. In an effort to reduce expenses while continuing to meet our obligations to the community, the Village is offering a one-time, Voluntary Employment Separation Program. The intent of the program is to achieve reduced operating expenses through employees voluntarily electing to retire or otherwise separate from the Village.

The following is the general outline of the Voluntary Employment Separation Program:

**ELIGIBILITY:**

The Voluntary Employment Separation program is available to any current employee that has at least ten (10) years of continuous full-time service with the Village of Lemont. It is not mandatory that you immediately be eligible to receive a retirement pension under IMRF or the Police Pension Fund. It is only mandatory that you permanently separate from Village service. The Village, in its sole discretion, may consider arrangements that allow a participant to work on a part-time basis after separation as a full-time employee.

**AMOUNT OF VOLUNTARY EMPLOYMENT SEPARATION INCENTIVE:**

The amount of the Voluntary Employment Separation Incentive will be as follows: (1) a deposit in a retirement health savings account equal to 100% of the total cost of six months of the employee's health insurance premium in effect as of May 1, 2018, and three (3) months of the employee's base pay in effect as of

May 1, 2018. No overtime, compensatory pay, specialty payments, stipends or other compensation provided for in the Personnel Policy Manual, applicable collective bargaining agreement, contract or other Village documents will not be included in the base pay calculation. Note that the cost of the employee's health insurance premium means the Village pays the equivalent of 100% of the cost with no contribution from the employee for six months of coverage which would be placed by the Village into a retiree health savings account for the employee's use to pay for medical expenses. The type (HMO or PPO) and level (single, single plus one or family) of health insurance coverage in effect as of May 1, 2018 will be used in determining the amount to be placed in the employee's account.

**APPLICATION PROCESS:**

Any employee interested in this program must complete the attached application indicating your interest in this program. At this point in the process, your application is non-binding. The purpose of the application process is to formalize your interest in the program, allow the employee and the Village to engage in discussions regarding pension, insurance and other related issues, and to discuss the date you will separate from Village service. Once your application is received and these discussions have taken place, the Village will prepare a Separation Agreement that will include the amount of your incentive, your separation date and a number of other legal conditions.

**SEPARATION DATE:**

The completed application must include a requested date that you would like to separate from service, which can be no later than July 31, 2018. Once your application is received, the Village will consider the date requested by the employee as well as the needs of the Department and the Village in order to minimize the disruption on Village operations and to maximize the amount of savings that are generated by this program. The final retirement/separation date will be determined in the sole discretion of the Village Administrator, and depending on the response to the program, the Village reserves the right to propose a separation date beyond the July 31, 2018 deadline.

**APPLICATION DEADLINE:**

Applications for the Voluntary Employment Separation Program must be submitted to Kay Argo, Human Resources Manager, no later than May 31, 2018. As it is impossible to gauge the level of response to this program before formally accepting applications, the Village reserves the right to limit the number of Voluntary Employment Separation incentives given. The ultimate decision as to whether to separate from Village service is significant and should be carefully considered before accepting this offer.

**Village of Lemont  
Voluntary Employment Separation Program**

_____ Name	_____ Department
_____ Address	_____ Position Title
_____ City, State, Zip	_____ Hire Date
_____ Annual Base Pay	_____ Requested Separation Date

By signing below, I acknowledge that this non-binding application is submitted in order to formally express my interest in the Village's Voluntary Employment Separation Program. I request that the Village of Lemont estimate the amount of the incentive and set a proposed retirement/separation date. I further acknowledge that the Village of Lemont reserves the right to propose a retirement/separation date that is in the best interests of the Village as well as limit the number of Voluntary Employment Separation Program applications accepted. **I understand that the decision as to whether my application is accepted or approved rests solely with the Village.**

_____ Employee's Signature	_____ Date
_____ Department Head's Signature	_____ Date

This application must be submitted to Kay Argo Human Resources Manager, by May 31, 2018. Any applications received after this date will not be accepted.

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

**A Resolution Approving Voluntary Separation Agreement and Release**

**WHEREAS**, The Village of Lemont, Counties of Cook, Will and DuPage, Illinois (the "Village"), acting by and through its Village President and Board of Trustees (the "Village Board"), is a municipal corporation operating pursuant to the Illinois Municipal Code; and

**WHEREAS**, the Village has adopted a Voluntary Employment Separation Program for certain employees; and

**WHEREAS**, the Village and Joel Alan Evert ("Evert") desire to enter into a Voluntary Separation Agreement and Release, providing certain benefits to Evert upon his resignation from service to the Village; and

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS** that:

**SECTION ONE:** The attached Voluntary Separation Agreement and Release between the Village of Lemont and Joel Alan Evert, attached as Exhibit A, is hereby approved.

**SECTION TWO:** The Village Administrator is authorized to execute any other agreements and documentation as well as to take any other steps necessary to carry out this Resolution.

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



**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 11th day of June, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN</b>
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>David Maher</b>	_____	_____	_____	_____
<b>Kenneth McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ronald Stapleton</b>	_____	_____	_____	_____

---

**JOHN EGOFSKE**  
**President**

ATTEST:

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

**VOLUNTARY SEPARATION AGREEMENT AND RELEASE**

THIS AGREEMENT is made on the \_\_\_ day of \_\_\_\_\_ 20\_\_ by and between Joel Alan Evert ("Employee") and the Village of Lemont ("Village"), sometimes referred to collectively as the "parties."

**WITNESSETH:**

**WHEREAS**, Employee voluntarily has elected to participate in the Village's Voluntary Separation Program (the "VSP"); and

**WHEREAS**, as a result of Employee's election to participate in the VSP, the parties desire to terminate their employment relationship, resolve any and all matters relating to or arising out of Employee's employment by the Village, and avoid any disputes relating to or arising out of Employee's employment by the Village.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**SECTION 1. RESIGNATION**

Pursuant to the mutual agreement of the parties, Employee desires to end his/her employment with the Village. Therefore, Employee voluntarily and irrevocably resigns as an Employee of the Village effective June 29, 2018. Employee has submitted his/her voluntary and unconditional resignation as an Employee of the Village, effective as of \_\_\_\_\_. A copy of Employee's resignation letter is attached hereto as Exhibit A.

## **SECTION 2. ACCEPTANCE OF RESIGNATION**

The Village hereby accepts the resignation of Employee effective \_\_\_\_\_ in accordance with Section 1 of this Agreement.

## **SECTION 3. SEPARATION PAYMENT**

- A. Contingent upon and in consideration of Employee's submission of his written resignation as contemplated herein, and subject to the faithful performance of all other conditions of this Agreement, The Village shall pay to the Employee the sum of \$19,311.76 less any applicable payroll deductions, which is equal to three (3) months of the employee's base pay in effect as of May 1, 2018. The Village will place into the employee's retiree health savings account the amount equal to 100% of the total cost of the employee's health insurance premium in effect as of May 1, 2018. These amounts represent a severance payment to which Employee is not otherwise entitled and which the Village is not otherwise obligated to make.
- B. As of the effective date of Employee's resignation, the Village shall pay to Employee the amount of Employee's earned but unused vacation leave and forty percent (40%) of the Employee's earned but unused sick leave. Such payments shall be consistent with the Village's Personnel Policy Manual and less any applicable payroll deductions.
- C. The total amount to be paid by the Village pursuant to paragraphs A and B shall be referred to as the "Separation Payment." The Separation Payment shall constitute the entire amount the Village shall pay to Employee and that Employee is owed and/or shall receive from the Village relating to or arising out of Employee's employment by the Village, and specifically includes any amount owed to Employee for earned but unused vacation days and sick days.

## **SECTION 4. RETURN OF VILLAGE EQUIPMENT/CONFIDENTIALITY**

Employee has returned any and all Village-owned or Village-provided equipment and materials made available to Employee during the course of his/her employment, including but not necessarily limited to any and all cellular telephones, computers, mobile electronic devices, automobiles, keys, security codes, records, documents, electronically stored data, handbooks, personnel manuals, and other similar items. Employee agrees that any confidential information learned by Employee during his/her employment shall not be disclosed and shall be kept confidential unless otherwise required to be disclosed by law.

## SECTION 5. COOPERATION

Employee agrees that he/she will cooperate fully with the Village in connection with business or legal matters about which Employee had knowledge during the course of his/her employment with the Village.

## SECTION 6. RELEASE AND DISCHARGE

- A. Employee, his/her heirs, executors, administrators, agents, representatives, and assignees hereby release and forever discharge the Village, its Board members, individually and/or collectively, its officers, representatives, administrators, agents, employees, assignees, and successors from any and all claims, demands, actions or causes of action, including any and all costs, expenses, and attorneys' fees, arising out of or in any way connected with, directly or indirectly, the employment of Employee by the Village, or Employee's resignation from employment, or this Agreement, except for the implementation of its terms and conditions, whether arising under federal law, state or local law, the United States Constitution or the constitution of the State of Illinois.
- B. Among the claims being released by Employee in this Agreement are claims under the *Age Discrimination in Employment Act of 1967*, as amended ("ADEA"), 29 U.S.C. Secs. 621-34. Pursuant to and in compliance with the *Older Workers Benefit Protection Act*, 29 U.S.C. Sec. 626(f), Employee acknowledges that:
- i. He/She has read this Agreement and is entering into this Agreement knowingly, voluntarily, and with full knowledge of its terms and significance. Employee has not been coerced, threatened, or intimidated into signing this Agreement;
  - ii. In addition to the waiver and release of all other possible claims, this Agreement results in the waiver and release by Employee of all age discrimination or retaliation claims arising under the *Age Discrimination in Employment Act*;
  - iii. In exchange for the waiver and release by Employee of all ADEA claims, Employee is receiving consideration in addition to anything of value to which he/she is already entitled;
  - iv. Employee is not waiving rights or claims that may arise after the date the waiver is executed;
  - v. Employee has been advised by this Agreement to consult with an attorney concerning this Agreement;

- vi. Employee has been advised of his/her right to take forty-five (45) days to consider the terms of this Agreement before signing; and
  - vii. Employee is not otherwise entitled to the consideration described in Section 3. A.
- C. Excluded from this release are any claims which cannot be waived by law, including but not limited to the right to participate in an investigation conducted by certain government agencies. Employee is waiving, however, his/her right to any monetary recovery should any agency (including, but not limited to, the *Equal Employment Opportunity Commission*) pursue any claims on his/her behalf.
- D. Employee acknowledges that he/she has been informed that for a period of seven (7) calendar days after the date upon which he/she signs this Agreement, he/she may revoke it, and the Agreement shall not become effective or enforceable until this revocation period has expired. If Employee chooses to revoke the Agreement within the seven (7) calendar day period, he/she must mail a letter of revocation to the Village Administrator. Such a letter must be signed and postmarked no later than the seventh (7<sup>th</sup>) calendar day after the date Employee signed this Agreement.
- E. Employee acknowledges that he/she has received information showing the age and job title of all employees who have been approved for the VSP and the age and job titles for all employees who are eligible for the VSP. Employee acknowledges that the information was provided at the same time this Agreement was presented and that Employee has had the opportunity to consider the information for as long as 45 days prior to executing this Agreement.

## **SECTION 7. NO REPRESENTATIONS OR WARRANTIES**

Nothing in this Agreement shall constitute, nor shall it be interpreted as, a representation or warranty of any kind with respect to benefits available to Employee under the Illinois Municipal Retirement Fund ("IMRF"), the Police Pension Fund, or any other pension fund in which Employee may be a participant (the "Other Funds"), including but not limited to any early retirement options or benefits available through IMRF, the Police Pension Fund, Other Funds or the Village, or any penalties to which Employee may be subjected to by IMRF, Police Pension Fund, or Other Funds. The Village is not liable or responsible to Employee for any benefits, penalties or early retirement options from IMRF,

Police Pension Fund, or Other Funds unless otherwise expressly stated herein.

**SECTION 8. INURE TO BENEFIT / BINDING EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of the Village and Employee, and shall bind the Village and Employee, their agents, representatives, heirs, assignees and successors.

**SECTION 9. ADVICE OF COUNSEL**

The parties have and each of them has relied upon the advice and representation of counsel, or had the opportunity to obtain such advice and representation, regarding the terms of this Agreement and the legal liabilities of the parties, if any.

**SECTION 10. COMPLETE UNDERSTANDING**

This Agreement sets forth all the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth. Any and all prior or contemporaneous understandings or agreements are merged herein and are superseded by the terms of this Agreement. The parties acknowledge and agree that the considerations exchanged herein do not constitute, and shall not be interpreted as, an admission of fault, wrongdoing, liability or deficiency of any kind on the part of either of them.

**SECTION 11. AMENDMENT OF AGREEMENT**

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

**SECTION 12. APPLICABLE LAW**

The parties agree that this Agreement, the rights and obligations of the parties in this Agreement, and any disputes arising hereunder, shall be interpreted and enforced under and in accordance with Illinois law regardless of whether any party is, or subsequently becomes, a resident or domiciliary of any other state or country.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**JOEL EVERT**

**VILLAGE OF LEMONT**

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

By: \_\_\_\_\_  
Village Administrator

Attest: \_\_\_\_\_  
Village Clerk

## Exhibit A

I hereby voluntarily and irrevocably resign from my employment with the Village of Lemont effective \_\_\_\_\_ pursuant to the Village's Voluntary Separation Program. Thank you for your attention to this matter.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**TO:** Village Board  
**FROM:** Chris Smith, Finance Director  
**THROUGH:** George Schafer, Village Administrator  
**SUBJECT:** FY 18 Fourth Quarter Budget Amendment

**DATE:** June 11, 2018

### **SUMMARY/ BACKGROUND**

Per State Statute a budget needs to be adopted by the Board before the beginning of the fiscal year and can be amended with Board approval during the course of the fiscal year. On April 10, 2017, the Village passed ordinance O-27-17 adopting the FY2017-2018 Operating and Capital Improvement Budget.

This will be the final amendment to the FY18 budget. This amendment changes revenues and expenditures to account for contracts, emergency maintenance expenditures, transfers, and refunding of bonds.

#### General Fund

In the General Fund the reduction of revenues are primarily a result of the income tax and Retail Sales tax reductions. On the expenditure side the increment in the Gateway TIF did not amount to the budget thus the General Fund needed to transfer \$331,000 to the Debt Service fund for Gateway TIF bond debt service payments. In addition to the Debt Service transfer, two other transfers were made in the amount of \$5,718 and \$16,661 to close out inactive funds (Village Hall Improvement Fund and General Capital Improvement Fund) with negative cash.

The reduction in revenue, increased expenditures, and continued commitment for a balanced budget presented a significant challenge to staff. Many capital items such as a replacement of a truck in Public Works and a generator for Village Hall were deferred. Additionally, many training sessions, overtime, and other supply expenditures were cut by the departments. Due to the cuts made by the department directors, the General Fund is balanced for FY18.

#### Debt Service and Canal TIF

As previously stated the Debt Service Fund needed to make the debt service payment for the bonds associated with the Gateway TIF. Additionally, the revenues/expenditures are increased because of the bond refunding that occurred in late 2017.

The attached table outlines the budget amendment for all Village Funds

#### **ATTACHMENTS**

1. Revenue Summary by Fund
2. Expenditure Summary by Fund
3. Budget Amendment Ordinance

Village of Lemont, Illinois  
Revenue Summary by Fund

	Actual 2015-16	Actual 2016-17	Adopted 2017-18	Amended 2017-18 1st quarter	Amendment 2017-18 4th quarter- final	Total Amended 2017-18 Budget
General Fund	\$10,190,757	\$10,146,938	\$10,514,497		(126,210)	\$10,388,287
Working Cash Fund	(831)	(228)	0			\$0
Debt Service	4,218,178	1,374,930	1,148,715		4,703,071	\$5,851,786
IMRF Fund	355,941	382,134	374,038			\$374,038
Social Security	345,276	167,372	305,000			\$305,000
Motor Fuel Tax Fund	511,158	447,243	677,336			\$677,336
State Forfeiture Fund	33,105	-	-		16,687	\$16,687
State DUI Fund	-	18,000	-			\$0
Vehicle Replacement Fund	18,605	-	-			\$0
Downtown TIF Fund	542,477	3,094	-			\$0
Canal TIF District	1,902,739	285,814	320,015		2,070,081	\$2,390,096
Gateway TIF District	-	-	450,000			\$450,000
Special Service Area #1	35,217	35,633	140,815			\$140,815
Gateway Property Acquisition Fund	145	7,157	-			\$0
Road Improvement Fund	1,422,732	1,416,762	1,560,000			\$1,560,000
General Capital Improvement Fund	-	-	-		-	\$0
Village Hall Improvement Fund	132,009	-	-		16,161	\$16,161
Water & Sewer Bond	-	-	-			\$0
Water & Sewer Fund	4,952,845	5,703,481	5,854,682			\$5,854,682
Parking Garage Fund	25,032	25,582	40,854			\$40,854
Parking Lot Fund	96,363	118,931	93,000		19,693	\$112,693
Police Pension Fund	696,211	2,473,552	1,306,765			\$1,306,765
<b>Revenue Grand Totals:</b>	<b>\$25,477,960</b>	<b>\$22,606,395</b>	<b>\$22,785,717</b>		<b>\$ 6,699,483</b>	<b>\$ 29,485,200</b>

Village of Lemont, Illinois  
 Appropriations Summary by Fund

	Actual 2015-16	Actual 2016-17	Adopted 2017-18	Amended 2017-18 1st quarter	Amendment 2017-18 4th quarter- final	Total Amended 2017-18 Budget
General Fund	\$9,679,963	\$10,116,128	\$10,506,468	\$ 57,954	\$ (155,210)	10,409,212
Working Cash Fund	-	-	-			-
Debt Service	4,188,033	1,392,855	1,148,715		4,693,341	5,842,056
IMRF Fund	345,917	372,443	372,965			372,965
Social Security	257,042	277,518	290,463			290,463
Motor Fuel Tax Fund	238,333	472,294	677,336	9,220		686,556
State Forfeiture Fund	33,105	18,000	-		16,687	16,687
Vehicle Replacement Fund	18,605	-	-			-
Main/Archer Ave TIF Fund	-	-	-	-		-
Downtown TIF Fund	758,623	-	-	-	22,036	22,036
Canal TIF District	1,524,611	328,750	320,015		2,092,081	2,412,096
Gateway TIF District	90,879	82,937	401,205	88,483		489,688
Special Service Area #1	144,963	145,500	140,815			140,815
Gateway Property Acquisition Fund	451,867	26,800	-			-
Road Improvement Fund	1,520,299	1,820,202	1,353,180	111,585		1,464,765
General Capital Improvement Fund	-	-	-			-
Village Hall Improvement Fund	198,896	26,519	-		26,518	26,518
Water & Sewer Bond	150,000	-	-			-
Water & Sewer Fund	5,462,234	5,403,318	5,854,682	218,225		6,072,907
Parking Garage Fund	35,791	41,205	40,854	-		40,854
Parking Lot Fund	70,763	82,137	52,565	-	19,693	72,258
Police Pension Fund	745,567	754,300	833,350			833,350
<b>Expenditure Grand Totals:</b>	<b>\$25,915,491</b>	<b>\$21,360,906</b>	<b>\$21,992,613</b>	<b>\$485,467</b>	<b>\$ 6,715,146</b>	<b>29,193,226</b>

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

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 17-18  
FOR THE VILLAGE OF LEMONT**

**Adopted by the President  
and Board of Trustees  
of the Village of Lemont  
This 11<sup>th</sup> day of June 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 11<sup>th</sup> day of June 2018**

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

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2017-2018  
FOR THE VILLAGE OF LEMONT**

**WHEREAS**, the Village of Lemont, Cook, DuPage, and Will Counties, Illinois has heretofore adopted a budget for the fiscal year ending April 30, 2018 passed by the Board of Trustee, a certified copy of said Budget and a Certificate of Estimate of Revenues having been filed in the Office of the County Clerks, and

**WHEREAS**, circumstances have arisen during the fiscal year by which said Village wishes to amend said budget filed with the County Clerk according to the general ledger numbers and amounts listed in EXHIBIT A; and

**WHEREAS**, said Village has additional revenue and/or designated fund balances that will be and is hereby allocated for said budget amendments as listed in EXHIBIT A.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS AS FOLLOWS:**

**SECTION 1:** That budget for fiscal year ending April 30, 2018 filed with The County Clerk be amended according to changes listed in EXHIBIT A:

**SECTION 2:** That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

**SECTION 3:** Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part thereof other than the part declared to be invalid.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL,  
ILLINOIS, ON THIS 11<sup>th</sup> DAY OF JUNE 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>				

**Approved by me this 11<sup>th</sup> day of June 2018**

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**JOHN EGOFSKE, Village President**

**Attest:**

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**CHARLENE M. SMOLLEN, Village Clerk**

Village of Lemont  
**Budget Amendments Report**  
 4th quarter FY2018

**EXHIBIT A**

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 01 Revenues						
Division: 000 Non Division						
Program: 0000 Non Program						
410.65 - Property Tax Police Pension						Amended Balance as of: 3/1/2018 \$766,765.00
	04/30/2018	2018-00003973	End of year budget amendment	\$60,000.00	\$0.00	\$826,765.00
				<u>\$60,000.00</u>	<u>\$0.00</u>	<u>\$826,765.00</u>
420.05 - Shared Revenue Sales Tax						Amended Balance as of: 3/1/2018 \$2,184,000.00
	04/30/2018	2018-00003973	End of year budget amendment	\$0.00	\$200,000.00	\$1,984,000.00
				<u>\$184,000.00</u>	<u>\$384,000.00</u>	<u>\$1,984,000.00</u>
420.10 - Shared Revenue Income Tax						Amended Balance as of: 3/1/2018 \$1,555,200.00
	04/30/2018	2018-00003973	End of year budget amendment	\$0.00	\$60,000.00	\$1,495,200.00
	04/30/2018	2018-00004043	fourth quarter	\$19,540.00	\$0.00	\$1,514,740.00
	04/30/2018	2018-00004049	amend budget	\$100,000.00	\$0.00	\$1,614,740.00
				<u>\$119,540.00</u>	<u>\$60,000.00</u>	<u>\$1,614,740.00</u>
420.15 - Shared Revenue Local Use Tax						Amended Balance as of: 3/1/2018 \$387,200.00
	04/30/2018	2018-00003973	End of year budget amendment	\$30,000.00	\$0.00	\$417,200.00
				<u>\$40,000.00</u>	<u>\$10,000.00</u>	<u>\$417,200.00</u>
420.30 - Shared Revenue Road & Bridge Tax						Amended Balance as of: 3/1/2018 \$60,000.00
	04/30/2018	2018-00003973	End of year budget amendment	\$42,000.00	\$0.00	\$102,000.00
				<u>\$42,000.00</u>	<u>\$0.00</u>	<u>\$102,000.00</u>
420.35 - Shared Revenue Video Gaming						Amended Balance as of: 3/1/2018 \$125,000.00
	04/30/2018	2018-00003973	End of year budget amendment	\$50,000.00	\$0.00	\$175,000.00
				<u>\$85,000.00</u>	<u>\$35,000.00</u>	<u>\$175,000.00</u>
430.05 - Business Licenses & Permits Building Permits						Amended Balance as of: 3/1/2018 \$400,000.00
	04/30/2018	2018-00003973	End of year budget amendment	\$0.00	\$23,000.00	\$377,000.00
				<u>\$0.00</u>	<u>\$23,000.00</u>	<u>\$377,000.00</u>
430.10 - Business Licenses & Permits Engineering Grading Review Fee						Amended Balance as of: 3/1/2018 \$72,000.00
	04/30/2018	2018-00003973	End of year budget amendment	\$13,000.00	\$0.00	\$85,000.00
				<u>\$13,000.00</u>	<u>\$0.00</u>	<u>\$85,000.00</u>
430.15 - Business Licenses & Permits Site Development Fees						Amended Balance as of: 3/1/2018 \$50,000.00
	04/30/2018	2018-00003973	End of year budget amendment	\$45,000.00	\$0.00	\$95,000.00
				<u>\$45,000.00</u>	<u>\$0.00</u>	<u>\$95,000.00</u>
430.20 - Business Licenses & Permits Contractor Licenses						Amended Balance as of: 3/1/2018 \$65,000.00
	04/30/2018	2018-00003973	End of year budget amendment	\$10,000.00	\$0.00	\$75,000.00
				<u>\$10,000.00</u>	<u>\$0.00</u>	<u>\$75,000.00</u>

Village of Lemont  
**Budget Amendments Report**  
 4th quarter FY2018

**EXHIBIT A**

430.25 - Business Licenses & Permits Reinspections Fees				Amended Balance as of: 3/1/2018		\$40,000.00
04/30/2018	2018-00003973	End of year budget amendment	\$0.00	\$10,000.00	\$30,000.00	
			\$0.00	\$10,000.00	\$30,000.00	
430.35 - Business Licenses & Permits Planning & Zoning Applications				Amended Balance as of: 3/1/2018		\$130,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$72,000.00	\$58,000.00	
			\$0.00	\$72,000.00	\$58,000.00	
440.10 - Fees Towing Fees				Amended Balance as of: 3/1/2018		\$70,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$40,000.00	\$30,000.00	
			\$0.00	\$40,000.00	\$30,000.00	
440.25 - Fees Public Safety Land Cash				Amended Balance as of: 3/1/2018		\$30,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$21,500.00	\$0.00	\$51,500.00	
			\$21,500.00	\$0.00	\$51,500.00	
445.90 - Grants Other Miscellaneous				Amended Balance as of: 3/1/2018		\$10,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$10,000.00	\$0.00	
			\$0.00	\$10,000.00	\$0.00	
446.55 - Contributions Heritage Quarry				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003975	fourth quarter budget	\$10,000.00	\$0.00	\$10,000.00	
			\$10,000.00	\$0.00	\$10,000.00	
450.05 - Reimbursements Fuel/Salt Reimbursement				Amended Balance as of: 3/1/2018		\$60,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$26,000.00	\$34,000.00	
			\$0.00	\$26,000.00	\$34,000.00	
450.10 - Reimbursements Schools P/R Reimbursement				Amended Balance as of: 3/1/2018		\$60,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$14,000.00	\$0.00	\$74,000.00	
			\$14,000.00	\$0.00	\$74,000.00	
450.15 - Reimbursements Special Detail Reimbursement				Amended Balance as of: 3/1/2018		\$90,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$57,000.00	\$33,000.00	
			\$0.00	\$57,000.00	\$33,000.00	
450.36 - Reimbursements Retiree Insurance				Amended Balance as of: 3/1/2018		\$56,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$17,000.00	\$39,000.00	
			\$0.00	\$17,000.00	\$39,000.00	
450.40 - Reimbursements Developer/Agency				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003975	fourth quarter budget	\$12,336.00	\$0.00	\$12,336.00	
			\$12,336.00	\$0.00	\$12,336.00	
480.90 - Other Miscellaneous income				Amended Balance as of: 3/1/2018		\$45,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$25,000.00	\$20,000.00	



Village of Lemont  
**Budget Amendments Report**  
 4th quarter FY2018

**EXHIBIT A**

	\$0.00	\$25,000.00	\$20,000.00
478.05 General Revenue		\$13,586.00	\$16,414.00
Division: 000 Non Division Totals:	\$787,576.00	\$913,786.00	
Department: 01 Revenues Totals:	\$787,576.00	\$913,786.00	
Department: 05 Village Board			
Division: 001 Administration			
Program: 0000 Non Program			
500.01 - Salaries Regular Salaries		Amended Balance as of: 3/1/2018	\$0.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$0.00	\$15,000.00	(\$15,000.00)
	\$0.00	\$15,000.00	(\$15,000.00)
515.05 - Personnel Development Meetings/Activities/Expenses		Amended Balance as of: 3/1/2018	\$2,000.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$8,000.00	\$0.00	\$10,000.00
	\$8,000.00	\$0.00	\$10,000.00
515.10 - Personnel Development Training and Conferences		Amended Balance as of: 3/1/2018	\$14,530.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$0.00	\$5,000.00	\$9,530.00
	\$0.00	\$5,000.00	\$9,530.00
515.20 - Personnel Development Membership and Dues		Amended Balance as of: 3/1/2018	\$14,890.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$0.00	\$5,000.00	\$9,890.00
	\$0.00	\$5,000.00	\$9,890.00
523.25 - Other Services Events		Amended Balance as of: 3/1/2018	\$7,500.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$0.00	\$7,000.00	\$500.00
	\$0.00	\$7,000.00	\$500.00
524.20 - Subscription Services Organizational Memberships		Amended Balance as of: 3/1/2018	\$0.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$6,700.00	\$0.00	\$6,700.00
	\$6,700.00	\$0.00	\$6,700.00
Division: 001 Administration Totals:	\$21,200.00	\$38,500.00	
Department: 05 Village Board Totals:	\$21,200.00	\$38,500.00	
Department: 10 Administration			
Division: 001 Administration			
Program: 0000 Non Program			
500.01 - Salaries Regular Salaries		Amended Balance as of: 3/1/2018	\$256,593.46
04/30/2018 2018-00003976 fourth quarter budget amendment	\$0.00	\$88,000.00	\$168,593.46
	\$0.00	\$88,000.00	\$168,593.46
500.04 - Salaries Part-Time		Amended Balance as of: 3/1/2018	\$0.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$13,000.00	\$0.00	\$13,000.00
	\$13,000.00	\$0.00	\$13,000.00
523.10 - Other Services Consulting		Amended Balance as of: 3/1/2018	\$25,000.00
04/30/2018 2018-00003976 fourth quarter budget amendment	\$8,900.00	\$0.00	\$33,900.00

Village of Lemont  
**Budget Amendments Report**  
 4th quarter FY2018

**EXHIBIT A**

			\$8,900.00	\$0.00	\$33,900.00
Program: 0000 Non Program Totals:			\$21,900.00	\$88,000.00	
Division: 001 Administration Totals:			\$21,900.00	\$88,000.00	
Division: 120 Human Resources					
Program: 0000 Non Program					
500.01 - Salaries Regular Salaries				Amended Balance as of: 3/1/2018	\$52,541.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$10,000.00	\$42,541.00
			\$0.00	\$10,000.00	\$42,541.00
510.25 - Fringe Benefits Medical/Dental Insurance				Amended Balance as of: 3/1/2018	\$9,566.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$6,000.00	\$3,566.00
			\$0.00	\$6,000.00	\$3,566.00
510.30 - Fringe Benefits Vision Insurance				Amended Balance as of: 3/1/2018	\$138.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$1,300.00	\$0.00	\$1,438.00
			\$1,300.00	\$0.00	\$1,438.00
510.50 - Fringe Benefits EAP Benefit				Amended Balance as of: 3/1/2018	\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$2,000.00	\$0.00	\$2,000.00
			\$2,000.00	\$0.00	\$2,000.00
515.05 - Personnel Development Meetings/Activities/Expenses				Amended Balance as of: 3/1/2018	\$1,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$4,800.00	\$0.00	\$5,800.00
			\$4,800.00	\$0.00	\$5,800.00
515.10 - Personnel Development Training and Conferences				Amended Balance as of: 3/1/2018	\$14,200.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$10,000.00	\$4,200.00
			\$0.00	\$10,000.00	\$4,200.00
515.30 - Personnel Development Employee Recognition Activities				Amended Balance as of: 3/1/2018	\$2,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$2,000.00	\$0.00
			\$0.00	\$2,000.00	\$0.00
565.50 - Operating Supplies Wellness				Amended Balance as of: 3/1/2018	\$10,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$5,000.00	\$5,000.00
			\$0.00	\$5,000.00	\$5,000.00
Program: 0000 Non Program Totals:			\$8,100.00	\$33,000.00	
Division: 120 Human Resources Totals:			\$8,100.00	\$33,000.00	
Division: 130 Community Relations					
Program: 0000 Non Program					
500.01 - Salaries Regular Salaries				Amended Balance as of: 3/1/2018	\$17,190.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$35,000.00	\$0.00	\$52,190.00
			\$35,000.00	\$0.00	\$52,190.00
500.02 - Salaries Overtime				Amended Balance as of: 3/1/2018	\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$2,000.00	\$0.00	\$2,000.00
			\$2,000.00	\$0.00	\$2,000.00

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510.25 - Fringe Benefits Medical/Dental Insurance			Amended Balance as of: 3/1/2018		\$2,563.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$11,000.00	\$0.00	\$13,563.00
			\$11,000.00	\$0.00	\$13,563.00
Program: 0000 Non Program Totals:			\$48,000.00	\$0.00	
Program: 0005 Heritage Fest					
523.25 - Other Services Events			Amended Balance as of: 3/1/2018		\$20,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$4,000.00	\$0.00	\$24,000.00
			\$4,000.00	\$0.00	\$24,000.00
565.40 - Operating Supplies Events					
			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$6,500.00	\$0.00	\$6,500.00
			\$6,500.00	\$0.00	\$6,500.00
Program: 0005 Heritage Fest Totals:			\$10,500.00	\$0.00	
Program: 0010 Quarryman Challenge					
478.05 - Event Revenue General Revenue			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003975	fourth quarter budget	\$16,414.00	\$0.00	\$16,414.00
			\$16,414.00	\$0.00	\$16,414.00
478.10 - Event Revenue Quarryman Challenge					
			Amended Balance as of: 3/1/2018		\$30,000.00
04/30/2018	2018-00003975	fourth quarter budget	\$0.00	\$30,000.00	\$0.00
			\$0.00	\$30,000.00	\$0.00
523.25 - Other Services Events					
			Amended Balance as of: 3/1/2018		\$23,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$5,000.00	\$18,000.00
			\$0.00	\$5,000.00	\$18,000.00
Program: 0010 Quarryman Challenge Totals:			\$16,414.00	\$35,000.00	
Division: 130 Community Relations Totals:			\$74,914.00	\$35,000.00	
Division: 420 Economic Development					
Program: 0000 Non Program					
500.01 - Salaries Regular Salaries			Amended Balance as of: 3/1/2018		\$17,194.68
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$17,194.00	\$0.68
			\$0.00	\$17,194.00	\$0.68
510.25 - Fringe Benefits Medical/Dental Insurance					
			Amended Balance as of: 3/1/2018		\$2,563.02
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$2,563.00	\$0.02
			\$0.00	\$2,563.00	\$0.02
515.10 - Personnel Development Training and Conferences					
			Amended Balance as of: 3/1/2018		\$1,600.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$1,600.00	\$0.00
			\$0.00	\$1,600.00	\$0.00
523.45 - Other Services Economic Development					
			Amended Balance as of: 3/1/2018		\$50,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$1.00	\$49,999.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$25,000.00	\$24,999.00
			\$0.00	\$25,001.00	\$24,999.00

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540.10 - Printing/Advertising Outside Print Services	Amended Balance as of: 3/1/2018	\$5,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$4,000.00	\$1,000.00
	\$0.00    \$4,000.00	\$1,000.00
Program: 0000 Non Program Totals:	\$0.00	\$50,358.00
Division: 420 Economic Development Totals:	\$0.00	\$50,358.00
Division: 470 General Engineering		
Program: 0000 Non Program		
523.50 - Other Services General Engineering	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$10,500.00    \$0.00	\$10,500.00
	\$10,500.00    \$0.00	\$10,500.00
Program: 0000 Non Program Totals:	\$10,500.00	\$0.00
Division: 470 General Engineering Totals:	\$10,500.00	\$0.00
Department: 10 Administration Totals:	\$115,414.00	\$206,358.00
Department: 14 Legal		
Division: 001 Administration		
Program: 0000 Non Program		
500.01 - Salaries Regular Salaries	Amended Balance as of: 3/1/2018	\$75,849.80
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$75,849.00	\$0.80
	\$0.00    \$75,849.00	\$0.80
	\$0.00    \$75,849.00	\$0.80
510.05 - Fringe Benefits Deferred Compensation	Amended Balance as of: 3/1/2018	\$2,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$2,000.00	\$0.00
	\$0.00    \$2,000.00	\$0.00
	\$0.00    \$2,000.00	\$0.00
524.05 - Subscription Services Database	Amended Balance as of: 3/1/2018	\$5,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$3,000.00	\$2,000.00
	\$0.00    \$3,000.00	\$2,000.00
Program: 0000 Non Program Totals:	\$0.00	\$80,849.00
Division: 001 Administration Totals:	\$0.00	\$80,849.00
Division: 140 Legal- Corporate		
Program: 0000 Non Program		
530.05 - Legal Corporate	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$60,000.00    \$0.00	\$60,000.00
	\$60,000.00    \$0.00	\$60,000.00
Program: 0000 Non Program Totals:	\$60,000.00	\$0.00
Division: 140 Legal- Corporate Totals:	\$60,000.00	\$0.00
Division: 141 Legal-Litigation		
Program: 0000 Non Program		
523.10 - Other Services Consulting	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$7,701.00    \$0.00	\$7,701.00
	\$7,701.00    \$0.00	\$7,701.00
	\$7,701.00    \$0.00	\$7,701.00
530.07 - Legal Litigation	Amended Balance as of: 3/1/2018	\$180,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$6,000.00    \$0.00	\$186,000.00
04/30/2018    2018-00004049    amend budget	\$0.00    \$90,000.00	\$96,000.00
	\$6,000.00    \$90,000.00	\$96,000.00
	\$6,000.00    \$90,000.00	\$96,000.00

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Program: 0000 Non Program Totals:	\$13,701.00	\$90,000.00
Division: 141 Legal-Litigation Totals:	\$13,701.00	\$90,000.00
Division: 143 Legal-Labor		
Program: 0000 Non Program		
530.20 - Legal Labor	Amended Balance as of: 3/1/2018	\$20,000.00
04/30/2018    2018-00004049    amend budget	\$0.00	\$10,000.00
	\$0.00	\$10,000.00
	\$0.00	\$10,000.00
Program: 0000 Non Program Totals:	\$0.00	\$10,000.00
Division: 143 Legal-Labor Totals:	\$0.00	\$10,000.00
Department: 14 Legal Totals:	\$73,701.00	\$180,849.00
Department: 15 Finance		
Division: 001 Administration		
Program: 0000 Non Program		
520.05 - Financial Services Banking	Amended Balance as of: 3/1/2018	\$8,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$4,000.00	\$0.00
04/30/2018    2018-00004043    fourth quarter	\$0.00	\$2,338.00
	\$4,000.00	\$2,338.00
	\$4,000.00	\$9,662.00
520.20 - Financial Services Audit	Amended Balance as of: 3/1/2018	\$29,580.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$4,000.00	\$0.00
	\$4,000.00	\$0.00
	\$4,000.00	\$33,580.00
520.41 - Financial Services Property Taxes	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$3,000.00	\$0.00
	\$3,000.00	\$0.00
	\$3,000.00	\$3,000.00
523.10 - Other Services Consulting	Amended Balance as of: 3/1/2018	\$2,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$2,000.00	\$0.00
	\$2,000.00	\$0.00
	\$2,000.00	\$4,000.00
Program: 0000 Non Program Totals:	\$13,000.00	\$2,338.00
Division: 001 Administration Totals:	\$13,000.00	\$2,338.00
Division: 950 interfund		
Program: 0000 Non Program		
482.10 - Interfund Transfers In General Fund	Amended Balance as of: 3/1/2018	\$0.00
900.18 - Interfund Transfers Out Debt Service Fund	Amended Balance as of: 3/1/2018	\$398,230.00
04/01/2018    2018-00003963    fix budget amendment	\$331,000.00	\$0.00
	\$331,000.00	\$0.00
	\$331,000.00	\$729,230.00
900.22 - Interfund Transfers Out Social Security Fund	Amended Balance as of: 3/1/2018	\$80,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00	\$55,000.00
04/30/2018    2018-00004049    amend budget	\$0.00	\$50,000.00
	\$0.00	\$105,000.00
	\$0.00	(\$25,000.00)
900.50 - Interfund Transfers Out General Capital Improvement Fund	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00004043    fourth quarter	\$5,718.00	\$0.00
	\$5,718.00	\$0.00
	\$5,718.00	\$5,718.00

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900.52 - Interfund Transfers Out Village Hall Improvement Fund	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00004043    fourth quarter	\$16,160.00    \$0.00	\$16,160.00
	\$16,160.00    \$0.00	\$16,160.00
Program: 0000 Non Program Totals:	\$1,345,878.00	\$1,098,000.00
Division: 950 interfund Totals:	\$1,345,878.00	\$1,098,000.00
Department: 15 Finance Totals:	\$1,358,878.00	\$1,100,338.00
Department: 20 Police		
Division: 001 Administration		
Program: 0000 Non Program		
500.01 - Salaries Regular Salaries	Amended Balance as of: 3/1/2018	\$180,477.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$40,000.00	\$140,477.00
	\$0.00    \$40,000.00	\$140,477.00
500.04 - Salaries Part-Time	Amended Balance as of: 3/1/2018	\$41,648.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$41,648.00	\$0.00
	\$0.00    \$41,648.00	\$0.00
512.00 - Police Pension Plan Employer Contribution	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$878,631.00    \$0.00	\$878,631.00
	\$878,631.00    \$0.00	\$878,631.00
513.01 - Budget-Deferred and pension Deferred and pension	Amended Balance as of: 3/1/2018	\$766,765.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$766,765.00	\$0.00
	\$0.00    \$766,765.00	\$0.00
522.05 - Public Safety Services Accreditation	Amended Balance as of: 3/1/2018	\$9,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$9,400.00	(\$400.00)
	\$0.00    \$9,400.00	(\$400.00)
Division: 130 Community Relations		
Program: 0000 Non Program		
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$3,500.00    \$0.00	\$3,500.00
	\$3,500.00    \$0.00	\$3,500.00
Program: 0000 Non Program Totals:	\$3,500.00	\$0.00
Program: 1029 High School Other		
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$2,000.00    \$0.00	\$2,000.00
	\$2,000.00    \$0.00	\$2,000.00
Program: 1029 High School Other Totals:	\$2,000.00	\$0.00
Program: 1031 High School Football		
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$12,000.00    \$0.00	\$12,000.00
	\$12,000.00    \$0.00	\$12,000.00
Program: 1031 High School Football Totals:	\$12,000.00	\$0.00
Program: 1033 High School Basketball		

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500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$3,000.00	\$0.00	\$3,000.00
	\$3,000.00	\$0.00	\$3,000.00
Program: 1033 High School Basketball Totals:	\$3,000.00	\$0.00	
Program: 1035 High School Wrestling			
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$1,200.00	\$0.00	\$1,200.00
	\$1,200.00	\$0.00	\$1,200.00
Program: 1035 High School Wrestling Totals:	\$1,200.00	\$0.00	
Program: 1036 High School Baseball			
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$950.00	\$0.00	\$950.00
	\$950.00	\$0.00	\$950.00
Program: 1036 High School Baseball Totals:	\$950.00	\$0.00	
Program: 1038 High School Theater			
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$1,700.00	\$0.00	\$1,700.00
	\$1,700.00	\$0.00	\$1,700.00
Program: 1038 High School Theater Totals:	\$1,700.00	\$0.00	
Program: 1039 High School Traffic			
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$4,900.00	\$0.00	\$4,900.00
	\$4,900.00	\$0.00	\$4,900.00
Program: 1039 High School Traffic Totals:	\$4,900.00	\$0.00	
Program: 1041 Hindu Temple Deepavali			
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$5,300.00	\$0.00	\$5,300.00
	\$5,300.00	\$0.00	\$5,300.00
Program: 1041 Hindu Temple Deepavali Totals:	\$5,300.00	\$0.00	
Program: 1060 113A Dance			
500.06 - Salaries Special Detail	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$230.00	\$0.00	\$230.00
	\$230.00	\$0.00	\$230.00
Program: 1060 113A Dance Totals:	\$230.00	\$0.00	
Division: 130 Community Relations Totals:	\$34,780.00	\$0.00	
Division: 210 Operations			
Program: 0000 Non Program			
500.01 - Salaries Regular Salaries	Amended Balance as of: 3/1/2018		\$1,950,246.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$0.00	\$40,000.00	\$1,910,246.00
	\$0.00	\$40,000.00	\$1,910,246.00
500.02 - Salaries Overtime	Amended Balance as of: 3/1/2018		\$205,745.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$0.00	\$25,000.00	\$180,745.00
	\$0.00	\$25,000.00	\$180,745.00
500.03 - Salaries Mandatory Overtime	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$49,000.00	\$0.00	\$49,000.00

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				\$49,000.00	\$0.00
				\$49,000.00	
500.04 - Salaries Part-Time				Amended Balance as of: 3/1/2018	\$83,475.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$20,000.00	\$63,475.00
			\$0.00	\$20,000.00	\$63,475.00
500.06 - Salaries Special Detail				Amended Balance as of: 3/1/2018	\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$6,643.00	\$0.00	\$6,643.00
			\$6,643.00	\$0.00	\$6,643.00
510.25 - Fringe Benefits Medical/Dental Insurance				Amended Balance as of: 3/1/2018	\$403,139.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$10,000.00	\$393,139.00
			\$0.00	\$10,000.00	\$393,139.00
515.10 - Personnel Development Training and Conferences				Amended Balance as of: 3/1/2018	\$13,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$10,000.00	\$3,000.00
			\$0.00	\$10,000.00	\$3,000.00
525.15 - Communications Cell Phones				Amended Balance as of: 3/1/2018	\$4,750.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$2,400.00	\$0.00	\$7,150.00
			\$2,400.00	\$0.00	\$7,150.00
525.20 - Communications Dispatch				Amended Balance as of: 3/1/2018	\$345,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$15,000.00	\$330,000.00
			\$0.00	\$15,000.00	\$330,000.00
562.10 - Uniforms Full Time Sworn				Amended Balance as of: 3/1/2018	\$3,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$1,000.00	\$2,000.00
			\$0.00	\$1,000.00	\$2,000.00
565.20 - Operating Supplies Safety				Amended Balance as of: 3/1/2018	\$7,200.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$1,000.00	\$6,200.00
			\$0.00	\$1,000.00	\$6,200.00
566.05 - Range Supplies Ammunition				Amended Balance as of: 3/1/2018	\$11,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$5,000.00	\$6,000.00
			\$0.00	\$5,000.00	\$6,000.00
570.25 - Maintenance Supplies Communications				Amended Balance as of: 3/1/2018	\$7,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$3,000.00	\$4,000.00
			\$0.00	\$3,000.00	\$4,000.00
Program: 0000 Non Program Totals:			\$58,043.00	\$130,000.00	
Division: 210 Operations Totals:			\$58,043.00	\$130,000.00	
Division: 220 Support Services					
Program: 0000 Non Program					
500.01 - Salaries Regular Salaries				Amended Balance as of: 3/1/2018	\$213,358.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$63,000.00	\$0.00	\$276,358.00



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			\$63,000.00	\$0.00	\$276,358.00
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500.02 - Salaries Overtime			Amended Balance as of: 3/1/2018		\$0.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$8,000.00	\$0.00
				\$8,000.00	\$8,000.00
<hr/>					
500.04 - Salaries Part-Time			Amended Balance as of: 3/1/2018		\$63,425.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$26,000.00
				\$0.00	\$37,425.00
<hr/>					
510.25 - Fringe Benefits Medical/Dental Insurance			Amended Balance as of: 3/1/2018		\$33,263.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$13,000.00	\$0.00
				\$13,000.00	\$46,263.00
<hr/>					
522.05 - Public Safety Services Accreditation			Amended Balance as of: 3/1/2018		\$0.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$9,400.00	\$0.00
				\$9,400.00	\$9,400.00
<hr/>					
525.10 - Communications Telephone			Amended Balance as of: 3/1/2018		\$7,000.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$7,000.00
				\$0.00	\$0.00
<hr/>					
558.05 - Rent/Lease Office Equipment			Amended Balance as of: 3/1/2018		\$15,000.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$4,000.00
				\$0.00	\$11,000.00
<hr/>					
Program: 0000 Non Program Totals:				\$93,400.00	\$37,000.00
Division: 220 Support Services Totals:				\$93,400.00	\$37,000.00
Division: 230 Investigations					
Program: 0000 Non Program					
500.02 - Salaries Overtime			Amended Balance as of: 3/1/2018		\$0.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$20,000.00	\$0.00
				\$20,000.00	\$20,000.00
<hr/>					
500.03 - Salaries Mandatory Overtime			Amended Balance as of: 3/1/2018		\$0.00
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$7,000.00	\$0.00
				\$7,000.00	\$7,000.00
<hr/>					
500.04 - Salaries Part-Time			Amended Balance as of: 3/1/2018		\$22,338.16
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$7,000.00
				\$0.00	\$15,338.16
<hr/>					
510.25 - Fringe Benefits Medical/Dental Insurance			Amended Balance as of: 3/1/2018		\$70,280.60
	04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$1,000.00
				\$0.00	\$69,280.60
<hr/>					
Program: 0000 Non Program Totals:				\$27,000.00	\$8,000.00
Division: 230 Investigations Totals:				\$27,000.00	\$8,000.00
Division: 320 Vehicle Maintenance Division					

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Program: 0000 Non Program

547.00 - Vehicle Maintenance General				Amended Balance as of: 3/1/2018	\$30,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$3,200.00	\$0.00	\$33,200.00
			\$3,200.00	\$0.00	\$33,200.00

Program: 0000 Non Program Totals:

Division: 320 Vehicle Maintenance Division Totals:

Division: 500 Capital

Program: 0000 Non Program

608.10 - Capital Outlay Vehicles Small Inventory Assets				Amended Balance as of: 3/1/2018	\$178,513.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$20,000.00	\$0.00	\$198,513.00
04/30/2018	2018-00004049	amend budget	\$0.00	\$30,000.00	\$168,513.00
			\$20,000.00	\$30,000.00	\$168,513.00

610.10 - Capital Outlay Machinery & Equipment Small Inventory Asset

04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$20,000.00	\$19,900.00
			\$0.00	\$20,000.00	\$19,900.00

Program: 0000 Non Program Totals:

Division: 500 Capital Totals:

Department: 20 Police Totals:

Department: 22 Emergency Management

Division: 500 Capital

Program: 0000 Non Program

610.10 - Capital Outlay Machinery & Equipment Small Inventory Asset				Amended Balance as of: 3/1/2018	\$50,500.00
04/30/2018	2018-00004049	amend budget	\$0.00	\$25,000.00	\$25,500.00
			\$0.00	\$25,000.00	\$25,500.00

Program: 0000 Non Program Totals:

Division: 500 Capital Totals:

Department: 22 Emergency Management Totals:

Department: 25 Public Works

Division: 001 Administration

Program: 0000 Non Program

500.04 - Salaries Part-Time				Amended Balance as of: 3/1/2018	\$36,293.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$10,000.00	\$26,293.00
			\$0.00	\$10,000.00	\$26,293.00

525.10 - Communications Telephone

04/30/2018	2018-00003976	fourth quarter budget amendment	\$1,300.00	\$0.00	\$3,900.00
			\$1,300.00	\$0.00	\$3,900.00

525.15 - Communications Cell Phones

04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$1,000.00	\$2,000.00
			\$0.00	\$1,000.00	\$2,000.00

525.25 - Communications Internet Service

04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$1,000.00	\$500.00
			\$0.00	\$1,000.00	\$500.00

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527.05 - Insurance IRMA Premium				Amended Balance as of: 3/1/2018		\$40,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$40,000.00	\$0.00	
			\$0.00	\$40,000.00	\$0.00	
527.10 - Insurance IRMA Deductible				Amended Balance as of: 3/1/2018		\$10,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$2,000.00	\$0.00	\$12,000.00	
			\$2,000.00	\$0.00	\$12,000.00	
Program: 0000 Non Program Totals:				\$3,300.00	\$52,000.00	
Division: 001 Administration Totals:				\$3,300.00	\$52,000.00	
Division: 310 Streets Division						
Program: 0000 Non Program						
500.01 - Salaries Regular Salaries				Amended Balance as of: 3/1/2018		\$319,052.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$10,400.00	\$0.00	\$329,452.00	
			\$10,400.00	\$0.00	\$329,452.00	
523.50 - Other Services General Engineering				Amended Balance as of: 3/1/2018		\$18,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$13,000.00	\$0.00	\$31,000.00	
			\$13,000.00	\$0.00	\$31,000.00	
545.10 - Maintenance Contract Streets and Alleys				Amended Balance as of: 3/1/2018		\$20,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$20,000.00	\$0.00	
			\$0.00	\$20,000.00	\$0.00	
547.00 - Vehicle Maintenance General				Amended Balance as of: 3/1/2018		\$14,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$3,800.00	\$10,200.00	
			\$0.00	\$3,800.00	\$10,200.00	
548.05 - Streets & Alley Maintenance Services General				Amended Balance as of: 3/1/2018		\$160,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$20,000.00	\$140,000.00	
04/30/2018	2018-00004049	amend budget	\$0.00	\$30,000.00	\$110,000.00	
			\$0.00	\$50,000.00	\$110,000.00	
558.25 - Rent/Lease Storage				Amended Balance as of: 3/1/2018		\$10,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$10,000.00	\$0.00	
			\$0.00	\$10,000.00	\$0.00	
558.30 - Rent/Lease Construction Equipment				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$4,200.00	\$0.00	\$4,200.00	
			\$4,200.00	\$0.00	\$4,200.00	
568.00 - Streets & Alleys Maintenance Supplies General Supplies				Amended Balance as of: 3/1/2018		\$54,065.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$10,000.00	\$44,065.00	
			\$0.00	\$10,000.00	\$44,065.00	
Program: 0000 Non Program Totals:				\$27,600.00	\$93,800.00	
Division: 310 Streets Division Totals:				\$27,600.00	\$93,800.00	
Division: 320 Vehicle Maintenance Division						

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Program: 0000 Non Program

546.00 - Equipment Maintenance General		Amended Balance as of: 3/1/2018	\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$1,600.00
			\$0.00
			\$1,600.00

565.10 - Operating Supplies Motor Fuel		Amended Balance as of: 3/1/2018	\$140,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$6,000.00
			\$0.00
			\$146,000.00

565.15 - Operating Supplies Tools & Equipment		Amended Balance as of: 3/1/2018	\$5,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$1,500.00
			\$3,500.00

572.05 - Vehicle Maintenance Supplies General		Amended Balance as of: 3/1/2018	\$43,600.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$3,000.00
			\$0.00
			\$46,600.00

Program: 0000 Non Program Totals:	\$10,600.00	\$1,500.00
Division: 320 Vehicle Maintenance Division Totals:	\$10,600.00	\$1,500.00

Division: 330 Facilities Management Division

Program: 0000 Non Program

545.15 - Maintenance Contract Village Hall		Amended Balance as of: 3/1/2018	\$45,272.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$3,000.00
			\$42,272.00

545.55 - Maintenance Contract Public Works Facility		Amended Balance as of: 3/1/2018	\$21,919.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$10,000.00
			\$11,919.00

545.60 - Maintenance Contract Police Building		Amended Balance as of: 3/1/2018	\$60,829.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$10,000.00
			\$50,829.00

550.10 - Building and Grounds Maintenance Old Police Station		Amended Balance as of: 3/1/2018	\$2,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$1,000.00
			\$1,000.00

550.15 - Building and Grounds Maintenance Public Works Facility		Amended Balance as of: 3/1/2018	\$26,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$2,000.00
			\$24,000.00

550.20 - Building and Grounds Maintenance Police Facility		Amended Balance as of: 3/1/2018	\$65,130.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$15,000.00
			\$50,130.00

550.50 - Building and Grounds Maintenance Range		Amended Balance as of: 3/1/2018	\$14,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00
			\$9,000.00
			\$5,000.00

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Program: 0000 Non Program Totals:	\$0.00	\$50,000.00
Division: 330 Facilities Management Division Totals:	\$0.00	\$50,000.00
Division: 390 Utilities		
Program: 0000 Non Program		
580.10 - Electric Expense Street Lighting	Amended Balance as of: 3/1/2018	\$90,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$20,000.00	\$0.00
	\$20,000.00	\$110,000.00
Program: 0000 Non Program Totals:	\$20,000.00	\$0.00
Division: 390 Utilities Totals:	\$20,000.00	\$0.00
Division: 500 Capital		
Program: 0000 Non Program		
608.05 - Capital Outlay Vehicles Capitalized Assets	Amended Balance as of: 3/1/2018	\$60,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00	\$30,000.00
	\$0.00	\$30,000.00
614.10 - Capital Outlay Software & Technology Softward & Cloud Based Software	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$4,000.00	\$0.00
	\$4,000.00	\$4,000.00
Program: 0000 Non Program Totals:	\$4,000.00	\$30,000.00
Division: 500 Capital Totals:	\$4,000.00	\$30,000.00
Department: 25 Public Works Totals:	\$65,500.00	\$227,300.00
Department: 30 Planning & Economic Development		
Division: 420 Economic Development		
Program: 0000 Non Program		
523.45 - Other Services Economic Development	Amended Balance as of: 3/1/2018	\$19,400.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00	\$15,000.00
	\$0.00	\$4,400.00
Program: 0000 Non Program Totals:	\$0.00	\$15,000.00
Division: 420 Economic Development Totals:	\$0.00	\$15,000.00
Department: 30 Planning & Economic Development Totals:	\$0.00	\$15,000.00
Department: 40 Engineering		
Division: 470 General Engineering		
Program: 0000 Non Program		
523.50 - Other Services General Engineering	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$2,000.00	\$0.00
	\$2,000.00	\$2,000.00
Program: 0000 Non Program Totals:	\$2,000.00	\$0.00
Division: 470 General Engineering Totals:	\$2,000.00	\$0.00
Department: 40 Engineering Totals:	\$2,000.00	\$0.00
Department: 45 Community Development		
Division: 001 Administration		
Program: 0000 Non Program		
500.01 - Salaries Regular Salaries	Amended Balance as of: 3/1/2018	\$56,673.54
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00	\$20,000.00
	\$0.00	\$36,673.54

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523.10 - Other Services Consulting				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$4,000.00	\$0.00	\$4,000.00	
			<u>\$4,000.00</u>	<u>\$0.00</u>	<u>\$4,000.00</u>	
558.05 - Rent/Lease Office Equipment				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$3,000.00	\$0.00	\$3,000.00	
			<u>\$3,000.00</u>	<u>\$0.00</u>	<u>\$3,000.00</u>	
560.05 - Office Supplies General				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$1,520.00	\$0.00	\$1,520.00	
			<u>\$1,520.00</u>	<u>\$0.00</u>	<u>\$1,520.00</u>	
Program: 0000 Non Program Totals:			\$8,520.00	\$20,000.00		
Division: 001 Administration Totals:			\$8,520.00	\$20,000.00		
Division: 410 Planning Division						
Program: 0000 Non Program						
500.01 - Salaries Regular Salaries				Amended Balance as of: 3/1/2018		\$58,780.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$22,000.00	\$0.00	\$80,780.00	
			<u>\$22,000.00</u>	<u>\$0.00</u>	<u>\$80,780.00</u>	
500.02 - Salaries Overtime				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$2,000.00	\$0.00	\$2,000.00	
			<u>\$2,000.00</u>	<u>\$0.00</u>	<u>\$2,000.00</u>	
510.25 - Fringe Benefits Medical/Dental Insurance				Amended Balance as of: 3/1/2018		\$17,929.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$9,000.00	\$8,929.00	
			<u>\$0.00</u>	<u>\$9,000.00</u>	<u>\$8,929.00</u>	
515.10 - Personnel Development Training and Conferences				Amended Balance as of: 3/1/2018		\$3,535.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$3,000.00	\$535.00	
			<u>\$0.00</u>	<u>\$3,000.00</u>	<u>\$535.00</u>	
521.55 - Building & Planning Services Mapping				Amended Balance as of: 3/1/2018		\$4,350.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$4,000.00	\$350.00	
			<u>\$0.00</u>	<u>\$4,000.00</u>	<u>\$350.00</u>	
521.70 - Building & Planning Services Other Services				Amended Balance as of: 3/1/2018		\$30,000.00
04/30/2018	2018-00004049	amend budget	\$0.00	\$10,000.00	\$20,000.00	
			<u>\$0.00</u>	<u>\$10,000.00</u>	<u>\$20,000.00</u>	
521.90 - Building & Planning Services Other Services-Zoning Entitlementen				Amended Balance as of: 3/1/2018		\$10,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$0.00	\$7,000.00	\$3,000.00	
			<u>\$0.00</u>	<u>\$7,000.00</u>	<u>\$3,000.00</u>	
521.95 - Building & Planning Services Other Services-Site Development				Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$3,900.00	\$0.00	\$3,900.00	
			<u>\$3,900.00</u>	<u>\$0.00</u>	<u>\$3,900.00</u>	

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540.05 - Printing/Advertising Recording and Legal Notices	Amended Balance as of: 3/1/2018	\$2,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$1,000.00	\$1,000.00
	\$0.00    \$1,000.00	\$1,000.00
Program: 0000 Non Program Totals:	\$27,900.00	\$34,000.00
Division: 410 Planning Division Totals:	\$27,900.00	\$34,000.00
Division: 420 Economic Development		
Program: 0000 Non Program		
523.10 - Other Services Consulting	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$1.00    \$0.00	\$1.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$17,500.00    \$0.00	\$17,501.00
	\$17,501.00    \$0.00	\$17,501.00
523.45 - Other Services Economic Development	Amended Balance as of: 3/1/2018	\$20,250.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$5,700.00    \$0.00	\$25,950.00
	\$5,700.00    \$0.00	\$25,950.00
540.10 - Printing/Advertising Outside Print Services	Amended Balance as of: 3/1/2018	\$10,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$7,100.00    \$0.00	\$17,100.00
	\$7,100.00    \$0.00	\$17,100.00
Program: 0000 Non Program Totals:	\$30,301.00	\$0.00
Division: 420 Economic Development Totals:	\$30,301.00	\$0.00
Division: 440 Building Permits & Inspections		
Program: 0000 Non Program		
500.01 - Salaries Regular Salaries	Amended Balance as of: 3/1/2018	\$174,617.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$22,000.00    \$0.00	\$196,617.00
	\$22,000.00    \$0.00	\$196,617.00
500.02 - Salaries Overtime	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$7,000.00    \$0.00	\$7,000.00
	\$7,000.00    \$0.00	\$7,000.00
500.04 - Salaries Part-Time	Amended Balance as of: 3/1/2018	\$72,932.84
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$20,000.00	\$52,932.84
	\$0.00    \$20,000.00	\$52,932.84
510.25 - Fringe Benefits Medical/Dental Insurance	Amended Balance as of: 3/1/2018	\$71,038.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$20,000.00    \$0.00	\$91,038.00
	\$20,000.00    \$0.00	\$91,038.00
521.85 - Building & Planning Services Eng. Services-Site Development	Amended Balance as of: 3/1/2018	\$40,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$10,000.00	\$30,000.00
	\$0.00    \$10,000.00	\$30,000.00
521.95 - Building & Planning Services Other Services-Site Development	Amended Balance as of: 3/1/2018	\$18,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00    \$8,000.00	\$10,000.00
	\$0.00    \$8,000.00	\$10,000.00

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523.95 - Other Services Property Maintenance	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$1,394.00	\$0.00	\$1,394.00
	\$1,394.00	\$0.00	\$1,394.00
Program: 0000 Non Program Totals:	\$50,394.00	\$38,000.00	
Division: 440 Building Permits & Inspections Totals:	\$50,394.00	\$38,000.00	
Department: 45 Community Development Totals:	\$117,115.00	\$92,000.00	
Department: 50 Information Technology			
Division: 001 Administration			
Program: 0000 Non Program			
523.15 - Other Services Data Processing / Technology	Amended Balance as of: 3/1/2018		\$32,776.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$30,000.00	\$0.00	\$62,776.00
	\$30,000.00	\$0.00	\$62,776.00
545.75 - Maintenance Contract Software	Amended Balance as of: 3/1/2018		\$32,600.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$30,000.00	\$0.00	\$62,600.00
04/30/2018    2018-00004049    amend budget	\$0.00	\$15,000.00	\$47,600.00
	\$30,000.00	\$15,000.00	\$47,600.00
558.05 - Rent/Lease Office Equipment	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$2,000.00	\$0.00	\$2,000.00
	\$2,000.00	\$0.00	\$2,000.00
565.00 - Operating Supplies General	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$8,900.00	\$0.00	\$8,900.00
	\$8,900.00	\$0.00	\$8,900.00
Program: 0000 Non Program Totals:	\$70,900.00	\$15,000.00	
Division: 001 Administration Totals:	\$70,900.00	\$15,000.00	
Division: 500 Capital			
Program: 0000 Non Program			
545.05 - Maintenance Contract Equipment	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$5,500.00	\$0.00	\$5,500.00
	\$5,500.00	\$0.00	\$5,500.00
546.05 - Equipment Maintenance Warranty/Service	Amended Balance as of: 3/1/2018		\$17,900.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00	\$17,900.00	\$0.00
	\$0.00	\$17,900.00	\$0.00
614.05 - Capital Outlay Software & Technology Capitalized Asset	Amended Balance as of: 3/1/2018		\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$14,000.00	\$0.00	\$14,000.00
	\$14,000.00	\$0.00	\$14,000.00
614.10 - Capital Outlay Software & Technology Softward & Cloud Based Software	Amended Balance as of: 3/1/2018		\$23,800.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$0.00	\$16,000.00	\$7,800.00
	\$0.00	\$16,000.00	\$7,800.00
616.10 - Capital Outlay Computer Equipment Small Inventory Asset	Amended Balance as of: 3/1/2018		\$15,900.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$5,000.00	\$0.00	\$20,900.00



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				\$5,000.00	\$0.00
				\$20,900.00	
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616.15 - Capital Outlay Computer Equipment Small Inventory- Computers				Amended Balance as of: 3/1/2018	\$18,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment		\$0.00	\$5,000.00
				\$13,000.00	
				<hr/>	<hr/>
				\$0.00	\$5,000.00
				\$13,000.00	
<hr/>					
Program: 0000 Non Program Totals:				\$24,500.00	\$38,900.00
Division: 500 Capital Totals:				\$24,500.00	\$38,900.00
Department: 50 Information Technology Totals:				\$95,400.00	\$53,900.00
Department: 90 General Government					
Division: 500 Capital					
Program: 0000 Non Program					
610.05 - Capital Outlay Machinery & Equipment Capitalized Asset				Amended Balance as of: 3/1/2018	\$130,000.00
04/30/2018	2018-00003976	fourth quarter budget amendment		\$0.00	\$111,000.00
				\$19,000.00	
				<hr/>	<hr/>
				\$0.00	\$111,000.00
Program: 0000 Non Program Totals:				\$0.00	\$111,000.00
Division: 500 Capital Totals:				\$0.00	\$111,000.00
Department: 90 General Government Totals:				\$0.00	\$111,000.00
<b>Fund Totals: General Fund</b>				<b>\$3,765,838.00</b>	<b>\$4,047,258.00</b>
Fund: 18 Debt Service Fund					
Department: 15 Finance					
Division: 900 Debt					
Program: 9055 2012B GO ARS Bond					
700.00 - Principal Payment Debt Payment				Amended Balance as of: 3/1/2018	\$121,230.00
04/30/2018	2018-00003976	fourth quarter budget amendment		\$203,770.00	\$0.00
				\$325,000.00	
				<hr/>	<hr/>
				\$203,770.00	\$0.00
				\$325,000.00	
<hr/>					
705.00 - Interest Payment Debt Payment				Amended Balance as of: 3/1/2018	\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment		\$80,000.00	\$0.00
				\$80,000.00	
				<hr/>	<hr/>
				\$80,000.00	\$80,000.00
<hr/>					
715.00 - Bond Service Fees				Amended Balance as of: 3/1/2018	\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment		\$500.00	\$0.00
				\$500.00	\$500.00
				<hr/>	<hr/>
				\$500.00	\$500.00
Program: 9055 2012B GO ARS Bond Totals:				\$284,270.00	\$0.00
Program: 9095 2014B GO (ARS) Bond					
705.00 - Interest Payment Debt Payment				Amended Balance as of: 3/1/2018	\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment		\$37,000.00	\$0.00
				\$37,000.00	\$37,000.00
				<hr/>	<hr/>
				\$37,000.00	\$37,000.00
Program: 9095 2014B GO (ARS) Bond Totals:				\$37,000.00	\$0.00
Program: 9110 2015B GO Refunding Bond (ARS)					
700.00 - Principal Payment Debt Payment				Amended Balance as of: 3/1/2018	\$10,000.00
04/30/2018	2018-00004043	fourth quarter		\$4,296,971.00	\$0.00
				\$4,306,971.00	
				<hr/>	<hr/>
				\$4,296,971.00	\$0.00
				\$4,306,971.00	
Program: 9110 2015B GO Refunding Bond (ARS) Totals:				\$4,296,971.00	\$0.00
Program: 9116 2017A Refunding Bonds					
483.00 - Bond Proceeds ARS Bonds				Amended Balance as of: 3/1/2018	\$0.00

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04/30/2018	2018-00004043	fourth quarter	\$4,160,000.00	\$0.00	\$4,160,000.00
			\$4,160,000.00	\$0.00	\$4,160,000.00
485.10 - Other Financing Sources Bonds-Issue Premium			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00004043	fourth quarter	\$212,071.00	\$0.00	\$212,071.00
			\$212,071.00	\$0.00	\$212,071.00
710.00 - Other financing Uses Fees			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00004043	fourth quarter	\$75,100.00	\$0.00	\$75,100.00
			\$75,100.00	\$0.00	\$75,100.00
Program: 9116 2017A Refunding Bonds Totals:			\$4,447,171.00	\$0.00	
Division: 900 Debt Totals:			\$9,065,412.00	\$0.00	
Division: 950 interfund					
Program: 0000 Non Program					
482.10 - Interfund Transfers In General Fund			Amended Balance as of: 3/1/2018		\$398,230.00
03/14/2018	2018-00003428	3rd quarter	\$331,000.00	\$0.00	\$729,230.00
			\$331,000.00	\$0.00	\$729,230.00
Program: 0000 Non Program Totals:			\$331,000.00	\$0.00	
Division: 950 interfund Totals:			\$331,000.00	\$0.00	
Department: 15 Finance Totals:			\$9,396,412.00	\$0.00	
<b>Fund Totals: Debt Service Fund</b>			<b>\$9,396,412.00</b>	<b>\$0.00</b>	
Fund: 26 State Forfeiture Fund					
Department: 01 Revenues					
Division: 000 Non Division					
Program: 0000 Non Program					
442.10 - Forfeiture Proceeds State			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00004043	fourth quarter	\$16,687.00	\$0.00	\$16,687.00
			\$16,687.00	\$0.00	\$16,687.00
Program: 0000 Non Program Totals:			\$16,687.00	\$0.00	
Division: 000 Non Division Totals:			\$16,687.00	\$0.00	
Department: 01 Revenues Totals:			\$16,687.00	\$0.00	
Department: 91 Public Safety Capital					
Division: 500 Capital					
Program: 0000 Non Program					
608.05 - Capital Outlay Vehicles Capitalized Assets			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00004043	fourth quarter	\$16,687.00	\$0.00	\$16,687.00
			\$16,687.00	\$0.00	\$16,687.00
Program: 0000 Non Program Totals:			\$16,687.00	\$0.00	
Division: 500 Capital Totals:			\$16,687.00	\$0.00	
Department: 91 Public Safety Capital Totals:			\$16,687.00	\$0.00	
<b>Fund Totals: State Forfeiture Fund</b>			<b>\$33,374.00</b>	<b>\$0.00</b>	
Fund: 30 Downtown TIF Fund					
Department: 10 Administration					
Division: 001 Administration					
Program: 0000 Non Program					
520.41 - Financial Services Property Taxes			Amended Balance as of: 3/1/2018		\$0.00

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04/30/2018	2018-00003976	fourth quarter budget amendment	\$22,036.00	\$0.00	\$22,036.00
			\$22,036.00	\$0.00	\$22,036.00
Program: 0000 Non Program Totals:			\$22,036.00	\$0.00	
Division: 001 Administration Totals:			\$22,036.00	\$0.00	
Department: 10 Administration Totals:			\$22,036.00	\$0.00	
<b>Fund Totals: Downtown TIF Fund</b>			<b>\$22,036.00</b>	<b>\$0.00</b>	
Fund: 32 Canal TIF District Fund					
Department: 01 Revenues					
Division: 000 Non Division					
Program: 0000 Non Program					
410.82 - Property Tax Canal TIF District Fund			Amended Balance as of: 3/1/2018		\$250,000.00
04/30/2018	2018-00004043	fourth quarter	\$22,000.00	\$0.00	\$272,000.00
			\$22,000.00	\$0.00	\$272,000.00
Program: 0000 Non Program Totals:			\$22,000.00	\$0.00	
Division: 000 Non Division Totals:			\$22,000.00	\$0.00	
Department: 01 Revenues Totals:			\$22,000.00	\$0.00	
Department: 10 Administration					
Division: 001 Administration					
Program: 0000 Non Program					
523.10 - Other Services Consulting			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00003976	fourth quarter budget amendment	\$22,000.00	\$0.00	\$22,000.00
04/30/2018	2018-00004043	fourth quarter	\$22,000.00	\$0.00	\$44,000.00
			\$44,000.00	\$0.00	\$44,000.00
Program: 0000 Non Program Totals:			\$44,000.00	\$0.00	
Division: 001 Administration Totals:			\$44,000.00	\$0.00	
Department: 10 Administration Totals:			\$44,000.00	\$0.00	
Department: 15 Finance					
Division: 900 Debt					
Program: 9025 2007 TIF ARS Bond					
715.00 - Bond Service Fees			Amended Balance as of: 3/1/2018		\$515.00
04/30/2018	2018-00004043	fourth quarter	\$70,200.00	\$0.00	\$70,715.00
			\$70,200.00	\$0.00	\$70,715.00
Program: 9025 2007 TIF ARS Bond Totals:			\$70,200.00	\$0.00	
Program: 9117 2017B Refunding TIF Bonds					
483.00 - Bond Proceeds ARS Bonds			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00004043	fourth quarter	\$1,940,000.00	\$0.00	\$1,940,000.00
			\$1,940,000.00	\$0.00	\$1,940,000.00
485.10 - Other Financing Sources Bonds-Issue Premium			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00004043	fourth quarter	\$108,081.00	\$0.00	\$108,081.00
			\$108,081.00	\$0.00	\$108,081.00
700.00 - Principal Payment Debt Payment			Amended Balance as of: 3/1/2018		\$0.00
04/30/2018	2018-00004043	fourth quarter	\$1,930,000.00	\$0.00	\$1,930,000.00
			\$1,930,000.00	\$0.00	\$1,930,000.00

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710.00 - Other financing Uses Fees	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00004043    fourth quarter	\$47,881.00	\$47,881.00
	\$47,881.00	\$47,881.00
Program: 9117 2017B Refunding TIF Bonds Totals:	\$4,025,962.00	\$0.00
Division: 900 Debt Totals:	\$4,096,162.00	\$0.00
Department: 15 Finance Totals:	\$4,096,162.00	\$0.00
<b>Fund Totals: Canal TIF District Fund</b>	<b>\$4,162,162.00</b>	<b>\$0.00</b>
Fund: 52 Village Hall Improvement Fund		
Department: 15 Finance		
Division: 950 interfund		
Program: 0000 Non Program		
482.10 - Interfund Transfers In General Fund	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00004043    fourth quarter	\$16,161.00	\$16,161.00
	\$16,161.00	\$16,161.00
Program: 0000 Non Program Totals:	\$16,161.00	\$0.00
Division: 950 interfund Totals:	\$16,161.00	\$0.00
Department: 15 Finance Totals:	\$16,161.00	\$0.00
Department: 90 General Government		
Division: 500 Capital		
Program: 0000 Non Program		
700.20 - Principal Payment Capital Lease	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$10,358.00	\$10,358.00
04/30/2018    2018-00004043    fourth quarter	\$16,161.00	\$26,519.00
	\$26,519.00	\$26,519.00
Program: 0000 Non Program Totals:	\$26,519.00	\$0.00
Division: 500 Capital Totals:	\$26,519.00	\$0.00
Department: 90 General Government Totals:	\$26,519.00	\$0.00
<b>Fund Totals: Village Hall Improvement Fund</b>	<b>\$42,680.00</b>	<b>\$0.00</b>
Fund: 76 Parking Lot Fund		
Department: 01 Revenues		
Division: 000 Non Division		
Program: 0000 Non Program		
436.10 - Parking Fees Meters	Amended Balance as of: 3/1/2018	\$46,000.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$19,693.00	\$65,693.00
	\$19,693.00	\$65,693.00
Program: 0000 Non Program Totals:	\$19,693.00	\$0.00
Division: 000 Non Division Totals:	\$19,693.00	\$0.00
Department: 01 Revenues Totals:	\$19,693.00	\$0.00
Department: 10 Administration		
Division: 001 Administration		
Program: 0000 Non Program		
520.05 - Financial Services Banking	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018    2018-00003976    fourth quarter budget amendment	\$5,358.00	\$5,358.00
	\$5,358.00	\$5,358.00
Program: 0000 Non Program Totals:	\$5,358.00	\$0.00
Division: 001 Administration Totals:	\$5,358.00	\$0.00

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Department: 10 Administration Totals:	\$5,358.00	\$0.00
Department: 50 Information Technology		
Division: 500 Capital		
Program: 0000 Non Program		
545.40 - Maintenance Contract Metra Lot	Amended Balance as of: 3/1/2018	\$2,880.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$2,820.00	\$0.00
	\$2,820.00	\$5,700.00
Program: 0000 Non Program Totals:	\$2,820.00	\$0.00
Division: 500 Capital Totals:	\$2,820.00	\$0.00
Department: 50 Information Technology Totals:	\$2,820.00	\$0.00
Department: 94 Parking Capital		
Division: 500 Capital		
Program: 0000 Non Program		
606.00 - Capital Outlay Buildings Buildings	Amended Balance as of: 3/1/2018	\$0.00
04/30/2018      2018-00003976      fourth quarter budget amendment	\$11,515.00	\$0.00
	\$11,515.00	\$11,515.00
Program: 0000 Non Program Totals:	\$11,515.00	\$0.00
Division: 500 Capital Totals:	\$11,515.00	\$0.00
Department: 94 Parking Capital Totals:	\$11,515.00	\$0.00
<b>Fund Totals: Parking Lot Fund</b>	<b>\$39,386.00</b>	<b>\$0.00</b>
<b>Grand Totals:</b>	<b>\$17,461,888.00</b>	<b>\$4,047,258.00</b>

TO: Mayor and Village Board

FROM: Jason Berry, AICP, Economic & Community Development Director

SUBJECT: Lemont Plaza Redevelopment

DATE: June 11, 2018

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## **SUMMARY/BACKGROUND**

Stephanie Dremonas of JD Real Estate and Pete's Market Executive Officer presented plans for the redevelopment of the former Chipain's at Lemont Plaza at the October, 16, 2017 Committee of the Whole meeting. Ms. Dremonas presented the Village with a Letter of Assistance dated July 11, 2016, and Staff has been working with Dremonas on an incentive agreement that will see the Village rebate 50% of the sales tax generated by the new development for a maximum number of years per the agreement

## **ANALYSIS**

The redevelopment represents an investment in Lemont of over \$6,222,000 and will reopen the largest retail vacancy in the Village. Given its prominent location, bringing an established, in-demand and growing grocery operator to Lemont will be a catalyst for commercial redevelopment in Lemont Plaza and along the State Street corridor.

In her July 2016 letter, Dremonas estimated the Village's 1% sales tax share from this store would be \$240,000 annually, which the incentive agreement would split with the grocer. The proposed agreement provides an incentive of 20% of the project's capital budget, up to a maximum of \$1,200,000 (20% of a \$6,000,000 investment). The 50% sales tax share would be effective up until the total incentive is reached or for 10 years, whichever occurs first.

The Village has included the following benchmarks in the incentive agreement:

- July 1, 2018: Executed Lease
- August 1, 2018: Plans Submitted
- April 1, 2019: Certificate of Occupancy

Should Dremonas not meet these, the Village may renegotiate the terms of the agreement.

Dremonas plans for a complete interior demolition and rehab, with all new fixtures and equipment, and a new façade expansion, including a dining area and outdoor seating. Additionally, Dremonas anticipates creating 100 to 120 new jobs.

## **CONCLUSIONS & RECOMMENDATIONS**

The proposed incentive, should Dremonas operate as expected with no additional growth, would provide a break-even to the village in 10 years. If they perform as expected, Dremonas states the Village will receive \$3,600,000 over 15 years; less the maximum incentive of \$1,200,000, the Village would receive double the amount incentivized, \$2,400,000, in that 15-year period.

In addition to the sales tax generated, back-filling the former Chipain's location with an expanded grocery store will increase the assessed value of the property, keeping property tax revenue stable for all local taxing bodies. Property Tax collected at Lemont Plaza declined over the period of 2014-2016 and remained flat in 2017.

With a need for a significant investment in the store's rehab and reopening, coupled with the highly competitive demand and desirability for a new grocery store, Dremonas would not locate in Lemont but for an economic development incentive. The incentive agreement benefits the Village economically by providing increased sales tax revenues, improved property tax base, and new employment opportunities.

## **BOARD ACTION REQUIRED**

Motion to approve the attached ordinance and incentive agreement.

## **ATTACHMENTS**

1. AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND MARKET ON STATE, INC., AN ILLINOIS CORPORATION (1100 State Street)



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

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT  
BETWEEN THE VILLAGE OF LEMONT AND MARKET ON STATE, INC, AN  
ILLINOIS CORPORATION  
(1100 State Street)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 11<sup>TH</sup> DAY OF JUNE, 2017**

**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 11<sup>th</sup> day of  
June, 2017.**



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

**AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN  
THE VILLAGE OF LEMONT AND MARKET ON STATE, INC, AN ILLINOIS  
CORPORATION  
(1100 State Street)**

**WHEREAS,** the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS,** the Village is committed to improving its economic base thereby leading to job opportunities, enhanced equalized assessed value of property, and enhanced revenue to contribute to the cost of public services, in order to improve the health, safety, and general welfare of the businesses and residents of the Village; and,

**WHEREAS,** the Village has been advised that Market on State, Inc d/b/a Market on State (the “*Developer*”) has entered into a lease for certain real estate located wholly within the corporate boundaries of the Village commonly known as 1100 State Street, Lemont, Illinois (the “*Property*”), to operate a grocery specializing in fresh produce, fresh meats, bakery, deli and a full service kitchen (the “*Business*”), which will result in an establishment generating Illinois retailers’ occupation taxes; and,

**WHEREAS,** the Developer has advised the Village that it is not economically feasible to proceed without economic assistance from the Village due to the substantial improvements required to the interior and exterior of the Property; and,

**WHEREAS,** in order to induce the Developer to proceed, the Village has agreed to reimburse the Developer for some of its redevelopment costs through the rebate of a portion of the Village’s share of the Illinois Retailers’ Occupation Taxes generated by the Business

pursuant to the terms and conditions as set forth in the Economic Incentive Agreement attached hereto and made a part hereof.

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

**Section One:** The foregoing findings and recitals, and each of them, are hereby adopted as Section One of this Ordinance and are incorporated by reference as if fully set forth herein.

**Section Two:** The Economic Incentive Agreement between the Village of Lemont and Pete's Fresh Market 4700 Corporation, an Illinois corporation, in the form attached hereto and made a part hereof, is hereby approved.

**Section Three:** The President and Village Clerk are hereby authorized to execute said Agreement; and the President and/or Village Administrator, in consultation with the Village's legal counsel, are hereby authorized to make minor changes to the document prior to execution that do not materially alter the Village's obligations, and to undertake any action as may be required to implement its terms.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 11<sup>th</sup> DAY OF JUNE, 2017.**

**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**

**Economic Incentive Agreement**

**ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND  
MARKET ON STATE, INC, AN ILLINOIS CORPORATION**  
(d/b/a *Market on State*)

**THIS ECONOMIC INCENTIVE AGREEMENT** (the “*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Village of Lemont, Cook, DuPage and Will Counties, Illinois, an Illinois a municipal corporation (the “*Village*”), and Market on State, Inc, an Illinois corporation, d/b/a Market on State and its successors and permitted assigns (the “*Developer*”).

**W I T N E S S E T H:**

**WHEREAS**, the Village is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the Village is committed to improving the economic base in the community thereby leading to job opportunities, enhanced equalized assessed value of property, and enhanced revenue to contribute to the cost of public services, all of which will serve to improve the health, safety, and general welfare of the businesses and residents of the Village; and,

**WHEREAS**, the Developer has advised the Village that it is prepared to enter into a lease for certain real estate located wholly within the corporate boundaries of the Village commonly known as 1100 State Street, Lemont Illinois (the “*Subject Property*”), which has been developed with a building for retail use and contains approximately 26,875 square feet of floor area, which building has been vacant and unoccupied for a number of months; and,

**WHEREAS**, the Developer intends to operate a grocery store specializing in fresh produce, fresh meats, bakery, deli and a full service kitchen (the “*Business*”), which will result in an establishment generating Illinois retailers’ occupation taxes; and,

**WHEREAS**, under the terms of the proposed lease, Developer must undertake substantial improvements to the interior and exterior of the Subject Property (the “*Project*”) before Developer is able to commence the operation of its Business; and,

**WHEREAS**, the Village has determined it is essential to the economic and social welfare of the community that the Village promotes economic vitality by assuring opportunities for development and encouraging sound and stable commercial growth within the corporate limits of the Village; and,

**WHEREAS**, the Village, in entering into this Agreement, is exercising the authority provided by the Illinois Municipal Code, Sections 8-1-2.5 and 8-11-20 and is prepared to make the findings required by Section 8-11-20 in order to exercise such authority as hereinafter provided; and,

**WHEREAS**, the Developer has represented to the Village that the expansion of its Business at the Subject Property is not economically feasible without economic assistance from the Village due to the substantial improvements required to the structure on the Subject Property; and,

**WHEREAS**, in order to make it economically feasible for the Developer to proceed, the Village has agreed to reimburse the Developer for a portion of its redevelopment and other costs and expenses through the use of an economic incentive based on the taxable sales of the Business conducted at the Subject Property and a portion of the Village’s share of the Illinois Retailers’ Occupation Taxes generated by the Business; and,

**WHEREAS**, the Village believes it is in the best interest of the Village to provide certain economic development assistance as provided herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereafter set forth, the Parties agree as follows:

*Section 1. Recitals.*

The recitals set forth hereinabove are hereby expressly incorporated by reference, as if fully set forth herein.

*Section 2. Legislative Authority.*

The Village, a non-home rule municipality is authorized by the Illinois Municipal Code pursuant to Sections 8-11-20 and 8-1-2.5 to enter into and carry out the terms of this Agreement.

*Section 3. Findings of the Corporate Authority.*

As required by Section 8-11-20 of the Illinois Municipal Code in order to enter into an economic incentive agreement for a rebate of a portion of the Retailers' Occupation Taxes, the President and Board of Trustees of the Village (the "*Corporate Authorities*") hereby make the following findings:

- (a) The Subject Property no longer complies with current building codes; and,
- (b) The Project is expected to create job opportunities within the Village; and,
- (c) The redevelopment of the Subject Property, both within the existing building and the exterior area, shall serve to further the development of adjacent areas; and,
- (d) Without this Agreement, the redevelopment of the Subject Property to attract a new retail establishment would not be possible; and,
- (e) The Developer meets the high standards of creditworthiness and financial strength; and,
- (f) The Project will strengthen a commercial sector of the Village; and,
- (g) This Project will enhance the tax base of the Village; and,
- (h) This Agreement is made in the best interests of the Village.

*Section 4. Term of Agreement.*

Unless terminated pursuant to Section 14 of this Agreement, this Agreement shall commence upon the day the Business opens to the public (“Opening Date”) and terminate on the first to occur: (i) receipt by the Developer of the lesser of twenty percent (20%) of the Project Costs (as hereinafter defined) or \$1,200,000; or (ii) on the tenth (10<sup>th</sup>) anniversary of the Opening Date (the “Term”).

*Section 5. Obligations of the Developer.*

A. On or before July 1, 2018 (subject to delay to due to causes beyond the Developer’s control), the Developer shall have delivered to the Village a copy of an executed lease for the Subject Property for a Term no less than ten (10) years.

B. On or before August 1, 2018 (subject to delay to due to causes beyond the Developer’s control), the Developer shall have delivered to the Village plans for the Project, which conform to the requirements of Section 17.20.070 of the Village’s Unified Development Ordinance.

C. On or before April 1, 2019, the Developer shall have received a certificate of occupancy and have commenced the operation of the Business at the Subject Property.

D. The Developer hereby certifies that the Project shall require an investment by the Developer of no less than \$6,000,000 in connection with the development of the improvements and the opening of the Business at the Subject Property and shall provide to the Village a certified list of all costs incurred by the Developer in connection therewith accompanied by bills, invoices and receipts showing payment in full (the “Project Costs”) within thirty (30) days of completion of the entire Project.



E. The Developer shall pay, when due, all taxes, permit fees, licenses, fines and shall comply with all applicable ordinances of the Village and all federal, State and local laws.

F. Throughout the term of this Agreement, the Developer shall operate the Business at the Subject Property as a grocery store specializing in fresh produce, fresh meats, bakery, deli and a full service kitchen for no less than six (6) days a week (subject to being closed for national holidays) during normal business hours, not less 7 AM to 9 PM.

G. The Developer shall file all reports of sales and other revenue as required by the State of Illinois or the Counties of Cook, Will and DuPage and pay all taxes based on the sales at the Business to the State and County when due and owing.

*Section 6. Village Obligations.*

So long as Developer is not in default pursuant to Section 14 beyond any applicable notice and cure period, the Village shall rebate (pay) to the Developer fifty percent (50%) of the one percent (1%) of the Retailers' Occupation Taxes received by the Village as a result of the retail sales of the Business at the Subject Property during the Term (as defined in Section 4 hereof) (the "Incentive Payment"). Commencing on the 120<sup>th</sup> day after the date of commencement of the operation of the Business at the Subject Property, the Incentive Payment shall be paid to the Developer and continue to be paid each calendar quarter thereafter but only from the actual receipts of the Village of the Retailers' Occupation Taxes generated by the Business at the Subject Property during the Term until the first to occur: (i) receipt by the Developer of the lesser of twenty percent (20%) of the Project Costs, or \$1,200,000; or (ii) Village has paid all of Incentive Payments arising during the Term.

THE VILLAGE'S OBLIGATIONS TO REIMBURSE (PAY) THE DEVELOPER THE INCENTIVE PAYMENT UNDER THIS AGREEMENT IS A LIMITED OBLIGATION

PAYABLE FROM A PORTION OF RETAILERS' OCCUPATION TAXES RECEIVED BY THE VILLAGE AS A RESULT OF THE RETAIL BUSINESS AT THE SUBJECT PROPERTY AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

*Section 7. No Liability of Village to Others for the Developer's Expenses.*

The Village shall have no obligation to pay any cost relating to the redevelopment of the Subject Property or to make any payment to any person other than the Developer, its successors and permitted assigns, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials for the development of the Subject Property or the construction of the Project.

*Section 8. Transferability.*

A. Neither this Agreement nor any interest in this Agreement shall be sold, mortgages, pledged, encumbered, assigned, transferred, or otherwise disposed of in any manner by Developer, voluntarily or involuntarily, by operation of law, or otherwise, without Village's consent which may be withheld in Village's sole discretion. If Developer desires to sublet the Subject Property, or any portion of the Subject Property, or assign this Agreement, Developer shall give written notice to Village at least ninety (90) days but not more than one hundred eighty (180) days prior to the proposed commencement date of the subletting or assignment. The notice shall set forth the following: (i) the name of the proposed subtenant or assignee, (ii) the current balance sheet and profit and loss statements for the proposed transferee or any other person to be liable for Developer's obligations under this Agreement covering the prior three years (or for such shorter period as the proposed transferee or other person may have been in existence), all certified as true and correct by the proposed transferee, other person or an authorized officer

thereof, (iii) a full description of the terms and conditions of the proposed transfer, including copies of any and all documents and instruments, any purchase and sale agreements, sublease agreements, assignment agreements and all other writings concerning the proposed transfer, (iv) a description of the proposed use of the Subject Property by the proposed transferee, including any required or desired alterations or improvements to the Subject Property that may be undertaken by such transferee in order to facilitate its proposed use, (v) a business plan for the proposed transferee's operations at the Subject Property, including a statement of projected income, expense, and cash flow for such operation for the two years following the proposed effective date of the transfer, (vi) a list of personal, business and credit references of the proposed transferee, and (vii) any other information, documentation or evidence that may be reasonably requested by Village. Notwithstanding any permitted assignment or subletting, Developer shall at all times remain directly and primarily liable for compliance with all of its other obligations under this Agreement.

Any guaranty of Developer's performance executed as consideration for this Agreement shall remain in full force and effect before and after any assignment or subletting. Village may proceed directly against Developer without first exhausting any remedies for default which Village may have against the assignee, subtenant or transferee of Developer. Intra-corporate transfers shall be permitted without Village's consent, although the original Developer shall not be released from liability without Village's approval, which may be withheld in Village's sole discretion, unless provided otherwise under this Agreement. Assignments to third parties as a going concern will be permitted without Village's consent provided the Business will remain unchanged in any material respect, the assignee acquires substantially all of the units then operating for the same use and under the same or different trade name in the Chicago

metropolitan area, the assignee has experience in the operation of first-class grocery stores, and the assignee's financial condition following the transfer is at least as good as the financial condition of the Developer preceding the transfer.

B. Anything in Section 8 to the contrary notwithstanding, Developer may, without Village's consent assign its interest in this Agreement to a Qualified Purchaser (as hereinbelow defined), so long as all of the following conditions are satisfied. A "Qualified Purchaser" shall mean a person or entity who or which acquires as a going concern all or substantially all of the retail stores operated by Developer or its affiliates in the Chicago metropolitan area, whether such acquisition takes the form of a merger, asset sale or acquisition of equity interests in the entity which constitutes Developer.

The following shall constitute conditions to Developer's right to assign its interest in this Agreement to a Qualified Purchaser without Village's consent: (1) the assignee has at least ten (10) years of experience as the owner and operator of first-class full-service grocery stores and operates at least five (5) other full-service grocery stores; (2) the assignee's financial condition (i.e. tangible net worth and total equity) immediately following the assignment becoming effective will be at least as strong as the financial condition of Developer at any time during the twelve (12) month period immediately preceding the proposed assignment and has a net worth of not less than Twenty Million Dollars (\$20,000,000.00); (3) Developer gives Village a written notice of such assignment at least thirty (30) days prior to the effective date, (4) Developer is not in default under this Agreement at the time the transfer would become effective, (5) the assignee assumes this Agreement by a written assumption agreement delivered to Village prior to the effective date of such assignment, (6) the assignee shall use the Subject Property only for the use set forth as the Business and otherwise in compliance with the terms of this Agreement. As used

herein, "Affiliate" means any person or entity who or which controls, is controlled by, or is under common control with Tenant.

C. Consent by Village to any assignment or subletting shall not include consent to a subsequent assignment or subletting of the Subject Property by Developer or its assignee or sublessee unless Village specifically grants in writing such options, rights or privileges to the assignee or subtenant. Any sale, assignment, mortgage or other transfer of this Agreement or subletting which does not comply with the provisions of this Section shall be void.

D. Should Village consent to an assignment or sublease of this Agreement, Developer, its proposed assignee or subtenant and Village shall execute an agreement prepared by or acceptable to Village under which the proposed assignee or subtenant agrees to be bound by the terms and conditions of this Agreement. Developer agrees to reimburse Village for reasonable attorney's fees and administrative expense involved with the review, processing or preparation of any documentation in connection with an assignment, subletting or other transfer of this Agreement or Developer's interest in the Subject Property, whether or not Village's consent to such transfer is required or obtained in an amount not to exceed \$1,000.00.

E. Notwithstanding any other provision hereof, Developer shall have no right to make any assignment of this Agreement or sublease of any portion of the Subject Property, without Village's prior written consent, which consent shall not be unreasonably withheld. Village shall have the absolute right, in its sole discretion, to refuse consent to any such assignment or sublease if, at the time of either Developer's notice of the proposed assignment or sublease or the proposed commencement date thereof (i) there shall exist any uncured default of Developer or matter which will become a default of Developer with passage of time unless cured; (ii) the proposed assignee or sublessee is an entity (aa) which is already an occupant of the

Shopping Center; (bb) which is incompatible with the character or occupancy of the Shopping Center; (iii) the proposed transferee's financial condition is or may become insufficient to support all of the obligations of the Agreement; (iv) the nature of the proposed transferee's proposed or likely use of the Subject Property would involve any increase risk of the use, release or mishandling of hazardous material; (v) the business reputation or character of the proposed transferee or the business reputation or character of any of its affiliates is not reasonably acceptable to Village; (vi) Village has not received assurances acceptable to Village in its sole discretion that all defaults on the part of Developer (if any) will be cured prior to the effectiveness of the proposed Agreement; (vii) Village is not satisfied that the proposed transferee's assets, businesses or inventory would not be subject to seizure or forfeiture under any laws related to criminal or illegal activities; or (viii) the proposed transferee's business and occupancy of the Subject Property would not generate substantially the same percentage of Illinois retailers' occupation taxes as Developer has been generating, on an average basis, during the two years prior to the date of the proposed transfer. Developer expressly agrees that Village shall have the absolute right to refuse consent to any such assignment or sublease and that for the purposes of any statutory or other requirement of reasonableness on the part of Village such refusal shall be reasonable.

F. Developer's sole remedy in the event that Village shall wrongfully withhold consent to or disapprove any sublease or assignment request shall be to obtain an order by a court of competent jurisdiction that Village grant such consent; in no event shall Village be liable for damages with respect to its withheld consent to any proposed transfer.

All of the other terms, covenants and conditions of this Agreement shall continue in full force and effect and unamended.

*Section 9. Developer's Indemnification.*

The Developer hereby indemnifies and holds harmless the Village, its officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including reasonable attorney's fees) which may arise directly or indirectly from Developer's failure or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman regarding the Project; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer) regarding the Project. The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses incurred by the Village and arising therefrom or incurred in connection therewith. The foregoing notwithstanding, Developer shall have no obligation to indemnify the Village, its agents, officers, officials or employees if and to the extent any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses for which indemnification is sought arise from any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors or any failure to perform its or their obligations, if any, under this Agreement.

*Section 10. Waiver.*

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or

remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

*Section 11. Severability.*

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

*Section 12. Notices.*

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the date of delivery or refusal to accept delivery, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

***To the Developer:***

Market on State, Inc  
Attn: Stephanie Dremonas  
4333 S. Pulaski Road  
Chicago, Illinois 60632

*With a copy to:*

David H. Sachs  
Horwood Marcus & Berk  
500 West Madison Street, Suite 3700  
Chicago, Illinois 60661

***To the Village:***

Village of Lemont  
Village Administrator  
418 Main Street  
Lemont, Illinois 60439



*With a copy to:*  
Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, Illinois 60604

*Section 13. No Joint Venture, Agency or Partnership Created.*

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

*Section 14. Remedies – Liability.*

A. If the Developer is in default of this Agreement, the Village shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. The Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after the giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured within the time period provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph A above have expired, the

Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay its debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of either party's property, and such petition, pleading, filing or assignment is not dismissed or withdrawn within thirty (30) days thereafter, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to forthwith terminate this Agreement.

C. If the Village is in default of this Agreement, the Developer shall provide the Village with a written statement indicating any failure on the Village's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after the giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured within the time period provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or alleged

default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, in the event of a default by a party hereto, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the Circuit Court of Cook County.

*Section 15. Amendment.*

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

*Section 16. Developer Covenant.*

In the event this Agreement is properly terminated by the Village as a result of Developer's default in the performance of its obligations hereunder beyond any applicable notice and cure period, then the Developer covenants and agrees to repay the Village any and all sums paid by the Village to the Developer pursuant to this Agreement, provided however that such amount shall be reduced by one and 67/100 percent (1.67%) for each month of the Term or portion thereof elapsed prior to such proper termination of the Agreement.

*Section 17. Counterparts.*

This Economic Incentive Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*Section 18. Permits.* As an additional inducement to Developer to enter into this Agreement, Village agrees to limit the cost of the permits issued by the Village with respect to the Project to \$28,000

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have caused this Economic Incentive Agreement to be executed by their duly authorized officers on the above date at Lemont, Illinois.

Village of Lemont, an Illinois municipal corporation

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

*Attest:*

\_\_\_\_\_  
Village Clerk

Market on State, Inc, an Illinois corporation

By: \_\_\_\_\_  
Its President

*Attest:*

\_\_\_\_\_  
Secretary



TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
THROUGH:  
SUBJECT: Case 18-02 New Horizon Homes Rezoning 127th Street & Rolling Meadow Dr.  
DATE: June 11, 2018

## **SUMMARY/ BACKGROUND**

John Jurinek of New Horizon Homes Builder, Inc., the owner of the subject property, is seeking rezoning to R-5 Single Family Attached District from B-3 Arterial Commercial District. The purpose of the zoning change is to allow the construction of a residential subdivision comprised of 10 single-family detached dwelling units and 18 attached two-family dwelling units on an 8.5 acre parcel of vacant land south of 127<sup>th</sup> Street at Rolling Meadows Drive.

## **ANALYSIS**

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

*Lemont 2030 Comprehensive Plan.* The Comprehensive Plan map designates the subject property as Employment Center (EC) land use. The proposed rezoning would change the land use to a residential element. As a mix of attached and detached single-family homes the proposed subdivision does further the housing goal of the Comprehensive Plan, to provide Lemont residents with more opportunities for diverse housing choices.

## **RECOMMENDATION**

The Planning & Zoning Commission voted unanimously (5-0) to recommend approval.

## **BOARD ACTION REQUESTED**

Motion and approval of the attached ordinance.

## **ATTACHMENTS**

1. An Ordinance Amending the Zoning Map of the Village of Lemont From B-3 Arterial Commercial District to R-5 Single-Family Attached Residential District at \_\_ in Lemont, IL

2. Preliminary Site Plan for Rolling Meadows Phase 4, Lemont Illinois (dated 3-28-18)

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

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT  
FROM B-3 ARTERIAL COMMERCIAL DISTRICT TO R-5 SINGLE-FAMILY  
DETACHED RESIDENTIAL DISTRICT AT 127<sup>th</sup> STREET AND ROLLING MEADOW  
DRIVE IN LEMONT, IL**

**(127<sup>TH</sup> Street and Rolling Meadow Drive)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 11<sup>th</sup> DAY OF JUNE, 2018**

**Published in pamphlet form by  
Authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will and  
DuPage, Illinois, this 11<sup>th</sup> day of June, 2018.**



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

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT  
FROM B-3 ARTERIAL COMMERCIAL DISTRICT TO R-5 SINGLE-FAMILY  
DETACHED RESIDENTIAL DISTRICT AT 127<sup>TH</sup> STREET AND ROLLING MEADOW  
DRIVE IN LEMONT, IL**

**(127<sup>TH</sup> Street and Rolling Meadow Drive)**

**WHEREAS**, John Jurinek, with New Horizon Home Builders (hereinafter referred to as “the Petitioner”), is the owner of the property at 16519 W 127<sup>th</sup> Street (PIN#22-31-101-010-0000) and 16455 W 127<sup>th</sup> Street (PIN#22-31-101-009-0000) in Lemont (hereinafter collectively referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

**WHEREAS**, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from B-3 Arterial Commercial District to R-5 Single-Family Detached Residential District for the Subject Property; and

**WHEREAS**, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on April 25, 2018 for the rezoning request and voted 5-0 to recommend approval of the rezoning; and

**WHEREAS**, a notice of the aforesaid public hearing was made in the manner provided by law and was published in the *Daily Southtown*, a newspaper of general circulation within the Village; and

**WHEREAS**, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the zoning map amendment is in the best interest of the Village of Lemont, and hereby adopts the finding of facts as set forth in Exhibit B.

**NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS 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: Zoning Map Amendment Approved.** That the Subject Property described in Exhibit A is hereby rezoned from its current B-3 Arterial Commercial zoning district to the R-5 Single-Family Detached Residential zoning district. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

**SECTION 3:** That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication 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 11th day of June, 2018.**

	<b><u>AYES</u></b>	<b><u>NAYS</u></b>	<b><u>ABSENT</u></b>	<b><u>ABSTAIN</u></b>
<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**

## **EXHIBIT A**

### Legal Description of Subject Property

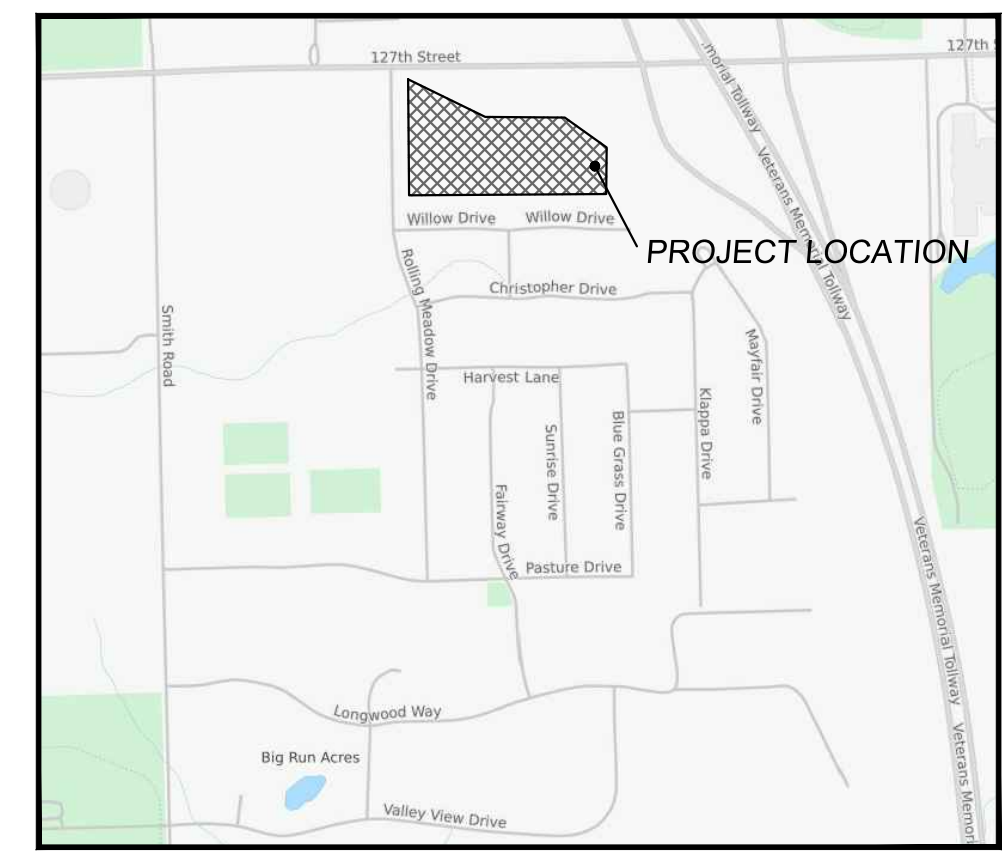
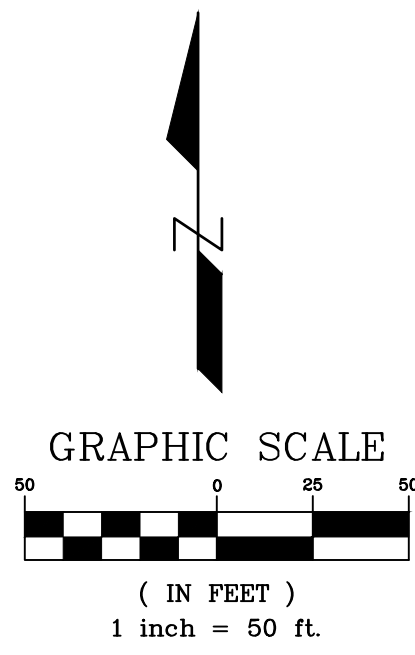
THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE EAST 300 FEET OF THE NORTH 726 FEET OF SAID NORTHWEST QUARTER AND EXCEPTING THAT PART LYING SOUTH OF THE NORTH LINE OF ROLLING MEADOWS PHASE 3, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 31, RECORDED FEBRUARY 27, 2003 AS DOCUMENT NUMBER 0030282602, EXCEPTING THAT PART LYING WEST OF THE EAST LINE OF ROLLING MEADOWS DRIVE, BEING A DEDICATED ROADWAY PER ROLLING MEADOWS SUBDIVISION RECORDED AUGUST 18, 1998 AS DOCUMENT NUMBER 98-727864 AND RECORDED MARCH 17, 1998 AS DOCUMENT NUMBER 98207421, AND EXCEPTING THAT PART LYING NORTH OF THE SOUTH LINE OF THE ILLINOIS STATE HIGHWAY TOLLWAY AUTHORITY RIGHT OF WAY, ALL IN COOK COUNTY, ILLINOIS. CONTAINING 8.50 ACRES (370,260 SQUARE FEET), MORE OR LESS.

## **EXHIBIT B**

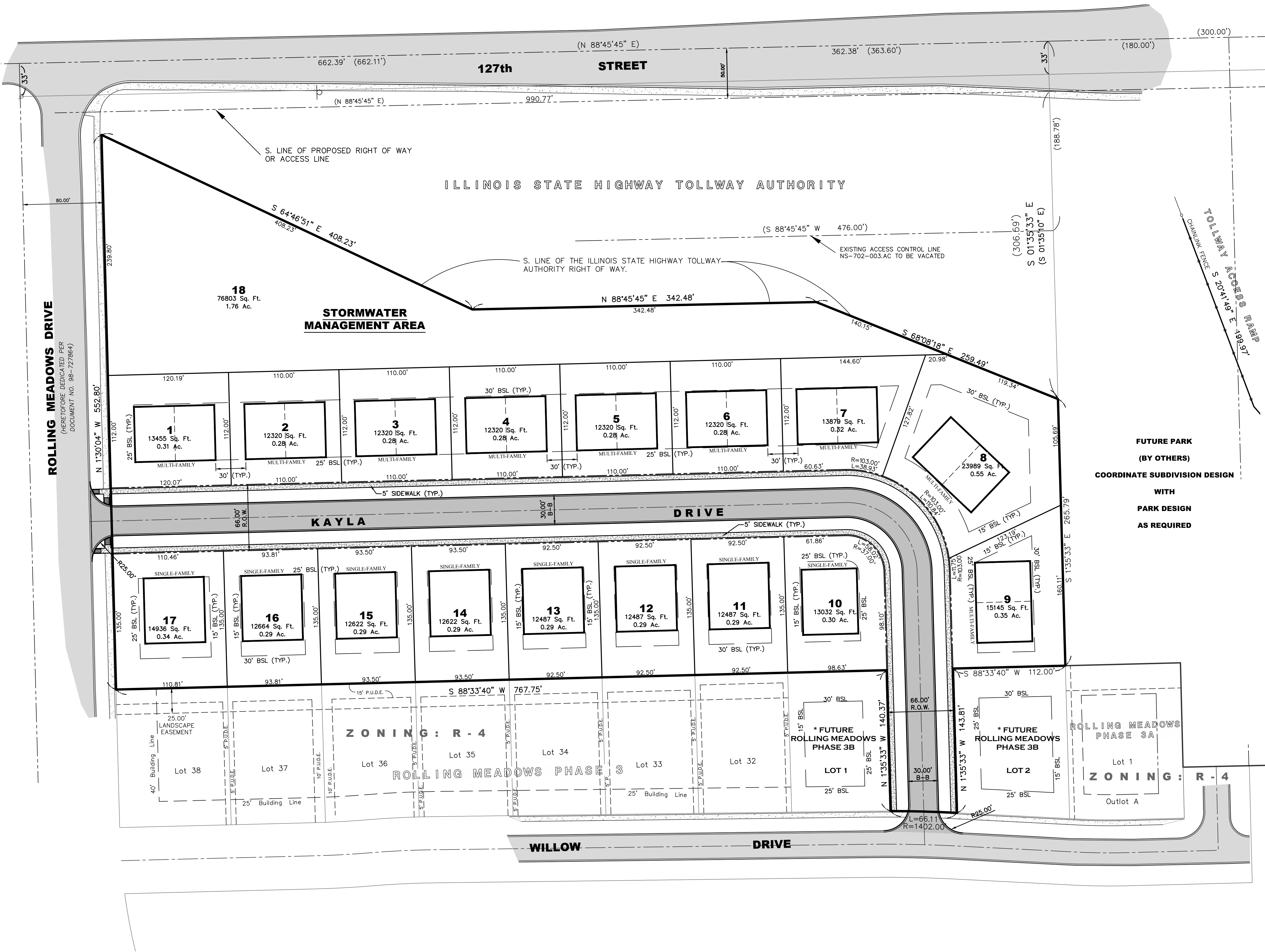
**FINDINGS.** Based upon the evidence and testimony presented in the public hearing, the Lemont Village Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Employment Center (EC).
2. The subject property achieves the goals of the Lemont 2030 Comprehensive plan.
3. The request is consistent with the surrounding land uses.
4. The requested rezoning meets the standards for granting rezonings.

# PRELIMINARY SITE PLAN FOR ROLLING MEADOWS PHASE 4 LEMONT, ILLINOIS

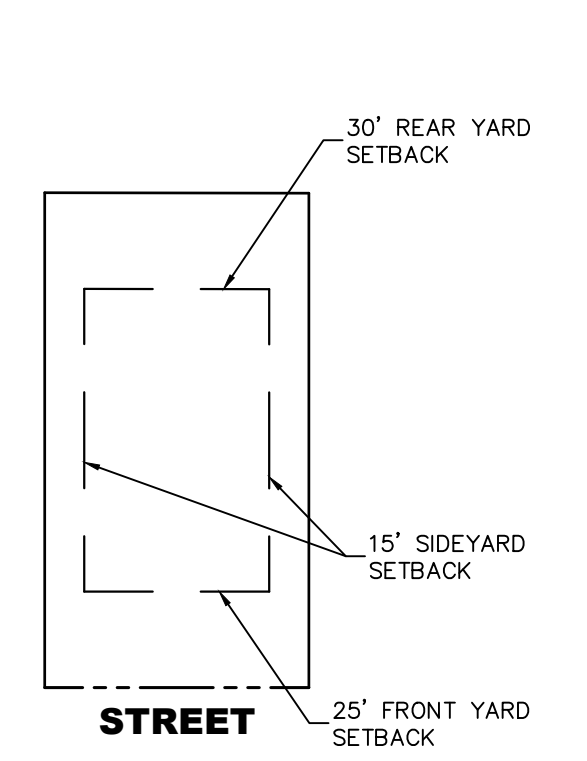


**LOCATION MAP**  
NOT TO SCALE



Lot #	Area (sq/ft)	Area (Acres)
1	13455	0.31
2	12320	0.28
3	12320	0.28
4	12320	0.28
5	12320	0.28
6	12320	0.28
7	13879	0.32
8	23989	0.55
9	15145	0.35
10	13032	0.30
11	12487	0.29
12	12487	0.29
13	12487	0.29
14	12622	0.29
15	12622	0.29
16	12664	0.29
17	14936	0.34
18	76803	1.76

	Village of Lemont Ordinance	Proposed
Minimum Lot Size (in square feet)	10,000	12,320
Minimum Lot Width (in feet)	80	92.5
Minimum Front Yard Setback (in feet)	25	25
Minimum Side Yard Setback (in feet)	15	15
Minimum Corner Side Yard Setback (in feet)	25	25
Minimum Rear Yard Setback (in feet)	30	30
Maximum Building Height (in feet)	37	37
Maximum Lot Coverage (percent)	65	65
Right-of-Way (in feet)	66	66
Pavement Width (As Measured between Back of Curbs)	30	30



NOTE:  
1. SIDEYARD SETBACK FOR CORNER LOTS IS 15' FROM PROPERTY LINE.

NO.	DATE	REVISIONS DESCRIPTION

**PRELIMINARY SITE PLAN  
FOR  
ROLLING MEADOWS PHASE 4  
LEMONT, ILLINOIS**

**NEW HORIZON HOMES BUILDER, INC.  
16590 WILLOW DRIVE  
LEMONT, ILLINOIS 60439**

**DESIGNTEK ENGINEERING, INC.**  
CONSULTING AND SITE DESIGN ENGINEERS  
9930 W. 190TH STREET, SUITE L  
MOKENA, ILLINOIS 60448  
(708) 326-4961  
ILL. PROF. LIC. NO.: 184-003740



**PROJECT INFORMATION**  
Project No.: 12-0035  
Scale: 1" = 50'  
Date: 3-28-18  
Design By: S.D.S.  
Drawn By: N.S.M.  
Checked By: S.D.S.



TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
THROUGH:  
SUBJECT: TOD TIF  
DATE: June 11, 2018

## SUMMARY/ BACKGROUND

The Village of Lemont is proposing the creation of a new Tax Increment Financing (TIF) District to assist the Village in redeveloping the downtown area near the Metra Station, a planning strategy known as Transit-Oriented Development (TOD). The attached Ordinance would set the date of August 13, 2018 for a public hearing to receive testimony regarding the proposed TOF TIF.

The proposed redevelopment area is focused on properties to the east and south of Lemont's Metra Station, primarily along Main Street and Illinois Street, and also including the Peterson's Hardware properties on Canal Street. A majority of the properties were in the Village's Downtown TIF, which expired in 2014. All but one property is in the Downtown zoning district. Peterson's Hardware is presently within the Canal TIF and is proposed to be remapped.

## ANALYSIS

### *Consistency with Village Policy*

*Lemont 2030 Comprehensive Plan* calls to "Develop Downtown as a Destination for Residents and Visitors," stating:

Additional efforts should be dedicated to develop downtown's assets. The continued vitality of downtown was a key priority expressed during the Lemont 2030 public visioning process. Additionally, downtown represents an area of significant prior investment by the Village. From 1999 to 2010, over \$5.4 million of TIF funding has been spent on public infrastructure improvements in the downtown TIF district, and nearly \$1 million has been spent on marketing, façade grants, and other improvement efforts.... For all of these reasons, downtown warrants dedicated economic development efforts.

The proposed TOD TIF is considerable smaller than the Downtown TIF that preceded it. The expired TIF was approximately 82 acres and stretched from Talcott Avenue to Lockport

Street and included 245 PINs. The TOD TIF is approximately 26 acres and includes 128 parcels.

### **RECOMMENDATION**

Staff recommends setting a date for a public hearing on the proposed TOD TIF.

### **BOARD ACTION REQUESTED**

Motion and approval of the attached ordinance.

### **ATTACHMENTS**

1. AN ORDINANCE OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TRANSIT ORIENTED DEVELOPMENT (“TOD”) REDEVELOPMENT PROJECT AREA

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

**AN ORDINANCE OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE  
COUNTIES, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC  
NOTICE OF A PUBLIC HEARING ON THE TRANSIT ORIENTED DEVELOPMENT  
("TOD") REDEVELOPMENT PROJECT AREA**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 11<sup>th</sup> DAY OF June, 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 11<sup>th</sup> day of  
June, 2018.**



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

**AN ORDINANCE OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, TO SET A DATE FOR, AND TO APPROVE A PUBLIC NOTICE OF A PUBLIC HEARING ON THE TRANSIT ORIENTED DEVELOPMENT (“TOD”) REDEVELOPMENT PROJECT AREA**

**WHEREAS**, the Village of Lemont, Cook, Will and DuPage Counties (the “*Village*”) is a municipal corporation and political subdivision of the State of Illinois and as such is reviewing the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*Act*”) for purposes of designating the Transit Oriented Development (“TOD”) Redevelopment Project Area; and,

**WHEREAS**, pursuant to the Act, the Village is required to adopt an ordinance fixing the time and place for a public hearing on the proposed Transit Oriented Development (“TOD”) Redevelopment Project Area; and,

**WHEREAS**, the Village desires to adopt this Ordinance in order to comply with such requirements of the Act.

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

**SECTION 1:** The above recitals are incorporated herein and made a part hereof.

**SECTION 2:** It is necessary and in the best interests of the Village that a public hearing be held prior to the consideration of the adoption by the President and Board of Trustees of the Village (the “*Corporate Authorities*”) of an ordinance or ordinances approving the Village of Lemont Transit Oriented Development (TOD) Redevelopment Plan and Project Tax Increment Finance (TIF) District (the “*Plan and Project*”), designating the Transit Oriented Development (“TOD”) Redevelopment Project Area (the “*Project Area*”) and adopting tax increment

allocation financing, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Act.

**SECTION 3:** It is hereby determined that a public hearing (the “*Hearing*”) on the proposed Plan and Project for the proposed Project Area, as legally described in *Exhibit A*, attached hereto and made a part hereof this Ordinance, shall be held on the 13<sup>th</sup> day of August, 2018 at 7:00 p.m., at the Village of Lemont Village Hall, 418 Main Street, Lemont, Illinois.

**SECTION 4:** Within a reasonable time after the adoption of this ordinance, the Plan and Project along with the name of the contact person at the Village shall be sent to the affected taxing districts by certified mail.

**SECTION 5:** Notice of the Hearing is hereby authorized to be given by publication and mailing, said notice by publication to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in a newspaper of general circulation within the taxing districts having property in the Project Area, and notice by mailing to be given by depositing such notice in the United States mail by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Project Area and to each residential address located within the Project Area, not less than ten (10) days prior to the date set for the Hearing. In the event taxes for the last preceding year were not paid, notice shall also be sent to the persons last listed on the tax rolls within the preceding three (3) years as owner(s) of such property.

**SECTION 6:** Notice of the Hearing is hereby directed to be in substantially the form found in *Exhibit B* which is attached hereto and made a part hereof.

**SECTION 7:** The above notice is hereby directed to be given by mail, not less than forty-five (45) days prior to the date set for the Hearing, to all taxing districts of which taxable property is included in the proposed Project Area and to the Illinois Department of Commerce and Economic Opportunity (“DCEO”). Notice shall include an invitation to each taxing district and DCEO to submit written comments to the Village, in care of the Village Clerk of the Village of Lemont, Village Hall, 418 Main Street, Lemont, Illinois 60439, concerning the subject matter of the Hearing prior to the date of the Hearing.

**SECTION 8:** It is hereby ordered that a Joint Review Board (the “Board”) shall be convened on the 11<sup>th</sup> day of July, 2018 at 3:00 p.m., at Village Hall, 418 Main Street, Lemont, Illinois which is not sooner than fourteen (14) days nor later than twenty-eight (28) days following the notice to be given to all taxing districts, as provided in Section 7 above, to review the public record, the proposed Plan and Project and the proposed ordinances approving the proposed Plan and Project. The Joint Review Board shall consist of a representative selected by the community college district, local elementary school district and high school district, the park district, the library district, the township, the fire protection district, and the county that has authority to directly levy taxes on the property in the proposed Project Area, a representative selected by the Village, and a public member to be selected by a majority of other Board members, and shall act in accordance with the applicable provisions of the Act.

**SECTION 9:** The document entitled *Village of Lemont Transit Oriented Development (TOD) Redevelopment Plan and Project Tax Increment Finance (TIF) District* has been available for inspection and review commencing the 1<sup>st</sup> day of June, 2018 which is at least 10 days prior to the adoption of this Ordinance at the office of the Village Clerk at Village Hall, 418 Main Street, Lemont, Illinois, during regular office hours.

**SECTION 10:** Notice of the establishment of an interested parties' registry which entitles all registrants to receive information on activities related to the proposed designation of a redevelopment project area and the preparation of a redevelopment plan and project is hereby authorized.

**SECTION 11:** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 12:** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 13:** This Ordinance shall be in full force and effect immediately upon its passage.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 11<sup>TH</sup> DAY OF JUNE, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN:</b>
<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**

**Legal Description**

**Transit Oriented Development (“TOD”) Redevelopment Project Area**

BEGINNING AT THE NORTHEAST CORNER OF LOT 10 IN BLOCK 7 IN THE VILLAGE OF LEMONT,

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF ALLEY, BEING ALSO THE NORTHERLY LINE OF LOT 6 TO 10, AND THE WESTERLY EXTENSION OF SAID ALLEY, TO THE WEST LINE OF LOCKPORT STREET, BEING ALSO THE EAST LINE OF BLOCK 6 IN THE VILLAGE OF LEMONT;

THENCE NORTHWESTERLY, ALONG THE EASTERLY LINE OF BLOCK 6 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 6, BEING ALSO THE SOUTHERLY LINE OF ILLINOIS STREET;

THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF BLOCK 6 AND THE WESTERLY EXTENSION OF SAID LINE, TO THE WEST LINE OF JOLIET STREET;

THENCE NORTHWESTERLY, ALONG THE WESTERLY LINE OF JOLIET STREET TO THE NORTHERLY LINE OF MAIN STREET;

THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF MAIN STREET TO A POINT THAT IS 110 FEET WEST (AS MEASURED ALONG SAID EXTENSION LINE) OF THE EAST LINE OF LOT 7 IN COUNTY CLERKS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN;

THENCE NORTHERLY ON A LINE THAT TERMINATES AT A POINT 63 FEET WESTERLY OF THE EAST LINE OF LOT 7 (AS MEASURED ALONG THE SOUTH LINE OF NEW AVENUE) IN SAID COUNTY CLERKS DIVISION TO A POINT THAT IS 150 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF NEW AVENUE;

THENCE WESTERLY, ALONG A LINE THAT IS 150 FEET SOUTHERLY (MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF NEW AVENUE TO A LINE THAT IS PERPENDICULAR TO THE SOUTH LINE OF NEW AVENUE AT A POINT THAT IS 200 FEET SOUTHWESTERLY OF THE EAST LINE OF LOT 7 IN SAID COUNTY CLERKS DIVISION (AS MEASURED ALONG THE SOUTH LINE OF NEW AVENUE);

THENCE NORTHERLY ALONG SAID PERPENDICULAR LINE 150 FEET TO THE SOUTH LINE OF NEW AVENUE;

THENCE NORTHEASTERLY, ALONG THE SOUTH LINE OF NEW AVENUE TO THE EAST LINE OF LOT 7 IN SAID COUNTY CLERKS DIVISION;

THENCE NORTHEASTERLY , THRU BLOCKS 9 AND 2 IN THE VILLAGE OF LEMONT, AND ALONG THE SOUTH LINE OF NEW AVENUE TO THE CENTER LINE OF STATE STREET,

THENCE NORTHWESTERLY, ALONG THE CENTER OF STATE STREET TO THE SOUTH LINE OF THE ILLINOIS AND MICHIGAN RESERVE LINE; SAID LINE BEING ALSO THE WESTERLY EXTENSION OF THE NORTH LINE OF BLOCK 1 IN THE VILLAGE OF LEMONT;

THENCE NORTHEASTERLY ALONG SAID EXTENDED LINE AND THE NORTH LINE OF SAID BLOCK 1 AND THE NORTH LINE OF BLOCK 1 EXTENDED EASTERLY TO THE EASTERLY LINE OF LEMONT STREET;

THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF LEMONT STREET TO THE NORTHERLY LINE OF MAIN STREET;

THENCE NORTHEASTERLY, ALONG THE NORTHERLY LINE OF MAIN STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 3 IN BLOCK 34 IN THE VILLAGE OF KEEPATOW;

THENCE NORTHERLY, ALONG SAID EXTEND LINE AND THE WEST LINE OF SAID LOT 3 TO THE SOUTH LINE OF LAWRENCE STREET, ALSO KNOWN AS CANAL STREET,

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF LAWRENCE STREET. THRU LOTS 1, 2 AND 3 IN BLOCK 34, AND THRU THAT PART OF THE NORTH/SOUTH PORTION OF VACATED STEVENS STREET AND SOUTHERLY ALONG THAT PORTION OF SAID VACATED STEPHENS STREET (LYING WEST OF STEVEN STREET THAT RUNS NORTHWESTERLY) TO THE NORTH LINE OF RAILROAD RIGHT OF WAY, IN BLOCK 34 IN THE VILLAGE OF KEEPATOW;

THENCE SOUTH TO THE NORTHERLY LINE OF MAIN STREET;

THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF MAIN STREET TO THE NORTHWESTERLY EXTENSION OF THE EAST LINE OF LOT 6 IN BLOCK 1 IN TRUESDELL'S ADDITION TO ATHENS;

THENCE SOUTHEASTERLY ALONG SAID EXTENDED LINE AND THE EASTERLY LINE OF LOT 6 TO THE SOUTHEAST CORNER OF LOT 6;

THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF LOT 6 TO THE SOUTHWEST CORNER OF SAID LOT 6;

THENCE SOUTHEASTERLY TO THE SOUTHEAST CORNER OF LOT 8 IN BLOCK 1 IN SAID TRUESDELL'S ADDITION TO ATHENS;

THENCE CONTINUING SOUTHEASTERLY ALONG THE EXTENSION OF THE LAST DESCRIBED LINE TO THE SOUTHERLY LINE OF ILLINOIS STREET;

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF ILLINOIS STREET TO THE NORTHWEST CORNER OF LOT 5 IN BLOCK 5 IN TRUESDELL'S ADDITION TO ATHENS;

THENCE SOUTHEASTERLY, ALONG THE WESTERLY LINE OF SAID LOT 5 TO THE SOUTHWEST CORNER OF LOT 5;

THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF LOT 7 IN BLOCK 5 IN TRUESDELL'S ADDITION TO ATHENS TO THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF STEPHEN STREET;

THENCE SOUTHERLY ALONG THE EAST LINE OF STEPHEN STREET TO A POINT ON A LINE THAT IS THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 6 IN BLOCK 4 IN TRUESDELL'S ADDITION TO ATHENS;

THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE SOUTHEASTERLY ALONG THE DIVISION LINE BETWEEN LOTS 1 AND 3 IN THE RESUBDIVISION OF LOTS 1 TO 6 IN BLOCK 4 IN TRUESDELL'S ADDITION TO ATHENS TO A SOUTHEASTERLY CORNER OF SAID LOT 2;

THENCE SOUTHWESTERLY ALONG THE DIVISION LINE BETWEEN LOTS 2 AND 3 TO A WESTERLY CORNER OF SAID LOT 2 IN THE RESUBDIVISION OF LOTS 1 TO 6 IN BLOCK 4 IN TRUESDELL'S ADDITION TO ATHENS;

THENCE SOUTHEASTERLY TO A SOUTHEAST CORNER OF SAID LOT 2, (SAID CORNER BEING ALSO THE SOUTHWEST CORNER OF LOT 3 IN THE RESUBDIVISION OF LOTS 1 TO 6 IN BLOCK 4 IN TRUESDELL'S ADDITION TO ATHENS);

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE EAST LINE OF AN ALLEY;



THENCE SOUTHEASTERLY, ALONG THE EAST LINE OF SAID ALLEY TO A LINE THAT IS THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN SINGER AND TALCOTT'S RESUBDIVISION;

THENCE SOUTHWESTERLY, ALONG SAID EXTENDED LINE TO THE WEST LINE OF AN ALLEY;

THENCE NORTHWESTERLY, ALONG THE WEST LINE OF SAID ALLEY, TO THE NORTHEAST CORNER OF LOT 6 IN SAID SINGER AND TALCOTT'S RESUBDIVISION;

THENCE SOUTHWESTERLY, ALONG THE NORTH LINE OF SAID LOT 6 TO THE NORTHWEST CORNER OF LOT 6, SAID CORNER BEING ON THE EAST LINE OF LEMONT STREET;

THENCE SOUTHEASTERLY, ALONG THE EAST LINE OF LEMONT STREET TO TO A LINE THAT IS THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF AN ALLEY IN BLOCK 8 IN THE VILLAGE OF LEMONT;

THENCE WESTERLY, ALONG SAID EXTENDED LINE TO THE NORTHEAST CORNER OF LOT 9 IN BLOCK 8 IN THE VILLAGE OF LEMONT;

THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF LOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 9, SAID CORNER BEING ON THE NORTH LINE OF CASS STREET;

THENCE SOUTHWESTERLY, ALONG THE NORTH LINE OF CASS STREET TO THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 8 IN THE VILLAGE OF LEMONT, SAID CORNER BEING ON THE EAST LINE OF STATE STREET;

THENCE NORTHWESTERLY, ALONG THE EAST LINE OF STATE STREET, TO A LINE THE IS THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF AN ALLEY IN BLOCK 7 IN THE VILLAGE OF LEMONT;

THENCE SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT 10 IN BLOCK 7 IN THE VILLAGE OF LEMONT SAID CORNER BEING THE POINT OF BEGINNING; ALL IN SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## Exhibit B

### NOTICE OF PUBLIC HEARING

#### **VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, PROPOSED APPROVAL OF THE VILLAGE OF LEMONT TRANSIT ORIENTED DEVELOPMENT (TOD) REDEVELOPMENT PLAN AND PROJECT TAX INCREMENT FINANCE (TIF) DISTRICT**

Notice is hereby given that on the 13<sup>th</sup> day of August, 2018 at 7:00 p.m., at the Village of Lemont Village Hall, 418 Main Street, Lemont, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Village of Lemont Transit Oriented Development (TOD) Redevelopment Plan and Project Tax Increment Finance (TIF) District (the "*Plan and Project*"), the designation of the Transit Oriented Development ("TOD") Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment financing therefore. The Project Area consists of the territory legally described on Exhibit A and generally described as follows:

Generally bounded on the north by the I&M Canal, on the east by Holmes Street, on the west by Joliet Street and on the south by Illinois Street.

The Plan and Project objectives are to reduce or eliminate blighting conditions, to enhance the real estate and sales tax base of the Village and other affected taxing districts by encouraging private investment in retail/commercial, single family and multi-family residential, institutional and other mixed-use developments within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as amended (the "*Act*"). The Village may issue obligations to finance project costs in accordance with the Plan and Project, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, there will be a discussion of the Plan and Project, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area. The Plan and Project is on file and available for public inspection at the office of the Village Clerk at Village Hall, 418 Main Street, Lemont, Illinois.

Pursuant to the proposed Plan and Project, the Village proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Plan and Project proposes to provide assistance by paying or reimbursing costs including, but not limited to, site assembly, analysis,

professional services and administrative activities, public improvements and facilities, building rehabilitation, capital costs incurred by a taxing district as a direct result of a redevelopment project, the payment of financing and interest costs, and such other project costs as permitted by the Act pursuant to one or more redevelopment agreements.

Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the projected increase in the property tax revenue stream to be created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Plan and Project, designation of the Project Area, and adoption of tax increment allocation financing therefore.

The Hearing may be adjourned by the President and Board of Trustees of the Village without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Plan and Project and to file comments or suggestions prior to the hearing contact George Schafer, Village Administrator, Village of Lemont, 418 Main Street, Lemont, Illinois 60439 (630) 257-1590.

By Order of the Village President and Board of Trustees of the Village of Lemont this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Village Clerk

TO: Village Board  
FROM: Ralph Pukula, Director of Public Works  
SUBJECT: Metra Station Renovation Projects A and B

DATE: 06/11/18

### **SUMMARY/ BACKGROUND**

Six (6) bids were received on April 24, 2018 at 10:15 am for the Metra Station Renovation Projects Three (3) for Project A Metra Station Renovation, and Three (3) for Project B Metra Shelter Renovation. Project A Metra Station Renovation consists of renovation of an existing agent's office and restroom, installing two ADA restrooms, drinking fountains, relocating ceiling lights and electrical outlets, terrazzo floor, radiant floor heat, and installation of air conditioning unit. Project B Metra Shelter Renovation consists of renovation of an existing shelter structure by installing foundations, masonry work, and windows in aluminum frames. The total low bid for both projects was from R.C. Wegman Construction Company \$238,000.00 for Project A, and \$148,000.00 for Project B.

### **ANALYSIS**

R.C. Wegman Construction Company submitted low bids for both projects of \$238,000.00 for Project A and \$148,000.00 for Project B.

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

*5-Year Capital Improvement Plan.* This project was included in the 5 Year Capital Improvement Plan

#### ***Budget.***

This project is in the Metra Fund and will be funded by Metra per the Intergovernmental Agreement approved on 8/14/17 and updated June 13, 2018.

### **STAFF RECOMMENDATION**

Award of the Metra Station Renovation Projects A and B to R.C. Wegman Construction Company, 750 Morton Avenue, Aurora, IL 60446, based on their total bid amounts of \$238,000.00 and \$148,000.00.

### **BOARD ACTION REQUESTED**

Approval of Resolution awarding the contracts to R.C. Wegman Construction Company

### **ATTACHMENTS**

Resolution Authorizing Award of Contracts  
Bid Tabulations listing the bid received, including company name, and amount of bid  
Contractor Compliance Certificate  
Standard Contract Form



**A Resolution Authorizing Award of Contract for Metra Station Renovation Project A**

**WHEREAS**, The Village of Lemont requires that the Metra Station renovation project A, be completed; and

**WHEREAS**, the Village seeks to utilize the construction firm of R.C. Wegman Construction Company for such work; and

**WHEREAS**, R.C. Wegman Construction Company submitted a low bid for such work in the amount of \$238,000.00, for the Base Bid.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS** that:

**SECTION ONE:** The Agreement is hereby approved in substantially the form attached hereto as Exhibit A.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 11th day of June, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN</b>
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>David Maher</b>	_____	_____	_____	_____
<b>Kenneth McClafferty</b>	_____	_____	_____	_____

**Rick Sniegowski**  
**Ronald Stapleton**

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\_\_\_\_\_

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**JOHN EGOFKSKE**  
**President**

ATTEST:

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

TO: Village Board  
FROM: Ralph Pukula, Director of Public Works  
SUBJECT: Metra Station Renovation Projects A and B

DATE: 06/11/18

### **SUMMARY/ BACKGROUND**

Six (6) bids were received on April 24, 2018 at 10:15 am for the Metra Station Renovation Projects Three (3) for Project A Metra Station Renovation, and Three (3) for Project B Metra Shelter Renovation. Project A Metra Station Renovation consists of renovation of an existing agent's office and restroom, installing two ADA restrooms, drinking fountains, relocating ceiling lights and electrical outlets, terrazzo floor, radiant floor heat, and installation of air conditioning unit. Project B Metra Shelter Renovation consists of renovation of an existing shelter structure by installing foundations, masonry work, and windows in aluminum frames. The total low bid for both projects was from R.C. Wegman Construction Company \$238,000.00 for Project A, and \$148,000.00 for Project B.

### **ANALYSIS**

R.C. Wegman Construction Company submitted low bids for both projects of \$238,000.00 for Project A and \$148,000.00 for Project B.

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

*5-Year Capital Improvement Plan.* This project was included in the 5 Year Capital Improvement Plan

#### ***Budget.***

This project is in the Metra Fund and will be funded by Metra per the Intergovernmental Agreement approved on 8/14/17 and updated June 13, 2018.

### **STAFF RECOMMENDATION**

Award of the Metra Station Renovation Projects A and B to R.C. Wegman Construction Company, 750 Morton Avenue, Aurora, IL 60446, based on their total bid amounts of \$238,000.00 and \$148,000.00.

### **BOARD ACTION REQUESTED**

Approval of Resolution awarding the contracts to R.C. Wegman Construction Company

### **ATTACHMENTS**

Resolution Authorizing Award of Contracts  
Bid Tabulations listing the bid received, including company name, and amount of bid  
Contractor Compliance Certificate  
Standard Contract Form



**A Resolution Authorizing Award of Contract for Metra Station Renovation Project A**

**WHEREAS**, The Village of Lemont requires that the Metra Station renovation project A, be completed; and

**WHEREAS**, the Village seeks to utilize the construction firm of R.C. Wegman Construction Company for such work; and

**WHEREAS**, R.C. Wegman Construction Company submitted a low bid for such work in the amount of \$238,000.00, for the Base Bid.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS** that:

**SECTION ONE:** The Agreement is hereby approved in substantially the form attached hereto as Exhibit A.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 11th day of June, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN</b>
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>David Maher</b>	_____	_____	_____	_____
<b>Kenneth McClafferty</b>	_____	_____	_____	_____



**Rick Sniegowski**  
**Ronald Stapleton**

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

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**JOHN EGOFKSKE**  
**President**

ATTEST:

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

**A Resolution Authorizing Award of Contract for Metra Shelter Renovation Project B**

**WHEREAS**, The Village of Lemont requires that the Metra Shelter renovation project B, be completed; and

**WHEREAS**, the Village seeks to utilize the construction firm of R.C. Wegman Construction Company for such work; and

**WHEREAS**, R.C. Wegman Construction Company submitted a low bid for such work in the amount of \$148,000.00, for the Base Bid.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS** that:

**SECTION ONE:** The Agreement is hereby approved in substantially the form attached hereto as Exhibit A.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 11th day of June, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>David Maher</b>	_____	_____	_____	_____

**Kenneth McClafferty** \_\_\_\_\_  
**Rick Sniegowski** \_\_\_\_\_  
**Ronald Stapleton** \_\_\_\_\_

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**JOHN EGOFKSKE**  
**President**

ATTEST:

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



## API Architects

2675 Pratum Avenue | Hoffman Estates, IL 60192  
PH: (312)505-1392

May 3, 2018

Mr. Ralph Pukula  
Director of Public Works  
Village of Lemont – Public Works Department  
16680 New Avenue  
Lemont, Illinois 60439

Reference: METRA Station and Shelter Renovations  
Lemont, Illinois

Dear Mr. Pukula:

On Tuesday, April 24, 2018 bids were opened for the above referenced project and were based on the architectural bid documents, dated, April 6, 2018. See attached bid tabulation forms from that bid opening.

The apparent low bidder for both projects was R.C. Wegman Construction Company of Aurora, Illinois with a base bid (Station Renovation) of \$238,000.00 and with a base bid (Shelter Renovation) of \$148,000.00. After reviewing all of the bids that were submitted and additional company information from R.C. Wegman Construction Company, it appears that they are qualified to perform construction services on both projects.

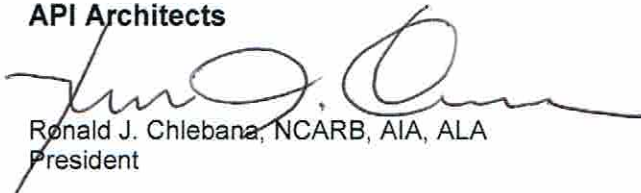
Our recommendation is to award the construction contract(s) to R.C. Wegman Construction Company.

Please notify our office which projects will be awarded to R.C. Wegman Construction Company. We will then issue a letter of 'Notice To Proceed' and start writing the formal agreement between the Village of Lemont and the General Contractor.

If you have any questions or comments, please contact me at my office.

Sincerely,

**API Architects**



Ronald J. Chlebana, NCARB, AIA, ALA  
President

RJC:cjr

Attachment

**METRA STATION RENOVATION - PROJECT 'A'**

BID OPENING -TUESDAY APRIL 24TH @ 2:00 PM

**BID FORM**

COMPANY NAME	BID BOND	SECTION D- SIGNED	ADDENDUM No. 1	BASE BID	ALT. 1A- PERFORMANCE BOND- LABOR AND MATERIAL PAYMENT BOND	ALTERNATES			CHANGES IN WORK				CALENDAR DAYS
						ALT. 2A- IN LIEU OF PORCELAIN WALL TILE IN MENS/WOMENS RESTROOMS 102/103, PROVIDE AND INSTALL PAINT, COLOR/ SHEEN TO MATCH AGENTS OFFICE 104.	ALT. 3A- IN LIEU OF TERRAZZO FLOOR AND INTERGRAL TERRAZZO WALL-BASE IN ROOMS 102/103/104 AND 105 PROVIDE AND INSTALL RESILIENT FLOORING AND VINYL BASE	GC- EXTRA	GC- CREDIT	SUBCONTRACTOR- EXTRA	SUBCONTRACTOR- CREDIT		
KAVE, INC 1009 PORTER STREET LEMONT, ILLINOIS 60439	X	X	X	\$246,507	\$7,170	\$8,602	\$22,359	15%	10%	10%	18%	120	
KEE CONSTRUCTION 21660 S. MONI DRIVE NEW LENNOX, IL 60451	X	X	X	\$398,000	\$2,000	\$1,000	\$2,000	12%	0%	15%	0%	60	
R. C. WEGMAN CONSTRUCTION COMPANY 750 MORTON AVENUE AURORA, ILLINOIS 60506	X	X	X	\$238,000	\$2,500	\$11,000	\$17,000	10%	0%	10%	0%	56	

**METRA STATION RENOVATION - PROJECT 'B'**

BID OPENING -TUESDAY APRIL 24TH @ 2:00 PM

BID FORM										
			ALTERNATES				CHANGES IN WORK			
<u>COMPANY NAME</u>	<u>BID BOND</u>	<u>SECTION D- SIGNED</u>	<u>BASE BID</u>	<u>ALT. 1A- PERFORMANCE BOND- LABOR AND MATERIAL PAYMENT BOND</u>	<u>GC- EXTRA</u>	<u>GC- CREDIT</u>	<u>SUBCONTRACTOR- EXTRA</u>	<u>SUBCONTRACTOR- CREDIT</u>	<u>CALENDAR DAYS</u>	
KAVE, INC 1009 PORTER STREET LEMONT, ILLINOIS 60439	X	X	\$190,205	\$5,520	15%	10%	10%	8%	120	
KEE CONSTRUCTION 21660 S. MONI DRIVE NEW LENNOX, IL 60451	X	X	\$176,500	\$750	12%	0%	15%	0%	60	
R.C. WEGMAN CONSTRUCTION COMPANY 750 MORTON AVENUE AURORA, ILLINOIS 60506	X	X	\$148,000	-\$1,600	10%	0%	10%	0%	42	

## CONTRACTOR LEGAL COMPLIANCE CERTIFICATION

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner and the exercise of additional remedies. Capitalized terms not defined in this document shall have the definitions ascribed to them in the General Conditions for the Contract.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State County and local laws, codes, rules and regulations (individually and collectively referred to in this document as "Laws"), including but not limited to those relating to (1) fair employment practices, affirmative action and discrimination in employment; (2) workers' compensation; (3) drug free workplace and workplace safety; (4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; (5) worker preference; (6) steel products procurement; (7) non-collusion and bid-rigging; (8) building and related codes; (9) location of underground utilities; and (10) payment of taxes. Contractor shall remain for the entirety of the Contract in compliance with the Laws.

C. Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the Owner's Ordinances requiring payment of prevailing wages. Contractor shall pay and shall require every subcontractor under him and every lower tier subcontractor to pay not less than the prevailing rate of hourly wages in Cook County, the county in which the Work is performed, as determined by the Illinois Department of Labor for the month in which the Work is performed including but not limited to all laborers, workers and mechanics performing Work on the Project. Contractor acknowledges that all contractors and subcontractors rendering services under the Contract must comply with all requirements under the Act, including but not limited to those pertaining to prevailing wage payment, and all contract, specification, purchase order and bond language inclusion requirements and all posting, notice, record keeping, record inspection, record production and payroll certification requirements.

D. Contractor shall comply with all Laws regarding equal employment opportunity and nondiscrimination in employment, including but not limited to those contained in the Illinois Human Rights Act (775 ILCS 5/2-105), the Americans with Disabilities Act of 1990 and ADA

Amendments Act of 2008, the Public Works Employment Discrimination Act (775 ILCS 10/01 *et seq.*) and the Cook County Human Rights Ordinance (Ordinance No. 93-0-13), as now and hereafter amended. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor shall: (a) refrain from unlawful discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; (b) comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action; and (c) provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request. Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect during the full term of the Project, and that Contractor shall provide a copy of the policy to the Illinois Department of Human Rights upon request.

F. Contractor has not violated, and it shall not during the term of the Contract violate, any provision of Article 33E of the Illinois Criminal Code of 2012, as amended, nor has Contractor violated any other Laws governing abuse of process in the letting of public contracts, including but not limited to the following:

1. Neither Contractor, nor to the best of the Contractor's knowledge any officer or employee of the Contractor, shall have been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor shall any officer or employee have made an admission of guilt of such conduct which is a matter of record; and

2. Contractor has not been barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3,33E-4). No officers or employees of Contractor have been so convicted and Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Any such conviction occurring after the date of this Certification document shall be reported to Owner immediately in writing if it occurs during the bidding process or otherwise prior to entering into the Contract; and



3. Contractor's bid proposal has been made without any connection or common interest in the profits anticipated to be derived from the Contract by the Contractor with any other persons submitting any bid or proposal for the Contract. The Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud. No official, officer or employee of Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor. Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including but not limited to Owner and Owner's employees and agents), to procure improperly special or unusual treatment with respect to the Contract or for the purpose of otherwise improperly influencing the relationship between Owner and Contractor. Contractor shall require compliance by its officers, directors and employees with the restrictions contained in the preceding sentence.

G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et. seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Architect.

H. Neither the Contractor nor any substantially owned affiliated company shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

I. Contractor has not been barred from contracting with Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor understands and acknowledges that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to Contractor.

J. If Contractor has twenty five (25) or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.), and shall provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor has not violated the Drug Free Workplace Act. Contractor understands and acknowledges that it shall not be eligible for award of the Contract as the result of any violation of the Illinois Drug Free Workplace Act.

K. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all Subcontractors and lower tiered contractors to comply with the requirements and provisions

thereof. A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Legal Compliance Certification.

L. Pursuant to the Illinois Freedom of Information Act (5 ILCS 140/7(2)), any record of the Contractor that relates directly to a governmental function being performed by the Contractor pursuant to this Agreement is considered a public record of the Owner for purposes of the Freedom of Information Act (FOIA), and upon request of the Owner's FOIA Officer, Contractor shall within two (2) business days turn over to the FOIA Officer any record requested that is in possession of the Contractor, for which an exemption is not provided under the FOIA or other applicable Laws, and subject to redaction of exempt information as provided under the FOIA or other applicable Laws, including but not limited to the Prevailing Wage Act, as noted in paragraph 1 above .

CONTRACTOR

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

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that \_\_\_\_\_ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Village of Lemont that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

\_\_\_\_\_  
Name of Contractor/Subcontractor (print or type)

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature of Authorized Representative



# AIA<sup>®</sup> Document A107<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
*(Name, legal status, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

The Architect:  
*(Name, legal status, address and other information)*

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE & BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

### ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 2.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**§ 2.2** The Contract Time shall be measured from the date of commencement.

**§ 2.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:  
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

**Portion of the Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

### **ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

**§ 3.2** The Stipulated Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 3.2.1** The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

**§ 3.2.2** Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 3.2.3** Allowances included in the stipulated sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
------	-------

**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.3.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ \_\_\_\_\_), subject to additions and

deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
------	-----------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

## ARTICLE 4 PAYMENTS

### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than ( \_\_\_\_\_ ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*



§ 4.1.4 Retainage, if any, shall be withheld as follows:

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

#### § 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### ARTICLE 5 DISPUTE RESOLUTION

#### § 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 21.4 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

### ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.3 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.4 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
--------	-------	------

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 6.

§ 6.1.6 Additional documents, if any, forming part of the Contract Documents:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 7.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements,

assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

### **§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

#### **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

#### **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

#### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

### **§ 9.13 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 9.14 Access to Work**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 10.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract

Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

#### **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

#### **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

#### **ARTICLE 15 PAYMENTS AND COMPLETION**

##### **§ 15.1 Applications for Payment**

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.



**§ 15.1.2** With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ 15.1.3** Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 15.1.4** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### **§ 15.2 Certificates for Payment**

**§ 15.2.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

**§ 15.2.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 15.2.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 15.2.4** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

### **§ 15.3 Progress Payments**

**§ 15.3.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

**§ 15.3.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

**§ 15.3.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

### **§ 15.4 Substantial Completion**

**§ 15.4.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 15.4.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 15.4.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 15.4.4** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 15.5 Final Completion and Final Payment**

**§ 15.5.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 15.5.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

**§ 15.5.3** The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 15.5.4** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY**

### **§ 16.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### **§ 16.2 Hazardous Materials**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **ARTICLE 17 INSURANCE AND BONDS**

**§ 17.1** The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall

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contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 17.2 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 17.3 Property Insurance**

**§ 17.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

**§ 17.3.2** The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**§ 17.3.3** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 17.3.4** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

#### **§ 17.4 Performance Bond and Payment Bond**

**§ 17.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 17.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### **ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and

replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

### **§ 19.3 Tests and Inspections**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

### **§ 19.4 Commencement of Statutory Limitation Period**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

## **§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 20.2.2** When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 20.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

## **§ 20.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.8 and Sections 15.5.3 and 15.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

**§ 21.2** If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 21.3** The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 21.4** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.8 Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**