

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

September 24, 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. September 10, 2018 Village Board Meeting Minutes
 2. September 17, 2018 COW Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Amending Lemont Municipal Code Chapter 5.04 Section 5.04.060.B: Alcoholic Beverages (Decreasing Number of Class A-3 Liquor Licenses)(Stonehouse 1, LLC, d/b/a Stonehouse Pub)
 - D. An Ordinance Authorizing Sale And Disposal Of Surplus Village Property
 - E. A Resolution Reviewing The Need For Confidentiality Of Closed Session Meetings
 - F. A Resolution Providing For The Destruction Of Certain Verbatim Recordings Of Closed Session Meetings
 - G. A Resolution Approving The Lease and Purchase Of a 2019 Ford F550 With UTEM Aerial Lift Equipment From Willowbrook Ford
- IV. Mayor's Report
 - A. Proclamation- Lexia Kennedy First Place in All Ireland World Title Fiddle Solo

B. Presentation- Plaque for Police Department Obtaining ILEAP Accreditation

C. Audience Participation

V. Clerk's Report

A. Ordinances

1. An Ordinance Further Amending Ordinance O-12-05, (Special Use for A Planned Unit Development) To Allow The Addition Of An Approximately 2,427 Square Foot Building And The elimination Of Twelve (12) Parking Stalls For The Aldi Retail Facility Located At 1237 S. State Street In The Lemont Village Square, Lemont, Illinois (Lemont Village Square PUD)

B. Resolutions

1. A Resolution Approving The Execution Of A Consent To Assignment By and Between The Metropolitan Water Reclamation District Of Greater Chicago, Lemont Park District And Village Of Lemont
2. A Resolution Approving The Execution Of An Intergovernmental Agreement Between The Lemont Park District And The Village Of Lemont To Facilitate The Co-Lease Of Certain Property Owned By The Metropolitan Water Reclamation District Of Greater Chicago
3. A Resolution Authorizing The Establishment Of The Walker Road Crossing and Removal Of The Holmes Street crossing

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. Evaluation of Employee and Employment of an Employee 5 ILCS 2(c)1

B. Collective bargaining 5 ILCS 2(c)2

C. 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
September 10, 2018
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, September 10, 2018, at 7:00 p.m., with Mayor John Egofske presiding.

A. PLEDGE OF ALLEGIANCE

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

C. CONSENT AGENDA

A. Approval of Minutes

1. August 27, 2018, Village Board Meeting Minutes

B. Approval of Disbursements

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

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

D. MAYOR'S REPORT

A. Mayor's Mention

1. The Historical Society will have a Canal/Quarry Tour on September 15 at 9 a.m. and a Downtown Lemont Walking Tour on Saturday, September 29, at 4 p.m.
2. Pollyanna will hold their annual Oktoberfest in the Metra lot on Saturday, September 15, from 3-11 p.m.
3. Franciscan Village is holding a "Tour of Tuscany" on September 15, from 4 – 7 p.m.
4. The Historical Society will hold "A Night of Magic and Mystery" Masquerade Ball on Saturday, September 22, starting at 6 p.m. at the Slovenian Center.
5. Lemont Park District is having a Drive-In Movie night on Saturday, September 22, from 7-9 PM at Centennial Park South Parking Lot.

6. On September 27, the Rotary Club of Lemont-Homer Glen will hold their 7th Annual Autumn Craft Beer Tasting at Gelsosomo's Pizzeria & Pub from 6:30 – 9:00 p.m.
7. On the November 6, 2018, general election ballot, the residents of the Village of Lemont will have the opportunity to answer a question on home rule. The Village Board and I have come to the conclusion that our residents shall be given the opportunity to consider becoming a home rule municipality through a binding referendum. Currently, the Village is a non-home rule municipality under the Illinois Constitution. This means that the Village can only authorize those powers which are expressly granted by the State of Illinois. Home rule municipalities are allowed greater flexibility and authority to address local issues. Home rule status can only be achieved through voter approval or the certification of a population above 25,000 residents. There are many unique challenges currently facing our great community and the Board and I believe that Village residents should be given the opportunity to decide whether greater local authority should be granted to Lemont officials to address our current and future challenges. More information will become available soon.

- B. Audience Participation – Mr. Rick Lighthart said he currently has no definite position on the Home Rule Referendum at this time. He asked the Board to use caution in this issue and use another solution for this problem.

E. **Clerk's Report**

- A. Correspondence - None

- B. Resolutions

1. Resolution R-43-18 a Resolution Regarding Home Rule Powers. Motion by McClafferty, seconded by Kwasneski to adopt said ordinance. Roll Call: Stapleton, Kwasneski, Maher, McClafferty, Sniegowski ; 5 ayes. Blatzer; absent. Motion passed.

- F. **Village Attorney Report** - None

G. **Village Administrator Report**

Spoke about POLCO and concerns over letters about electric services. You do not have to call in if you want to be included. You automatically are in unless otherwise indicated.

- H. **Board Reports** - None

I. **Staff Reports**

A. Police

1. Hunting season is about to begin. No hunting is allowed in the Village, but it is allowed in the Township as of Oct 1st.

J. **Unfinished Business** - None

K. **New Business** - None

L. **Motion for Executive Session**

Motion by Stapleton, seconded by Sniegowski, to move into Executive Session to discuss under Chapter 5 ILCS 120/ of the Open Meetings Act, the Performance of an Employee under Section 2(c)1, Pending Litigation under Section 2(c)11 and Collective Bargaining 5ILCS 2(c)2.

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

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

XII. **Motion to Adjourn**

There being no further business, a motion was made by Maher, seconded by McClafferty, to adjourn the meeting at 8:25 p.m. Voice vote 5 ayes. Blatzer; absent. Motion passed.

VILLAGE BOARD
Committee of the Whole Meeting

September 17, 2018 – 7:00 PM
Lemont Village Hall – Village Board Room
418 Main St., Lemont, IL 60439

I. Call to Order

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

II. Roll Call

Present were Trustees, Blatzer, Kwasneski Maher, McClafferty, Stapleton and Sniegowski. Also present were George Schafer, Jason Berry, Mark Herman, Marc Maton, Linda Molitor, Ralph Pukula, and Village Attorney Andrew Paine

III. Discussion Items

A. Lemont Village Square (Aldi) PUD Amendment

Mark Herman, Community Development Manager, stated that Aldi grocery store would like to expand their store. In doing so, 12 parking spaces will be eliminated. The Planning and Zoning Commission voted in favor to approve the Amendment to the Aldi PUD at the August 15, 2018, public hearing. The expansion will allow for more retail and storage space for an updated product line. The expansion is expected to be completed by the second or third quarter of 2019. The board has no issue with the expansion project and it will be up for approval at a future board meeting.

B. Archer Avenue Gas Station Annexation, Rezoning and Special Use

Mark Herman, Community Development Manager, stated that a proposed gas station on Archer Avenue is requesting a rezoning from an R-1 to a B-3 Arterial Commercial District and a Special Use for a drive-through restaurant. The Planning and Zoning Commission meeting that took place on August 15 recommended approval with staff conditions. Trustee McClafferty asked if there would be diesel fuel available, and due to only having one entrance, the applicant is limited in turnaround space that is needed for the larger diesel trucks, therefore, they are not able to accommodate that at this time. George mentioned there is an access point on the west entrance that might give capacity for diesel in the future. The amendment will be up for approval at a future board meeting.

C. Walker Road Railroad Crossing ICC/CN Application Discussion

Due to the amount of traffic expected when entering the Lemont Trails Adventure Park at Walker Road, staff has been in contact with ICC and Canadian National for the need of a gate at this crossing. George Schafer, Village Administrator, stated their feedback is that we would have to close one crossing to add a crossing. Discussion took place on closure of the Holmes Street crossing. Lemont Forge representatives mentioned they are reviewing new plans with the full drawing and pricing for the overall project which includes the same activities. Depending on the cost, the project may need to be done in phases. Trustee Stapleton suggested the to put to change the current sign from "No Right Turn" to no right turn for trucks onto Talcott Avenue coming out of the quarry. The Board has no issue with closing the crossing at Holmes Street in order to add one at Walker Road. This amendment will be up for a public hearing in the future.

D. Discussion of Safety Village IGA and lease Assignment with the Lemont Park District

George Schafer, Village Administrator, stated the Village will share half of the expenses

with the Lemont Park District as co-tenants for investing in the building water fountain and bathroom outside. The Village will be sharing the building maintenance obligation and cover insurance, and both will cover liability insurance. This item will be up for adoption at the next board meeting.

E. 2nd Division Vehicle Routing-Village of Lemont

Chief Maton presented the Traffic Safety Committee's review of truck re-routing, which included moving truck routing on 127th, State Street and Main Street. Mayor Egofski suggested to restrict truck traffic on New Avenue, 135th Street and around downtown. Mayor Egofski suggested rerouting in phases. Phase 1, could move traffic to the west side of the town. Since there is no clear indication on how much truck traffic comes through Main Street, we would see the impact by implementing it in phases. The item will be up for future board meeting.

F. Fifth Street Utilities Discussion

George Schafer, Village Administrator, stated the owner and proposed developer of property on 5th street in in the process of subdividing property for development once again and will require a variation from the UDO to do so. This request will necessitate the discussion for water service on 5th street. The property owner was under the impression that the Village was going to finance the water service on 5th Street and that decision will impact his development plans. The Board is not amenable to paying for water extension, and the developer has recently stated he would finance the water main extension project if the Village could obtain easements for the property. In order to do so, the developer would need 3 units on the property to in order to justify paying for the utility extension. The plan will need to go back in front of Planning and Zoning in the near future. Trustee McClafferty was affirmative, Trustee Maher and Blatzer were against and Trustee Stapleton, Sniegowski and Kwasneski were undecided with the proposal. The item will go in front of the PZC in likely November.

IV. Unfinished Business –

A. Tollway Sound Wall Update

Discussion of the sound wall along the Briarcliff subdivision was discussed. This included who would be responsible for maintenance of the wall and insurance. Further discussion needs to take place with the HOA.

B. Downtown TOD Update

Staff shared a concept plan for the redevelopment of the Peterson's Hardware site. The proposed development is for 90 units. Covered parking would be provided on the ground floor and there would be additional surface parking. The developer would donate the buildings south of Canal for economic development purposes. Trustee Maher emphasized the importance of a quality residents over quantity.

C. 83 and Main Update

The Village acquired property at 12775 Main Street, known as the Meineke property which has a billboard on it. At the time of purchase, the lease with the billboard company on the property could not be legally terminated, and an addendum was made for a five-year lease. The lease with the billboard company, Clear Channel, expires in January of 2019. The Village was contacted by Clear Channel to begin negotiations on a new lease for the billboard. The billboard company will be coming for further discussion; no conclusions were made.

D. Lemon Tree

The owner of Lemon Tree previously inquired about obtaining a liquor license in order to obtain gaming terminals. Discussion took place at the September Committee of the Whole meeting as to whether the Board would be considering approval prior to going through

the liquor licensing process. The consensus of the Board was that they wanted to see what the interior layout would look like. The owner provided a design of the proposed design layout for gaming terminals inside the restaurant. The Board was asked for their opinion on allowing gaming machines for Lemon Tree. Trustee Stapleton was neutral, Blatzer and Maher opposed, Mayor John, Trustee McClafferty, Trustee Sniegowski and Trustee Kwasneski was in favor. The item will need to go before the Liquor Control Review Board.

E. Concrete Silo

OZINGA proposed a concrete silo that would contain cement which was 130 feet tall. Feedback from the Board was that the size was much too large, and alternative storage sizes would need to be presented.

V. New Business

VI. Audience Participation – Jerry Johnson asked when 5th street will be going up for public hearing.

VII. Executive Session – None

VIII. The Committee of the Whole Meeting adjourned at 8:50p.m.

Payment Register

From Payment Date: 8/28/2018 - To Payment Date: 9/10/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
18136	08/31/2018	Voided/Reissued		08/31/2018	Accounts Payable	Jones, Charity	\$122.08		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	16-04-04		04/04/2016	reimbursement - 3/9 & 15 mileage and 3/16 parking			\$122.08		
18137	08/31/2018	Voided/Reissued		08/31/2018	Licensing Refund	M/I Homes	\$1,406.00		
	<u>Licensee Type</u>			<u>Licensee Number</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Contractor			1248	01/08/2016	Refund			
18140	09/10/2018	Open			Accounts Payable	5th Avenue Construction	\$6,500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2017-00000575		08/24/2018	refund Clean Up Deposit - 13052 Dunmoor Dr			\$1,000.00		
	2017-00000575(T)		08/24/2018	refund Temp Occ bond - 13052 Dunmoor Dr			\$500.00		
	2017-00000575(L)		08/24/2018	refund Landscape bond - 13052 Dunmoor Dr			\$5,000.00		
18141	09/10/2018	Open			Accounts Payable	A Touch of Green Inc	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2018-00000555		08/24/2018	refund clean up deposit - 1091 Covington Dr			\$1,000.00		
18142	09/10/2018	Open			Accounts Payable	AT&T	\$1,787.34		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	63025719820818		08/25/2018	630 257-1982 589 2 ruffled fthrs l/s			\$175.62		
	63025752710818		08/25/2018	630 257-5271 183 5 harpers grove l/s			\$181.28		
	63025704360818		08/25/2018	630 257-0436 056 6 glens of connemara l/s			\$181.64		
	63025764210818		08/25/2018	630 257-6421 123 8 well #5			\$94.64		
	63025759360818		08/25/2018	630 257-5936 976 9 well #4			\$186.11		
	63025722900818		08/25/2018	630 257-2290 820 6 well #3			\$241.48		
	63025795390818		08/25/2018	630 257-9539 074 6 keepataw trails l/s			\$172.11		
	63025724740818		08/25/2018	630 257-2474 474 0 p.d. backup phone line			\$371.33		
	63025752720818		08/25/2018	630 257-5272 181 8 metra station security cameras			\$183.13		
18143	09/10/2018	Open			Accounts Payable	Avalon Petroleum Company	\$8,611.21		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	463186		08/13/2018	1761 gallons regular			\$4,748.71		
	019355		08/15/2018	1500 gallons diesel			\$3,862.50		
18144	09/10/2018	Open			Accounts Payable	Azavar Audit Solutions	\$57.13		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	14790		09/01/2018	Sep 2018 utility audit contingency pmt			\$57.13		
18145	09/10/2018	Open			Accounts Payable	Business Districts Inc	\$1,575.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2500		06/06/2018	May 2018 Downtown Marketing			\$675.00		
	2516		08/08/2018	Jul 2018 Downtown Marketing			\$900.00		
18146	09/10/2018	Open			Accounts Payable	Castletown Homes, Inc.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2017-00000648		08/22/2018	refund clean up deposit - 1058 Hermes Ave			\$1,000.00		
18147	09/10/2018	Open			Accounts Payable	Cintas Corporation	\$286.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	5011473162		08/21/2018	0010696710 - first aid cabinet refill			\$162.40		
	5011473167		08/22/2018	first aid cabinet supplies			\$123.60		

Payment Register

From Payment Date: 8/28/2018 - To Payment Date: 9/10/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18148	09/10/2018	Open			Accounts Payable	Cintas Corporation	\$88.98		
	Invoice		Date	Description		Amount			
	23K138323		08/23/2018	Village Hall carpet mats		\$88.98			
18149	09/10/2018	Open			Accounts Payable	ComEd	\$344.90		
	Invoice		Date	Description		Amount			
	18-08-8014		08/23/2018	3909078014 - street lights - illinois, e of stephen		\$18.01			
	18-08-0007		08/23/2018	1173160007 - street lights - talcott, e of stephen		\$124.97			
	18-08-4052		08/23/2018	2163104052 - street lights - stephen st 1 S river		\$47.56			
	18-08-8029		08/27/2018	0615008029 - EDBOSSERT DR METR 0 E STATE ST		\$27.36			
	18-08-0080		08/27/2018	0146050080 - aggregation fee		\$127.00			
18150	09/10/2018	Open			Accounts Payable	Cross Points Sales, Inc.	\$312.00		
	Invoice		Date	Description		Amount			
	S993080		08/28/2018	Old PD heat detector repair		\$312.00			
18151	09/10/2018	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date	Description		Amount			
	25551		08/16/2018	Sep 2018 office cleaning		\$3,260.00			
18152	09/10/2018	Open			Accounts Payable	Dellwood Tire & Auto	\$285.68		
	Invoice		Date	Description		Amount			
	2-51668		08/28/2018	repair #136		\$285.68			
18153	09/10/2018	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date	Description		Amount			
	52316		08/23/2018	PD floor mats		\$68.10			
18154	09/10/2018	Open			Accounts Payable	Dynegy Energy Services LLC	\$36,783.13		
	Invoice		Date	Description		Amount			
	153917618081		08/29/2018	GMCVLG1004		\$7,834.71			
	9085318081		08/27/2018	GMCVLG1001		\$28,948.42			
18155	09/10/2018	Open			Accounts Payable	ecology + vision, llc	\$719.55		
	Invoice		Date	Description		Amount			
	798		07/31/2018	ecologist services		\$569.55			
	799		07/31/2018	ecologist services		\$75.00			
	800		07/31/2018	ecologist services		\$75.00			
18156	09/10/2018	Open			Accounts Payable	Elevator Inspection Services	\$150.00		
	Invoice		Date	Description		Amount			
	78646		08/20/2018	VH elevator inspection		\$150.00			
18157	09/10/2018	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,725.00		
	Invoice		Date	Description		Amount			
	2018142		08/28/2018	I.T. Support		\$1,725.00			
18158	09/10/2018	Open			Accounts Payable	Illinois Homicide Investigators Association	\$450.00		
	Invoice		Date	Description		Amount			
	18-08-15		08/15/2018	training - 2 attendees		\$450.00			
18159	09/10/2018	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$57,446.71		
	Invoice		Date	Description		Amount			
	00968		08/31/2018	Aug 2018 contribution		\$57,446.71			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18160	09/10/2018	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	8645991		08/21/2018	046-2580918-001		\$277.98			
	8645992		08/21/2018	046-2580918-002		\$676.51			
18161	09/10/2018	Open			Accounts Payable	M & M Auto Glass & Upholstery Service	\$395.00		
	Invoice		Date	Description		Amount			
	501926		08/29/2018	17-2 window tint		\$395.00			
18162	09/10/2018	Open			Accounts Payable	M/I Homes of Chicago	\$12,000.00		
	Invoice		Date	Description		Amount			
	2014-00000956		08/23/2018	refund clean up deposit - 13373 Anne Dr		\$1,000.00			
	2014-00000956(L)		08/23/2018	refund clean up deposit - 13373 Anne Dr		\$5,000.00			
	2017-00000228		08/22/2018	refund clean up deposit - 13740 Buchanan Dr		\$1,000.00			
	2017-00000228(L)		08/22/2018	refund Landscape Bond - 13740 Buchanan Dr		\$5,000.00			
18163	09/10/2018	Open			Accounts Payable	Martin Implement Sales	\$634.80		
	Invoice		Date	Description		Amount			
	P15672		08/02/2018	parts		\$634.80			
18164	09/10/2018	Open			Accounts Payable	Menards	\$190.75		
	Invoice		Date	Description		Amount			
	34529		08/10/2018	building supplies		\$61.74			
	35504		08/26/2018	bench repair supplies		\$129.01			
18165	09/10/2018	Open			Accounts Payable	Metropolitan Mayors Caucus	\$720.00		
	Invoice		Date	Description		Amount			
	2018-147		07/31/2018	2017-2018 membership dues		\$720.00			
18166	09/10/2018	Open			Accounts Payable	Novotny Engineering	\$86,784.61		
	Invoice		Date	Description		Amount			
	18232-1		08/14/2018	Freehauf & Keepataw sediment removal		\$2,931.32			
	14405-15		08/14/2018	Lemont Nursing MWRDGC		\$152.00			
	12387-32		08/14/2018	Kettering Subdivision Phase 2		\$608.00			
	13237-24		08/14/2018	Birch Path PUD		\$912.00			
	06232-10		08/14/2018	Ashbury Woods 3		\$76.00			
	02115-79		08/14/2018	NPDES flow monitoring		\$579.53			
	18003-4		08/14/2018	18GM resurfacing		\$5,861.43			
	17435-5		08/14/2018	2018 Watermain		\$2,554.00			
	18007-5		08/14/2018	2018 atlas revisions		\$5,740.00			
	18116-2		09/04/2018	4th Street connection to Keough		\$963.25			
	18301-1		08/14/2018	Home rule road repair map		\$164.00			
	18273-1		08/14/2018	415 Freemont		\$82.00			
	18258-2		08/14/2018	127th New Ave to Smith Rd		\$82.00			
	18235-2		08/14/2018	127th at Rolling Meadows RRFB		\$92.00			
	18239-1		08/14/2018	Rose/Doolin storm sewer repair		\$255.00			
	18240-2		08/14/2018	131st Street Corridor Study by CCDOT		\$85.00			
	14267-18 (FED)		07/31/2018	McCarthy Road Bike Path		\$63,165.58			
	06028-82		08/14/2018	engineering		\$328.00			
	17391-4		08/14/2018	131st St & Derby Rd		\$82.00			
	18126-3		08/14/2018	Woll Co Parcels		\$142.50			
	18131-2		07/10/2018	TOD Downtown TIF		\$328.00			
	18131-3		08/14/2018	TOD Downtown TIF		\$666.00			

Payment Register

From Payment Date: 8/28/2018 - To Payment Date: 9/10/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	18153-4		08/14/2018		Fifth St water main extension		\$656.00		
	18248-2		08/14/2018		Central School District Property legal descr review		\$105.00		
	18275-1		08/14/2018		Fire Station No 1 Plat of Survey		\$174.00		
18167	09/10/2018	Open			Accounts Payable	Office Depot		\$201.05	
	Invoice		Date		Description		Amount		
	184095236001		08/23/2018		office supplies		\$50.26		
	184291334001		08/14/2018		office supplies		\$47.45		
	184292463001		08/14/2018		office supplies		\$103.34		
18168	09/10/2018	Open			Accounts Payable	Ozinga Ready Mix Concrete, Inc.		\$676.00	
	Invoice		Date		Description		Amount		
	18-08-31		08/31/2018		refund of escrow - CD ES 1709		\$676.00		
18169	09/10/2018	Open			Accounts Payable	Parent Petroleum Inc		\$2,368.80	
	Invoice		Date		Description		Amount		
	1212754		08/13/2018		oil		\$2,368.80		
18170	09/10/2018	Open			Accounts Payable	Quinlan Security Systems		\$3,226.08	
	Invoice		Date		Description		Amount		
	23084		08/30/2018		VH door access control addition		\$3,226.08		
18171	09/10/2018	Open			Accounts Payable	Rag's Electric		\$124.00	
	Invoice		Date		Description		Amount		
	21892		08/23/2018		Harpers Grove l/s repair		\$124.00		
18172	09/10/2018	Open			Accounts Payable	Rainbow Printing		\$231.90	
	Invoice		Date		Description		Amount		
	413321		08/24/2018		#10 utility bill envelopes		\$195.95		
	413311		08/22/2018		Notary Stamp - G. Karountzos		\$35.95		
18173	09/10/2018	Open			Accounts Payable	Riccio Construction Corp.		\$33,411.77	
	Invoice		Date		Description		Amount		
	17435-4		08/13/2018		2018 Watermain		\$33,411.77		
18174	09/10/2018	Open			Accounts Payable	Robbins Schwartz		\$5,550.00	
	Invoice		Date		Description		Amount		
	282762 TKH		08/23/2018		July 2018 services		\$5,550.00		
18175	09/10/2018	Open			Accounts Payable	Rod Baker Ford		\$40.44	
	Invoice		Date		Description		Amount		
	167418		08/14/2018		parts		\$40.44		
18176	09/10/2018	Open			Accounts Payable	Route 66 Asphalt Company a K-Five Company		\$2,837.84	
	Invoice		Date		Description		Amount		
	10632		08/09/2018		18GM blacktop		\$994.70		
	10636		08/10/2018		18GM blacktop		\$817.81		
	10808		08/14/2018		18GM blacktop		\$1,025.33		
18177	09/10/2018	Open			Accounts Payable	Rush Truck Centers		\$530.00	
	Invoice		Date		Description		Amount		
	3011554772		08/07/2018		parts		\$530.00		
18178	09/10/2018	Open			Accounts Payable	Schindler Elevator Corp.		\$3,671.10	
	Invoice		Date		Description		Amount		
	8104873735		09/01/2018		elevator maint agreement parking garage		\$3,671.10		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18179	09/10/2018	Open			Accounts Payable	Southwest Central Dispatch	\$27,387.47		
	Invoice		Date	Description		Amount			
	18-08-15		08/23/2018	Aug 2018 assessment		\$27,387.47			
18180	09/10/2018	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$50.00		
	Invoice		Date	Description		Amount			
	09-07ma18		09/01/2018	Sep 2018 plotter maintenance		\$50.00			
18181	09/10/2018	Open			Accounts Payable	Urban Forest Management, Inc.	\$869.50		
	Invoice		Date	Description		Amount			
	180721		08/21/2018	plan review, site visit		\$217.00			
	180722		08/21/2018	inspect and report		\$253.75			
	180720		08/21/2018	review plans and report		\$398.75			
18182	09/10/2018	Open			Accounts Payable	Vickery, Jude, R	\$500.00		
	Invoice		Date	Description		Amount			
	279519		09/03/2018	Houston St tower repair		\$500.00			
18183	09/10/2018	Open			Accounts Payable	Vulcan Materials	\$1,296.87		
	Invoice		Date	Description		Amount			
	31763955		08/14/2018	18GM stone		\$591.96			
	31770065		08/21/2018	18GM stone		\$307.81			
	31770064		08/21/2018	18GM stone		\$397.10			
18184	09/10/2018	Open			Accounts Payable	WEX Fleet Universal	\$76.32		
	Invoice		Date	Description		Amount			
	55619273		08/31/2018	August retail fuel		\$76.32			
18185	09/10/2018	Open			Accounts Payable	Willowbrook Ford Inc.	\$1,666.61		
	Invoice		Date	Description		Amount			
	8029173		08/20/2018	repair PD1503		\$1,411.80			
	5134105		08/21/2018	parts		\$254.81			
18186	09/10/2018	Open			Accounts Payable	Lemont-Bromberek Combined School District 113A	\$66,267.78		
	Invoice		Date	Description		Amount			
	18-07-31		07/30/2018	May-Jul 2018 impact fees		\$66,267.78			
18187	09/10/2018	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	18-08-29		08/29/2018	381807362 - Udvare, T. P.		\$30.00			
18188	09/10/2018	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	18-08-29		08/29/2018	381807362 - Udvare, T. P.		\$30.00			
18189	09/10/2018	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	18-08-29		08/29/2018	381807362 - Udvare, T. P.		\$5.00			
18190	09/10/2018	Open			Accounts Payable	United States Postal Service	\$3,000.00		
	Invoice		Date	Description		Amount			
	18-08-23		08/23/2018	newsletter postage		\$3,000.00			
18191	09/10/2018	Open			Accounts Payable	Creative Decks Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000660		08/22/2018	refund clean up deposit - 4 Timberline Ct		\$1,000.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18192	09/10/2018	Open			Accounts Payable	DeLaura Inc	\$500.00		
	Invoice								
	960039		Date	Description			Amount		
			08/22/2018	refund clean up deposit - 46 Ruffled Feathers Dr			\$500.00		
18193	09/10/2018	Open			Accounts Payable	Lemont 19 LLC	\$13,500.00		
	Invoice								
	2017-00000817		Date	Description			Amount		
			08/23/2018	refund clean up, landscape, temp occ bonds - 13045 Birch Path Ct			\$13,500.00		
18194	09/10/2018	Open			Accounts Payable	Magallanes, Filiberto	\$292.00		
	Invoice								
	18-09-06		Date	Description			Amount		
			09/06/2018	refund for Village vehicle stickers purchased at P.D. in error			\$292.00		
18195	09/10/2018	Open			Accounts Payable	Rick's Sandblasting	\$300.00		
	Invoice								
	2018-28-08		Date	Description			Amount		
			08/28/2018	bench repair			\$300.00		
Type Check Totals:					58 Transactions		\$395,298.99		
<u>EFT</u>									
398	09/10/2018	Open			Accounts Payable	Lemont Area Chamber of Commerce	\$2,500.00		
	Invoice								
	113218		Date	Description			Amount		
			09/04/2018	Sep 2018 services			\$2,500.00		
399	09/10/2018	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice								
	0000243		Date	Description			Amount		
			08/23/2018	Aug 2018 services			\$3,336.67		
400	09/10/2018	Open			Accounts Payable	Shred-It USA, LLC	\$40.00		
	Invoice								
	8125395845		Date	Description			Amount		
			08/23/2018	VH shredding 13316714			\$40.00		
401	09/10/2018	Open			Accounts Payable	Tate, Jamie, M	\$1,634.00		
	Invoice								
	18-17		Date	Description			Amount		
			08/23/2018	08/06/18-08/19/18 planning services			\$1,358.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	18-18		08/23/2018	08/20/18-09/02/18	planning services		\$276.00		

Type EFT Totals:
FM-Clearing - Accounts Payable Totals

4 Transactions \$7,510.67

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$393,770.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,528.08	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	58	\$395,298.99	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$7,510.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	4	\$7,510.67	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$401,281.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,528.08	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	62	\$402,809.66	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$393,770.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,528.08	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	58	\$395,298.99	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$7,510.67	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	4	\$7,510.67	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$401,281.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$1,528.08	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	62	\$402,809.66	\$0.00

Payment Register

From Payment Date: 9/11/2018 - To Payment Date: 9/24/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
18138	09/11/2018	Open			Accounts Payable	Jones, Charity	\$122.08		
	Invoice		Date	Description		Amount			
	16-04-04		04/04/2016	reimbursement - 3/9 & 15 mileage and 3/16 parking		\$122.08			
18139	09/11/2018	Open			Licensing Refund	M/I Homes	\$1,406.00		
	Licensee Type		Licensee Number	Transaction Date	Transaction Type				
	Contractor		1248	01/08/2016	Refund				
18196	09/11/2018	Open			Utility Management Refund	ARMANDO LOPEZ	\$10.00		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		204698-001	Refund final balance no forwarding address	08/31/2018	Refund			
18197	09/11/2018	Open			Utility Management Refund	JEFFREY BAIN	\$0.47		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		100132-001	Refund final balance no forwarding address	08/31/2018	Refund			
18198	09/11/2018	Open			Utility Management Refund	JERRY NAUMOFF	\$57.33		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		206548-002	Refund final balance no forwarding address	08/31/2018	Refund			
18199	09/11/2018	Open			Utility Management Refund	MARK KLEINPETER	\$8.06		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		201124-002	Refund final balance no forwarding address	08/31/2018	Refund			
18200	09/11/2018	Open			Utility Management Refund	MICHAEL KOSTREVA	\$9.87		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		201934-002	Refund final balance no forwarding address	08/31/2018	Refund			
18201	09/11/2018	Open			Utility Management Refund	NAUMOFF, JERRY	\$57.33		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		106232-001	Refund final balance no forwarding address	08/31/2018	Refund			
18202	09/11/2018	Open			Utility Management Refund	PAUL DEGRASSI	\$45.00		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		201450-001	Refund final balance no forwarding address	08/31/2018	Refund			

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From Payment Date: 9/11/2018 - To Payment Date: 9/24/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18203	09/11/2018	Open			Utility Management Refund	POREMBA, SCOTT	\$64.13		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		200888-001	Refund final balance no forwarding address	08/31/2018	Refund			
18204	09/11/2018	Open			Utility Management Refund	RICHARD LOEFFLER	\$34.97		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Senior		108458-001	Refund final balance no forwarding address	08/31/2018	Refund			
18205	09/11/2018	Open			Utility Management Refund	TIMOTHY GROCHOCINSKI	\$4.04		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		141182-004	Refund final balance no forwarding address	08/31/2018	Refund			
18206	09/24/2018	Open			Accounts Payable	5th Avenue Construction	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2017-00000572		09/13/2018	refund clean up deposit - 12857 Dunmoor Dr		\$1,000.00			
18207	09/24/2018	Open			Accounts Payable	Airy's Inc	\$8,619.63		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	22626		08/31/2018	Chestnut Crossing l/s repair		\$8,619.63			
18208	09/24/2018	Open			Accounts Payable	Amalgamated Bank of Chicago	\$1,425.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	18-09-01 4009		09/01/2018	Series 2012C bond fees #4009		\$475.00			
	18-09-01 7002		09/01/2018	Series 2014A bond fees		\$475.00			
	18-09-01 8001		09/01/2018	Series 2014B bond fees		\$475.00			
18209	09/24/2018	Open			Accounts Payable	Arthur Peterson, Inc.	\$3.25		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2478		08/31/2018	sprinkler parts		\$2.25			
	2380		05/23/2018	bolts		\$1.00			
18210	09/24/2018	Open			Accounts Payable	AT&T	\$145.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	18-09-9005		09/02/2018	126379005 - metra station internet		\$80.49			
	18-08-1261		08/31/2018	142021261 - Village Hall internet		\$65.46			
18211	09/24/2018	Open			Accounts Payable	Avalon Petroleum Company	\$5,337.31		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	463585		08/28/2018	1996 gallons regular		\$5,337.31			
18212	09/24/2018	Open			Accounts Payable	Beechen & Dill Homes Inc	\$6,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2017-00001114		09/14/2018	refund clean up deposit - 13438 Adeline Ct		\$1,000.00			
	2017-00001114(L)		09/14/2018	refund Landscape bond - 13438 Adeline Ct		\$5,000.00			
18213	09/24/2018	Open			Accounts Payable	Business Districts Inc	\$225.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2519		09/06/2018	Aug 2018 Downtown marketing		\$225.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18214	09/24/2018	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,500.00		
	Invoice		Date	Description		Amount			
	18-09-04		09/04/2018	Aug 2018 legal		\$2,500.00			
18215	09/24/2018	Open			Accounts Payable	Castletown Homes, Inc.	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000825		09/13/2018	refund clean up deposit - 1000 Singer Ave		\$1,000.00			
18216	09/24/2018	Open			Accounts Payable	Cintas Corporation	\$88.98		
	Invoice		Date	Description		Amount			
	23K141523		09/06/2018	Village Hall carpet mats		\$88.98			
18217	09/24/2018	Open			Accounts Payable	Cleaning Specialist Inc	\$250.00		
	Invoice		Date	Description		Amount			
	2506		09/05/2018	8/30/18 service		\$250.00			
18218	09/24/2018	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	OCT_2018		09/04/2018	security camera maintenance		\$2,430.00			
18219	09/24/2018	Open			Accounts Payable	ComEd	\$560.31		
	Invoice		Date	Description		Amount			
	18-08-3016 (2)		08/31/2018	9338003016 - street lights - houston 1N schultz		\$25.96			
	18-08-7033 (2)		08/30/2018	2213017033 - Main St lift station - bell rd, main st		\$105.54			
	18-08-2063 (2)		08/30/2018	1443022063 - street lights - KA Steel path		\$33.71			
	18-08-0155 (2)		08/31/2018	1515080155 - street lights - 451 Talcott		\$18.38			
	18-08-3015 (2)		08/30/2018	0432203015 - street lights - 44 Stephen St		\$54.49			
	18-08-9011		08/29/2018	6534089011 - street lights - 411 Singer Ave Rear		\$242.72			
	18-08-4009 (2)		08/31/2018	0348764009 - street lights - 47 Stevens St		\$56.08			
	18-09-4054		09/12/2018	4161134054 - street lights - 0 12701 TRE, 171 LEMONT		\$23.43			
18220	09/24/2018	Open			Accounts Payable	Construction Management dba Briggs	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000286		09/13/2018	refund clean up deposit - 15900 127th St		\$1,000.00			
18221	09/24/2018	Open			Accounts Payable	Cross Points Sales, Inc.	\$254.00		
	Invoice		Date	Description		Amount			
	S993045		08/20/2018	parking garage elevator repair		\$254.00			
18222	09/24/2018	Open			Accounts Payable	ecology + vision, llc	\$1,273.21		
	Invoice		Date	Description		Amount			
	817		08/31/2018	review		\$150.00			
	818		08/31/2018	review		\$75.00			
	819		08/31/2018	site inspection		\$722.23			
	820		08/31/2018	site inspection		\$325.98			
18223	09/24/2018	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$840.00		
	Invoice		Date	Description		Amount			
	2018179		09/13/2018	I.T. Support		\$840.00			
18224	09/24/2018	Open			Accounts Payable	Hoppy's Landscaping, Inc.	\$7,300.00		
	Invoice		Date	Description		Amount			
	6813-130		08/31/2018	War Memorial plantings		\$7,300.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18225	09/24/2018	Open			Accounts Payable	Hy-Test Safety Shoe Service	\$1,058.92		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	I100-1038512		07/27/2018		safety shoes		\$1,522.89		
	I100-1039229		08/29/2018		CM for I100-1038512		(\$577.96)		
	I100-1038793		07/31/2018		safety shoes		\$113.99		
18226	09/24/2018	Open			Accounts Payable	M/I Homes of Chicago	\$8,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2017-00001184		09/14/2018		refund clean up deposit - 13750 Buchanan Dr		\$1,000.00		
	2017-00001184(L)		09/14/2018		refund clean up deposit - 13750 Buchanan Dr		\$5,000.00		
	2018-00000209		09/13/2018		refund clean up deposit - 13849 Anne Dr		\$1,000.00		
	2018-00000251		09/12/2018		refund clean up deposit - 13825 Anne Dr		\$1,000.00		
18227	09/24/2018	Open			Accounts Payable	Metropolitan Industries Inc	\$1,030.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0000338355		08/31/2018		Smith Farms l/s repair		\$1,000.00		
	0000337910		08/24/2018		data connection fee		\$30.00		
18228	09/24/2018	Open			Accounts Payable	Morris Engineering, Inc.	\$5,490.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-07037		09/05/2018		Aug 2018 reviews		\$5,490.00		
18229	09/24/2018	Open			Accounts Payable	Motorola Solutions - Starcom21 Network	\$1,900.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	345641312018		09/01/2018		7120AA1 - 9/1/2018-8/31/2019		\$1,900.00		
18230	09/24/2018	Open			Accounts Payable	Municipal Code Corporation	\$800.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	00316147		09/06/2018		Annual online code hosting fee 9/1/18-8/31/19		\$800.00		
18231	09/24/2018	Open			Accounts Payable	NiCor Gas	\$389.05		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18/09-0043 0		09/10/2018		69-22-85-0043 0 ruffled fthrs l/s		\$99.88		
	18/09-8700 1		09/04/2018		93-56-54-8700 1 smith farms l/s		\$28.40		
	18/08-9378 5 (2)		08/31/2018		25-59-90-9378 5 well #6		\$28.38		
	18/09-9589 2		09/05/2018		37-62-87-9589 2 target-kohls l/s		\$29.02		
	18/09-2000 4		09/04/2018		04-46-52-2000 4 well #4		\$28.38		
	18/09-2000 8		09/04/2018		37-54-52-2000 8 well #3		\$28.40		
	18/08-2000 6 (2)		08/31/2018		69-98-10-2000 6 oak tree ln l/s		\$26.88		
	18/09-2000 8 (2)		09/04/2018		74-12-00-2000 8 harpers grove l/s		\$29.50		
	18/09-4722 3		09/04/2018		91-25-56-4722 3 eagle ridge l/s		\$28.40		
	18/09-1000 5		09/10/2018		84-38-99-1000 5 chestnut crossing l/s		\$28.41		
	18/09-20008		09/10/2018		85-71-20-20008 keepataw trails l/s		\$33.40		
18232	09/24/2018	Open			Accounts Payable	Novotny Engineering	\$8,634.75		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	14470-11		08/14/2018		Donegal PUD		\$984.00		
	16187-9		08/14/2018		Timberline Knolls West - Case 2012-02		\$82.00		
	16344-7		08/14/2018		Hartz Construction		\$2,588.00		
	17185-12		08/14/2018		Derby Pines Subd		\$1,084.00		
	17192-7		08/14/2018		Mayfair Park Dev		\$304.00		
	17273-7		08/14/2018		St Cyril's Rectory exp		\$424.00		
	18025-4		08/14/2018		Willow Pointe Duplexes		\$902.00		

Payment Register

From Payment Date: 9/11/2018 - To Payment Date: 9/24/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	18136-4		08/14/2018		Lemont IV Trucking		\$492.00		
	18204-1		08/14/2018		12400 Archer Parking Lot		\$918.00		
	18302-1		08/14/2018		Covington Knolls 8		\$328.00		
	18257-2		08/14/2018		SE Corner Archer Ave & State St		\$364.75		
	18259-2		08/14/2018		LWC Parking Lot Resurfacing		\$164.00		
18233	09/24/2018	Open			Accounts Payable	Office Depot		\$110.74	
	Invoice		Date	Description		Amount			
	199171896001		09/06/2018	supplies		\$110.74			
18234	09/24/2018	Open			Accounts Payable	Orange Crush, LLC		\$155.48	
	Invoice		Date	Description		Amount			
	58989		08/07/2018	blacktop		\$155.48			
18235	09/24/2018	Open			Accounts Payable	Petroleum Technologies Equipment, Inc.		\$626.88	
	Invoice		Date	Description		Amount			
	20090		09/14/2018	fuel pump wiring repair		\$626.88			
18236	09/24/2018	Open			Accounts Payable	Poellot, Joshua, J		\$300.00	
	Invoice		Date	Description		Amount			
	91018		09/10/2018	Aug 2018 TV/AV support		\$300.00			
18237	09/24/2018	Open			Accounts Payable	Porter Lee Corp		\$295.51	
	Invoice		Date	Description		Amount			
	21186		09/11/2018	labels and ribbons for desktop printers		\$295.51			
18238	09/24/2018	Open			Accounts Payable	R.C. Wegman Construction Company		\$120,600.00	
	Invoice		Date	Description		Amount			
	DA17015A&B#2		09/10/2018	Metra Station and Shelter		\$120,600.00			
18239	09/24/2018	Open			Accounts Payable	Radar Man Inc		\$1,461.50	
	Invoice		Date	Description		Amount			
	3987		09/04/2018	radar gun maintenance		\$1,140.00			
	3991		09/07/2018	repair		\$321.50			
18240	09/24/2018	Open			Accounts Payable	Rag's Electric		\$3,353.99	
	Invoice		Date	Description		Amount			
	21899		08/30/2018	street light repairs Overton and Covington		\$2,353.99			
	4827-1808		08/31/2018	18GM street light maintenance		\$1,000.00			
18241	09/24/2018	Open			Accounts Payable	Shaw Media		\$78.06	
	Invoice		Date	Description		Amount			
	081810074590		08/31/2018	legal notice - amendment rules		\$78.06			
18242	09/24/2018	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.		\$1,000.00	
	Invoice		Date	Description		Amount			
	104587		08/31/2018	Aug 2018 adjudication		\$1,000.00			
18243	09/24/2018	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.		\$9,747.26	
	Invoice		Date	Description		Amount			
	201808		09/01/2018	Aug 2018 reviews and inspections		\$9,747.26			
18244	09/24/2018	Open			Accounts Payable	Uline, Inc.		\$53.22	
	Invoice		Date	Description		Amount			
	101137265		09/11/2018	supplies		\$53.22			

Payment Register

From Payment Date: 9/11/2018 - To Payment Date: 9/24/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
18245	09/24/2018	Open			Accounts Payable	Verizon Wireless	\$44.43		
	Invoice		Date	Description		Amount			
	9813967277		09/03/2018	685282853-00001		\$44.43			
18246	09/24/2018	Open			Accounts Payable	Wilson Paving & Sealcoat Company	\$2,950.00		
	Invoice		Date	Description		Amount			
	18-9-13		09/18/2018	Megan Ln water leak repair		\$2,950.00			
18247	09/24/2018	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	18-09-07		09/07/2018	381807689 B Vaitiekus		\$30.00			
18248	09/24/2018	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	18-09-07		09/07/2018	381807689 - B Vaitiekus		\$30.00			
18249	09/24/2018	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	18-09-07		09/07/2018	381807689 - B Vaitiekus		\$5.00			
18250	09/24/2018	Open			Accounts Payable	Dynamic Industries	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000398		09/12/2018	refund clean up deposit - 12831 Collina Ln		\$1,000.00			
18251	09/24/2018	Open			Accounts Payable	Gardner, Patrick	\$1,500.00		
	Invoice		Date	Description		Amount			
	2016-00000986		09/11/2018	refund Clean Up deposit, Temp Occ bond - 16616 Pasture Dr		\$1,500.00			
18252	09/24/2018	Open			Accounts Payable	Lithuanian World Center	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000609		09/14/2018	refund clean up deposit - 14911 127th St		\$1,000.00			
18253	09/24/2018	Open			Accounts Payable	Morgan Builders LLC	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000046		09/13/2018	refund clean up deposit - 332 E Logan St		\$1,000.00			
18254	09/24/2018	Open			Accounts Payable	Slosar, Elliot	\$309.39		
	Invoice		Date	Description		Amount			
	18-09-17		09/17/2018	refund remaining escrow		\$309.39			
18255	09/24/2018	Open			Accounts Payable	Tri-Taylor Uniforms, Inc.	\$190.00		
	Invoice		Date	Description		Amount			
	1260		09/07/2018	vest carrier w embroidery - RR		\$190.00			
Type Check Totals:									
							62 Transactions	\$215,216.10	
<u>EFT</u>									
402	09/24/2018	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	18-09-17		09/17/2018	Oct 2018 payment		\$1,147.49			
403	09/24/2018	Open			Accounts Payable	Tate, Jamie, M	\$1,287.00		
	Invoice		Date	Description		Amount			
	18-19		09/18/2018	09/03/18-09/16/18 planning services		\$1,287.00			
Type EFT Totals:									
							2 Transactions	\$2,434.49	
FM-Clearing - Accounts Payable Totals									
			Checks	Status	Count	Transaction Amount	Reconciled Amount		

Payment Register

From Payment Date: 9/11/2018 - To Payment Date: 9/24/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		62	\$215,216.10	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		62	\$215,216.10	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		2	\$2,434.49	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		2	\$2,434.49	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		64	\$217,650.59	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		64	\$217,650.59	\$0.00
Grand Totals:									
					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		62	\$215,216.10	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		62	\$215,216.10	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		2	\$2,434.49	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		2	\$2,434.49	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		64	\$217,650.59	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		64	\$217,650.59	\$0.00

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Discussion of Safety Village IGA and Lease Assignment with the Lemont Park District
DATE: September 14, 2018

SUMMARY

Presented for approval is the Safety Village co-lease assignment to the Lemont Park District and the intergovernmental agreement (IGA) between the Village and Park District outlining obligations and responsibilities between the two parties during the term of the co-lease arrangement. The Lemont Park District will utilize the Safety Village facility for programming while continuing to provide for space for various community events and meeting space the Village needs. The partnership with the Park District reduces operational, capital and administrative costs to the Village while enhancing the facility for the community's use, including the provision of a public bathroom and drinking fountain. The partnership also allows for greater utilization of the facility, which has been underutilized during the last several years.

BACKGROUND

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

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

Since the disbanding of the Safety Village Commission in the early 2010s, the full utilization, operation and maintenance obligations reverted completely to the Village of Lemont. Over these years the Village continued to allow utilization of the facility for community organizations and events. In 2017 the Village renewed its lease of the Safety

Village site from MWRD for an additional term of 39 years. The facility continues to be rented out by the Village to community groups to use for various meetings and events.

Since the facility is not being utilized to its full extent and the Village continues to expend funds maintaining it, the Village has been desirous of finding a partner to utilize the space. Strict regulations from the MWRD prohibit the Village from renting it out to a for-profit entity, as a result the likely partner will need to be a tax-exempt agency or taxing body.

At the February Committee of the Whole meeting the Village Board heard a presentation from the Lemont Park District Board President on a partnership opportunity with the Lemont Park District to utilize the Safety Village for programming, and a partnership with the LPD's Special Recreation Association SEASPAR. The partnership would include significant investment into the facility including an outdoor bathroom and drinking fountain that can be used by trail users. At that meeting the Village Board was amenable to moving forward with a partnership with the Lemont Park District to co-lease Safety Village from the MWRD.

Since the meeting, Village and staff has been working together with MWRD staff to codify this new partnership. To meet MWRD policy, the Village will have to agree to assign half its lease to the Park District. MWRD is expected to act on that request at their September 20th Board Meeting. The Village and Park District have also been working on an Intergovernmental Agreement between the two parties that will codify the relationship and related business points for the building.

At the July Committee of the Whole, the Village Board discussed a desire to have a longer-term partnership with the Lemont Park District which would require the Lemont Park District to take over scheduling responsibilities for the facility, to hold required additional insurance being required by MWRD and be responsible for the maintenance responsibilities for the facility going forward. At the September Committee of the Whole, the board discussed the final discussion item which includes larger capital expenditures. The two parties have agreed to split the costs of longer term capital improvements based on percentage utilization of the facility. It is estimated the Village could still utilize the facility 5-10% of the time, of which the Village would be responsible for that percentage of the larger capital improvements.

Attached to this memo is the resolution authorizing the co-lease agreement (which has already been acted upon by MWRD at its September meeting) along with a resolution authorizing an intergovernmental agreement and detail of improvements proposed for the building.



BOARD ACTION REQUESTED

Motion to approve resolutions.

ATTACHMENTS

- Resolution authorizing co-lease agreement and agreement
- Resolution authorizing IGA with Lemont Park District for Utilization of Safety Village.
- Exhibit of proposed improvements to facility



Resolution No. _____

A Resolution Approving the Execution of a Consent to Assignment of Lease Agreement by and Between the Metropolitan Water Reclamation District of Greater Chicago, Lemont Park District and Village of Lemont

WHEREAS, the Village of Lemont (“Village”) currently leases certain real property located at 55 Stephen Street, Lemont, Illinois (“Property”), from the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) pursuant to that certain lease agreement entered into by the Village and MWRD on April 20, 2017 (MWRD Lease), and said Property is currently improved with, among other things, the Safety Village of Lemont; and

WHEREAS, the Village and MWRD have agreed to amend the Lease to add the Lemont Park District (“Park District”) as a co-lessee to said Lease, thereby granting the Park District access to and use of the Property on and subject to the same terms and conditions as the Village; and

WHEREAS, the Lease Agreement requires MWRD’s prior written consent before any assignment of said Lease, and MWRD is willing to consent to said assignment, subject to certain terms and conditions as more fully set forth in the Consent to Assignment of Lease Agreement (“Consent to Assignment”), a copy of which is attached hereto as Exhibit A, and all as authorized by formal action of MWRD’s Board of Commissioners on September 20, 2018; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to enter into the Consent to Assignment attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS as follows:

Section One: The Consent to Assignment attached hereto as Exhibit A is hereby approved.

Section Two: The Mayor, Village Clerk, and/or Village Administrator are authorized to execute and attest to the Agreement, and to make minor changes to the document prior to execution that 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 24th day of September, 2018.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

Consent to Assignment of Lease Agreement

**THE VILLAGE OF
LEMONT; LEMONT
PARK DISTRICT;
MCP 23.11; L-228;
18-MM-015**

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This consent ("Consent") is entered into this 20th day of September, 2018, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter referred to as "District"), the VILLAGE OF LEMONT, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Village"), and LEMONT PARK DISTRICT, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter referred to as "Park District").

WITNESSETH:

WHEREAS, the District entered into that certain Lease Agreement dated April 20, 2017, ("Lease") with the Village for a 39-year term commencing June 1, 2017 and expiring May 31, 2056, on 0.97 acres of District real estate located at 75 Stephen Street in Lemont, Illinois, known as Main Channel Parcel 23.11, for the purposes of using the existing building and facilities known as the "Lemont Safety Village" as a visitor center promoting the I & M Canal Trails and the Heritage Quarry Recreational Area, and for certain Lemont community meetings and events, and to continue to operate, maintain, and remove a parking lot in connection with these meetings and events and for no other purpose whatsoever;

WHEREAS, paragraph 7.06 of the Lease requires the District's prior written consent to any assignment of the Lease;

WHEREAS, the Village has requested the District's consent to assign the Lease from the Village to the Village and Park District as co-tenants;

WHEREAS, the Village and Park District intend to continue using the site for the same public purposes provided in the Lease; and

WHEREAS, the District is willing to consent to the assignment of the Lease, subject to certain terms and conditions as more fully set forth herein, all as authorized by order of its Board of Commissioners on September 20, 2018, a copy of which is attached hereto as Exhibit A and incorporated herein.

NOW, THEREFORE, in consideration of payment of TEN and NO/100 DOLLARS (\$10.00), the mutual covenants and agreements of the Village, the Park District, and the District, and other good and valuable consideration, receipt of which is hereby acknowledged, the District consents to the assignment of the Lease from the Village to the Village and Park District as co-tenants, upon the following terms and conditions:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.
2. The District hereby consents to an assignment of the Lease from the Village to the Village and Park District as co-tenants.
3. The Village and Park District as co-tenants hereby jointly and severally assume all liability for the Village's obligations and responsibilities under the Lease effective as of the date of this Consent.
4. This Consent shall not subordinate, reduce, diminish, discharge or amend the District's rights and remedies against the Village and/or the Park District under the Lease, including, but not limited to, the District's right to hold these entities jointly and severally liable to the District for any nonpayment, or insufficient payment, of the annual fee as is required to be paid under the Lease.
5. Any notice to be given under the Lease with respect to the Park District on and after the date of this Consent shall be directed and made pursuant to the provisions of the Lease to:

Louise Egofske, Executive Director
Lemont Park District
16028 127th Street
Lemont, IL 60439
Phone: (630) 257-6787
Email: legofske@lemontparks.org

Notice to the District or the Village shall be in accordance with Paragraph 7.01 of the Lease.

6. This Consent may be executed by one or more parties hereto in any number of separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date and year first written above.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO,

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

By: _____
Jacqueline Torres, Clerk

VILLAGE OF LEMONT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

LEMONT PARK DISTRICT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, _____ (Name), a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (Name), personally known to me to be the _____ (Title) of the VILLAGE OF LEMONT, a municipal corporation organized and existing under the laws of the State of Illinois, and _____ (Name), personally known to me to be the _____ (Title) of said Village, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such representatives of said Village, duly executed said instrument on behalf of said Village and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said Village, as their free and voluntary act and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2018

Notary Public

My Commission expires:

STATE OF)
) SS
COUNTY OF COOK)

I, _____ (Name), a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
_____ (Name), personally known to me to be the
_____ (Title) of the LEMONT PARK DISTRICT, a body corporate
and politic, and _____ (Name), personally known to me to
be the _____ (Title) of said park district, are the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such representatives of said park district duly executed said
instrument on behalf of said park district pursuant to authority given by the corporate authority
of said park district, as their free and voluntary act and as the free and voluntary act and deed
of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2018

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Acting Executive Director

RECEIVED:

Fee_____

Insurance_____

Bond_____

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Discussion of Safety Village IGA and Lease Assignment with the Lemont Park District
DATE: September 14, 2018

SUMMARY

Presented for approval is the Safety Village co-lease assignment to the Lemont Park District and the intergovernmental agreement (IGA) between the Village and Park District outlining obligations and responsibilities between the two parties during the term of the co-lease arrangement. The Lemont Park District will utilize the Safety Village facility for programming while continuing to provide for space for various community events and meeting space the Village needs. The partnership with the Park District reduces operational, capital and administrative costs to the Village while enhancing the facility for the community's use, including the provision of a public bathroom and drinking fountain. The partnership also allows for greater utilization of the facility, which has been underutilized during the last several years.

BACKGROUND

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

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

Since the disbanding of the Safety Village Commission in the early 2010s, the full utilization, operation and maintenance obligations reverted completely to the Village of Lemont. Over these years the Village continued to allow utilization of the facility for community organizations and events. In 2017 the Village renewed its lease of the Safety

Village site from MWRD for an additional term of 39 years. The facility continues to be rented out by the Village to community groups to use for various meetings and events.

Since the facility is not being utilized to its full extent and the Village continues to expend funds maintaining it, the Village has been desirous of finding a partner to utilize the space. Strict regulations from the MWRD prohibit the Village from renting it out to a for-profit entity, as a result the likely partner will need to be a tax-exempt agency or taxing body.

At the February Committee of the Whole meeting the Village Board heard a presentation from the Lemont Park District Board President on a partnership opportunity with the Lemont Park District to utilize the Safety Village for programming, and a partnership with the LPD's Special Recreation Association SEASPAR. The partnership would include significant investment into the facility including an outdoor bathroom and drinking fountain that can be used by trail users. At that meeting the Village Board was amenable to moving forward with a partnership with the Lemont Park District to co-lease Safety Village from the MWRD.

Since the meeting, Village and staff has been working together with MWRD staff to codify this new partnership. To meet MWRD policy, the Village will have to agree to assign half its lease to the Park District. MWRD is expected to act on that request at their September 20th Board Meeting. The Village and Park District have also been working on an Intergovernmental Agreement between the two parties that will codify the relationship and related business points for the building.

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BOARD ACTION REQUESTED

Motion to approve resolutions.

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WHEREAS, the Village and MWRD have agreed to amend the Lease to add the Lemont Park District (“Park District”) as a co-lessee to said Lease, thereby granting the Park District access to and use of the Property on and subject to the same terms and conditions as the Village; and

WHEREAS, the Lease Agreement requires MWRD’s prior written consent before any assignment of said Lease, and MWRD is willing to consent to said assignment, subject to certain terms and conditions as more fully set forth in the Consent to Assignment of Lease Agreement (“Consent to Assignment”), a copy of which is attached hereto as Exhibit A, and all as authorized by formal action of MWRD’s Board of Commissioners on September 20, 2018; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to enter into the Consent to Assignment attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS as follows:

Section One: The Consent to Assignment attached hereto as Exhibit A is hereby approved.

Section Two: The Mayor, Village Clerk, and/or Village Administrator are authorized to execute and attest to the Agreement, and to make minor changes to the document prior to execution that 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 24th day of September, 2018.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

Consent to Assignment of Lease Agreement

**THE VILLAGE OF
LEMONT; LEMONT
PARK DISTRICT;
MCP 23.11; L-228;
18-MM-015**

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT

This consent ("Consent") is entered into this 20th day of September, 2018, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter referred to as "District"), the VILLAGE OF LEMONT, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as "Village"), and LEMONT PARK DISTRICT, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter referred to as "Park District").

WITNESSETH:

WHEREAS, the District entered into that certain Lease Agreement dated April 20, 2017, ("Lease") with the Village for a 39-year term commencing June 1, 2017 and expiring May 31, 2056, on 0.97 acres of District real estate located at 75 Stephen Street in Lemont, Illinois, known as Main Channel Parcel 23.11, for the purposes of using the existing building and facilities known as the "Lemont Safety Village" as a visitor center promoting the I & M Canal Trails and the Heritage Quarry Recreational Area, and for certain Lemont community meetings and events, and to continue to operate, maintain, and remove a parking lot in connection with these meetings and events and for no other purpose whatsoever;

WHEREAS, paragraph 7.06 of the Lease requires the District's prior written consent to any assignment of the Lease;

WHEREAS, the Village has requested the District's consent to assign the Lease from the Village to the Village and Park District as co-tenants;

WHEREAS, the Village and Park District intend to continue using the site for the same public purposes provided in the Lease; and

WHEREAS, the District is willing to consent to the assignment of the Lease, subject to certain terms and conditions as more fully set forth herein, all as authorized by order of its Board of Commissioners on September 20, 2018, a copy of which is attached hereto as Exhibit A and incorporated herein.

NOW, THEREFORE, in consideration of payment of TEN and NO/100 DOLLARS (\$10.00), the mutual covenants and agreements of the Village, the Park District, and the District, and other good and valuable consideration, receipt of which is hereby acknowledged, the District consents to the assignment of the Lease from the Village to the Village and Park District as co-tenants, upon the following terms and conditions:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.
2. The District hereby consents to an assignment of the Lease from the Village to the Village and Park District as co-tenants.
3. The Village and Park District as co-tenants hereby jointly and severally assume all liability for the Village's obligations and responsibilities under the Lease effective as of the date of this Consent.
4. This Consent shall not subordinate, reduce, diminish, discharge or amend the District's rights and remedies against the Village and/or the Park District under the Lease, including, but not limited to, the District's right to hold these entities jointly and severally liable to the District for any nonpayment, or insufficient payment, of the annual fee as is required to be paid under the Lease.
5. Any notice to be given under the Lease with respect to the Park District on and after the date of this Consent shall be directed and made pursuant to the provisions of the Lease to:

Louise Egofske, Executive Director
Lemont Park District
16028 127th Street
Lemont, IL 60439
Phone: (630) 257-6787
Email: legofske@lemontparks.org

Notice to the District or the Village shall be in accordance with Paragraph 7.01 of the Lease.

6. This Consent may be executed by one or more parties hereto in any number of separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the date and year first written above.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO,

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

By: _____
Jacqueline Torres, Clerk

VILLAGE OF LEMONT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

LEMONT PARK DISTRICT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, _____ (Name), a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (Name), personally known to me to be the _____ (Title) of the VILLAGE OF LEMONT, a municipal corporation organized and existing under the laws of the State of Illinois, and _____ (Name), personally known to me to be the _____ (Title) of said Village, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such representatives of said Village, duly executed said instrument on behalf of said Village and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said Village, as their free and voluntary act and as the free and voluntary act and deed of said Village , for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2018

Notary Public

My Commission expires:

STATE OF)
) SS
COUNTY OF COOK)

I, _____ (Name), a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
_____ (Name), personally known to me to be the
_____ (Title) of the LEMONT PARK DISTRICT, a body corporate
and politic, and _____ (Name), personally known to me to
be the _____ (Title) of said park district, are the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such representatives of said park district duly executed said
instrument on behalf of said park district pursuant to authority given by the corporate authority
of said park district, as their free and voluntary act and as the free and voluntary act and deed
of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 2018

Notary Public

My Commission expires:

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Acting Executive Director

RECEIVED:

Fee_____

Insurance_____

Bond_____

Resolution No. _____

A Resolution Approving the Execution of an Intergovernmental Agreement between the Lemont Park District and the Village of Lemont to Facilitate the Co-Lease of Certain Property Owned by the Metropolitan Water Reclamation District of Greater Chicago

WHEREAS, the Village of Lemont (“Village”) currently leases certain real property located at 55 Stephen Street, Lemont, Illinois (“Property”), from the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) pursuant to that certain lease agreement entered into by the Village and MWRD on April 20, 2017 (MWRD Lease), and said Property is currently improved with, among other things, the Safety Village of Lemont; and

WHEREAS, the Village and MWRD have agreed to amend the Lease to add the Lemont Park District (“Park District”) as a co-lessee to said Lease, thereby granting the Park District access to and use of the Property on and subject to the same terms and conditions as the Village; and

WHEREAS, the President and Board of Trustees of the Village desire to enter into an Intergovernmental Agreement with the Park District that outlines the parties respective rights and obligations with respect to the Property, including access to and use of Safety Village, and the responsibility for and allocation of costs related to future improvements to Safety Village (“Agreement”), a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS as follows:

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

Section Two: The Mayor, Village Clerk, and/or Village Administrator are authorized to execute and attest to the Agreement, and to make minor changes to the document prior to execution that 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 24th day of September, 2018.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LEMONT PARK DISTRICT AND THE VILLAGE OF LEMONT**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN LEMONT PARK DISTRICT AND THE VILLAGE OF LEMONT**

This Intergovernmental Agreement (Agreement) made and entered into as of the ____ day of _____, 2018, by and between the **LEMONT PARK DISTRICT** and the **VILLAGE OF LEMONT**.

WHEREAS, the Village of Lemont (the “Village”) and the Lemont Park District (the “Park District”) are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois of 1970 and public agencies as that term is used in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges, or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, for many years, whenever necessary and possible, the Park District and the Village have committed themselves to work cooperatively for the benefit of the taxpayers; and

WHEREAS, the Village and the Park District (collectively the “Parties”) have had a long history of cooperation and believe that further cooperation will result in financial economies and enhanced benefits to their respective constituents; and

WHEREAS, the Parties believe it is in the best interest of both to enter into a Co-Lessee agreement upon the assignment of the lease entered into by the Village with the Metropolitan Water Reclamation District of Greater Chicago on April 20, 2017 (MWRD Lease) which is attached hereto as Exhibit A for the property commonly known as 55 Stephen St., Lemont, Illinois 60439 (the “Property”); and

WHEREAS, the Parties acknowledge that as Co-Lesseees, both the Village and the District will have equal rights under the MWRD Lease for use of the premises subject to the terms agreed to in this Agreement; and

WHEREAS, the best interests of the residents, the Village and the Park District will be enhanced by entering into this Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings each has made herein, the Parties hereby agree as follows:

Section One: The above recitals are hereby incorporated by reference as if set forth verbatim herein into this Agreement.

Section Two: This Agreement shall become effective on the date it is last executed by one of the Parties, each of which is to obtain proper authority from their respective authorizing

bodies to enter into this Agreement. This Agreement may be terminated by mutual agreement of the Parties or may be terminated pursuant to the termination provision(s) as provided for in the MWRD Lease and Co-Lessee Agreement.

Section Three: Upon approval of the Co-Lessee Agreement by MWRD, the Park District shall be responsible for the Property and conduct all daily operations of the Property, as well as all administration and marketing of the Property. The Park District will continue to program space for local groups including Village of Lemont scouting groups and philanthropic or community groups. Further, the Park District through its partnership with SEASPAR, a special recreation association organized under the laws of the State of Illinois, shall be entitled to program space use Monday through Friday, 8:00 am to 4:30 pm in furtherance of the Park District's mission to provide special recreation services.

Section Four: The Park District shall be responsible for the operating costs including custodial, utility, security, and maintenance of the Property. Utilities will be provided through the Village's services or municipal franchise agreements as so provided prior to this Agreement. Further, the Park District will be responsible for the capital improvements identified on Exhibit B. Future long term capital improvements, maintenance, or repairs to the Property including by example HVAC, window/door, or roof replacement which may be necessary for the Property will be evaluated by the Parties every five (5) years starting from the date of this Agreement and the costs thereof will be shared by the Parties based upon each Party's proportional use of the Property which shall not be less than five (5) percent for either Party. The Park District will provide an annual report to the Village outlining the costs expended by the District in the previous year pursuant to this section and identifying those future costs for improvements or repairs for which the Village may be responsible.

Section Five. The Park District and the Village will work together within the first year following the commencement of the Agreement to construct a bathroom accessible from the exterior of the Property on the Property open to the public 7 days a week from dawn to dusk which will include a bike rack and water station/fountain.

Section Six: The Park District shall defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in anywise accrue against the Village, its officials, agents, and employees, arising in whole or in part in consequence of this Agreement, or the Village's role in the Property arising from the use of the Property by the Park District. In the event of litigation, the Village shall tender the defense to the Park District, and the Park District shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents or employees in any such action, the Park District shall, at its own expense, satisfy and discharge the same.

The Village shall defend, indemnify and hold harmless the Park District, its officials, agents and employees against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in anywise accrue against the Park District, its officials, agents, and employees, arising in whole or in part in

consequence of the Village's role in the Property arising from the use of the Property by the Village. In the event of litigation, the Park District shall tender the defense to the Village, and the Village shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Park District, its officials, agents or employees in any such action, the Village shall, at its own expense, satisfy and discharge the same.

Section Seven: The Park District shall carry public liability insurance, insurance specific to the Property, or general comprehensive liability insurance as required by the MWRD lease and the Co-Lessee Agreement. If the pollution insurance certificate provided by the District is not acceptable to MWRD, then the parties agree to share it the cost of such insurance proportionally as described in Section Four above.

Further, the Park District shall include language in its project contracts used for the Property that requires those entities to name the Village, its board members, agents and employees, as additional insureds in relation to the Property for injury or death to any person or persons in the amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 in the aggregate.

Section Eight: The various rights and remedies herein granted to the Park District and the Village shall be cumulative and in addition to any other remedies the Park District and the Village may be entitled to by law, and the exercise of one or more rights or remedies shall not impair the Park District's or the Village's right to exercise any other right or remedy.

Section Nine: If any part of this Agreement is found by any court of competent jurisdiction to be unlawful, unconstitutional or ultra vires, all other parts of the Intergovernmental Agreement shall remain in force.

Section Ten: All notices, demands, or writings in this Intergovernmental Agreement provided to be given, made, or sent by either party hereto to the other shall be in writing and shall be deemed to have been fully given by either: (i) facsimile transmission or via electronic email; (ii) delivering or causing to be hand-delivered a written copy thereof; or (iii) by sending a written copy thereof by depositing the same in the United States mail, certified or registered mail, postage prepaid, return requested, and addressed to the Park District or the Village as follows:

If to Lemont Park District:
Executive Director
Lemont Park District
16028 127th Street
Lemont, Illinois 60439

With a copy to:
Carl R. Buck
Rathbun, Cservenyak & Kozol, LLC
3260 Executive Drive
Joliet, IL 60431

If to the Village of Lemont:
Village Administrator
Village of Lemont
418 Main Street
Lemont, IL 60439
With a copy to:
Andrew S. Paine
Tressler LLP
233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606

Section Eleven: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Intergovernmental Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

Section Twelve: Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the rights, defenses, and immunities provided or available to either party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., with respect to claims by third parties.

LEMONT PARK DISTRICT

By: _____
President

Attest:

Secretary

VILLAGE OF LEMONT

By: _____
Mayor

Attest:

Village Clerk

Signed copies are to be given to each party and filed with each party's legal counsel.

Lemont Park District - Safety Village
Exhibit B
2018 - 2019

The following list of includes repairs and maintenance costs incurred by the Lemont Park District as part of the IGA signed : _____

Capital Investment in 2018/2019	Amount	
Camera and Surveillance/IT	\$ 9,000	
Alarm and Security Key System	\$ 6,000	Goldy Locks
Concrete and Paver Repair	\$ 2,000	Completed
Parking Lot Restriping	\$ 2,000	
Flag Pole Lighting Fixture	\$ 1,500	
Window Chaulking	\$ 200	
Masonry Repair	\$ 9,000	
Replace Applicances (dishwasher and stove)	\$ 1,500	Completed
Painting and Repair	\$ 2,500	Completed
Cabinet Installation	\$ 5,800	
Reconfiguration for Public Bathroom and Drinking Frountain access	To be completed within 1 year ~ \$ 60,000	Plumbing \$16k (Burns), Construction and Electrical and Landscaping \$40k
Total	\$ 99,500	

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Resolution Establishing a Crossing at Walker Road
DATE: September 21, 2018

SUMMARY

Presented for approval is a resolution authorizing the establishment of a railroad crossing at Walker Road. In conjunction with the Forge at Lemont Quarries project, the Village is desirous of a full crossing to be established at Walker Road and the Canadian National railroad tracks. The Village will be requiring the developer to finance engineering and construction related to the crossing, however the Village must be the applicant for the crossing as it will become a public crossing. The Resolution and associated application is the first step in establishing the crossing. After submittal, the Village and the developer expect significant guidance from the Illinois Commerce Commission and/or Canadian National on the crossing and/or closing of other crossings. Once the Village receives this guidance, the discussion will come back to the Village Board for further information on the proposed requirements for the crossing.

BACKGROUND

Lemont Trails Adventure Park (LTAP Acquisition, LLP) has purchased and assembled property within the Heritage Quarry Recreational Area (HQRA) and intends to construct and operate a recreational adventure park, to be known as The Forge at Lemont Quarries. LTAP Acquisition, LLP intends to utilize its own property for construction of buildings, parking areas and major amenities, and license/lease adjacent properties from public entities for additional amenities. LTAP Acquisition, LLP has licensed several acres of land from the Village and Township and is now undergoing design and engineering for the overall project.

One of the major critical path items for the project is the railroad crossing being proposed at Walker Road. Staff and representatives from the developer have had multiple conversations with the ICC and has also had initial feedback from the owner of the tracks, Canadian National. Preliminary feedback from Canadian National and the ICC include the need to close a crossing to add a crossing on the line. Because of the numerous crossings through the downtown, the Holmes Street crossing has been identified as one that could be eliminated to add a crossing at Walker Road. The addition of the Walker Road crossing and closure of the Holmes Street crossing have

been included in a petition to be forwarded to the ICC and Canadian National upon approval from the Village. The application should yield additional feedback from the parties on the overall request including the process necessary to formally close the Holmes Street crossing, should the Walker Road crossing be granted.

BOARD ACTION REQUESTED

Motion to Approve Resolution

ATTACHMENTS

- Resolution
- Application



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE WALKER ROAD CROSSING AND REMOVAL OF THE HOLMES STREET CROSSING

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

WHEREAS, the Village and LTAP Acquisition, LLC (“LTAP”) have engaged in discussions regarding extending a Village roadway known as Walker Road over railroad tracks owned by Illinois Central Railroad Company, (“IC”), and the Village is desirous of doing the same; and

WHEREAS, the Walker Road crossing would consist of an 80-foot-wide highway right-of-way across the tracks to serve a new development and provide additional public access to the I&M and Centennial Trail networks; and

WHEREAS, a petition must be approved by the Illinois Commerce Commission (“ICC”) to provide for the installation of said crossing and the removal of the existing Holmes Street crossing; and

WHEREAS, the attached petition has been reviewed by the Village Attorney and Engineer, who recommend its approval; and

WHEREAS, the Village Board agrees that this improvement is beneficial to the Village and directs staff to move forward with executing said petition;

NOW, THEREFORE, BE IT RESOLVED 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 are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: The Village President, or his designee, is hereby authorized to execute the ICC petition, attached hereto as Exhibit A, seeking the establishment of the Walker Road crossing and closure of the Holmes Street crossing.

SECTION THREE: The Village President, or his designee, Village Administrator, and the Village Attorney are hereby authorized and directed to undertake all steps necessary to effectuate the establishment of the Walker Road crossing and closure of the Holmes Street crossing.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL,
ILLINOIS on this 24th day of September, 2018.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

ICC PETITION

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Village of Lemont, a municipal corporation,
Petitioner,

T18-_____

v.

Illinois Central Railroad Company,
Respondent.

Petition to open a new at-grade railroad crossing at Walker Road and the closure of an existing at-grade crossing at Holmes Street in the Village of Lemont.

PETITION

Now comes the Petitioner, Village of Lemont, a municipal corporation (“Village”), through its attorney, Andrew Paine, Partner – Tressler, LLP, respectfully representing to the Illinois Commerce Commission (“Commission”) as follows:

1. That the Respondent, Illinois Central Railroad Company (“IC”), a wholly and indirectly owned subsidiary of the Canadian National Railway Company (“CN”) in the operation of its Joliet Subdivision railroad facilities, has two main line tracks running in a generally northeasterly direction through the Village, in Lemont Township (“Township”), County of Cook (“Cook County”), State of Illinois. Attached herein as Exhibit 1, is a location map of the Village showing the location of various highway-rail grade crossings of the IC tracks.
2. The Village and one of its residents, LTAP Acquisition, LLC, are desirous of extending a Village roadway known as Walker Road, which lies in the Village and is proposed to extend over the IC tracks, thereby establishing a new highway-rail grade crossing at approximately railroad milepost 23.59 (“Walker Road”). The Walker Road crossing would consist of an 80-foot-wide highway right-of-way across the tracks to serve a new

development and provide additional public access to the I&M and Centennial Trail networks. Attached herein are the following Exhibits:

- a. **Exhibit 2, Plat of Survey** identifying the proposed right-of-way and location of the Walker Road crossing.
- b. **Exhibit 3, Concept Plan for Walker Road Crossing** - street includes one roadway lane each for both northbound and southbound motorists, barrier median, and separate sidewalk and bike paths on the west side of the crossing, all as are shown in additional detail in Exhibit 3. Upon receipt of IC's formal position to the overall project, the Village will submit more detailed plans, including roadway profile, pavement marking, and signing to the IC and Commission Staff for review and approval.
- c. **Exhibit 4, Site Plan for the Forge at Lemont Quarries Adventure Park.**

Exhibit 4 shows the preliminary layout for the planned adventure park to be known as The Forge at Lemont Quarries. It is anticipated that the park will be operated all year, with peak activity periods on weekend summer days. Preliminary estimates call for approximately 400,000 visitors to the site per year, with approximately 90 percent of the guests arriving by car. The designated parking area(s) for the park are currently planned for lots north and south of the railroad tracks adjoining Main Street in Lemont. It is currently presumed that primary parking will be north of the tracks with overflow parking located south of the tracks. Service deliveries, handicapped persons and shuttle vehicles will regularly cross the tracks to a circular drive that is approximately 850 feet in length with no vehicle interaction required (one-way circular drive in to front of facility and then out from the facility to handicapped spaces or exit). Thus between the drive aisle and the parking lot north of the tracks, nearly 500 cars can be accommodated on the site without interference to the intersection. While the summer peak days will have increased traffic on a regular basis, the facility schedules the arrival and activity participation time of its guests so that there will not ordinarily be a heavy arrival concentrated at a specific time other than periodic events, such as races or festivals. Races would likely begin early on weekend mornings and festivals would have a concentrated arrival on weekend and specific weekday evenings. In addition to The Forge, the railroad crossing

and extended Walker Road also leads to land owned by other private citizens and the Village of Lemont.

3. That the Village is the governmental entity with jurisdiction and maintenance responsibilities of Walker Road. With Commission approval of the Walker Road crossing, the Village's jurisdiction and maintenance of Walker Road will extend both north and south of the IC tracks.
4. That by Resolution adopted by the Village Board of Lemont on September 24, 2018], the Village did authorize the establishment of the Walker Road crossing and the removal of the existing Holmes Street highway-rail grade crossing, designated as AAR/DOT #289734C, railroad milepost 24.95. ("Holmes Street"), roughly 1.4 miles west of the proposed Walker Road crossing. The removal of the existing Holmes Street highway-rail grade crossing will be subject to further guidance from the IC and subsequent order on the overall project.
5. The response time for police, fire and rescue services will be significantly enhanced between the police, fire and rescue facilities and the current areas north of the IC tracks by establishing the Walker Road crossing.
6. There will be no deterioration or reduction in police, fire or rescue service to areas north of the IC tracks as a result of closing the Holmes Street crossing.
7. The Walker Road crossing is part of the Village's enhanced transportation plan and creates a vital link to the proposed development north of the IC tracks.
8. That at several telephonic meetings between officials of IC and the Village, it was identified that establishing the Walker Road crossing and the removal of Holmes Street crossing would be beneficial to life, health and safety of the traveling public.
9. With this initial coordination, the IC also provided no objection to the proposed establishment of the Walker Road crossing, if the closure of the Holmes Street crossing is part of the overall project. Additional comments, details, or requirements were not provided by the IC with further coordination efforts by the Village and LTAP Acquisition, LLC.

10. By reason of the volume of proposed vehicular traffic and the nature of the passenger commuter and freight movements, said Walker Road crossing should be equipped with flashing light signals, roadway gates, and pedestrian gates.
11. In providing for the Walker Road crossing and in the interest of constructing said Walker Road crossing as quickly as possible, the Village and LTAP have agreed to assume all costs involved with the construction of the new crossing surface and warning devices of said Walker Road crossing through a combination of local private, and potentially with federal funds available from the US Department of Commerce (to be used for the warning devices).
12. In providing for the Walker Road crossing, the Village agrees to permanently close Holmes Street crossing subject to further guidance from the IC and subsequent order on the overall project

Therefore, Petitioner desires that the Commission set the aforementioned matters for a hearing with notice to the parties and after such hearing enter an Order:

1. That the configuration of the Holmes Street crossing is less desirable than the proposed Walker Road crossing;
2. That the IC shall indicate its position on the project and provide formal comments, cost estimates, and any other requirements it deems necessary for the extension of Walker Road, the Walker Road crossing and/or the Holmes Street crossing;
3. That the IC shall provide right-of-way interests for public highway purposes at the Walker Road crossing in exchange for vacation of the right-of-way at the Holmes Street crossing;
4. That the construction of the Walker Road crossing and the associated extension of Walker Road in the Village is hereby authorized, and all work shall commence, in the spring of 2019 and be completed by spring of 2021;
5. That the Walker Road crossing shall be equipped with automatic flashing light signals, roadway gates, and pedestrian gates to be installed by IC and meet the minimum

requirements of 92 Ill. Adm. Code, Part 1535. The IC shall thereafter shall be responsible for the maintenance of all warning devices at the vehicular crossing and the pedestrian path, and the costs thereof, except that the Village shall be responsible to reimburse the IC for repair of damage to the pedestrian gates, when such damage is other than normal or weather related wear and tear and is caused by an entity or person other than IC.

6. That the IC shall construct and shall thereafter maintain the Walker Road crossing surface to meet the minimum requirements of 92 Ill. Adm. Code, Part 1535;
7. That the Village and LTAP Acquisition, LLC, subject to agreement between the parties, shall pay for the extension of Walker Road and the initial installation of the crossing surface for the Walker Road crossing through a combination of local, federal (if available), and private funds;
8. That the Village may utilize available federal funds from the US Department of Commerce, Economic Development Administration or other funding sources and, pursuant to the agreement of the parties, together with LTAP Acquisition, LLC, shall pay all the costs associated with the installation of automatic flashing light signals, roadway gates, and pedestrian gates at the Walker Road crossing; and
9. Providing for such other and further relief as the Commission may deem appropriate.

Dated at Lemont, Illinois this _____ day of _____, 2018

Village of Lemont

By: _____

John Egofske

Title: Mayor

Attest:

Charlene Smollen

Village of Lemont Clerk

City Resolution Number: _____

Dated: _____

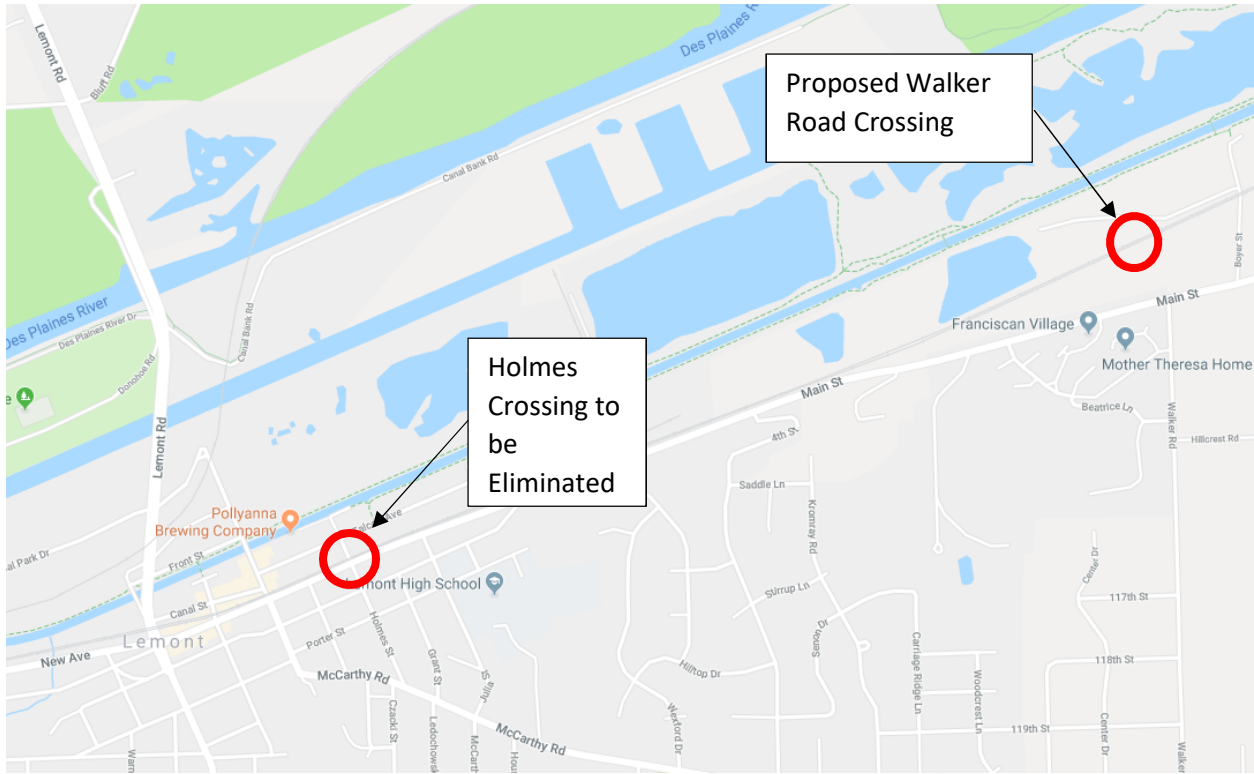


EXHIBIT 1
WALKER ROAD CROSSING
LOCATION MAP

PLAT OF SURVEY

PARCEL 1: LOT "A" EXCEPT THAT PART LYING SOUTHERLY OF A LINE PARALLEL TO AND 200 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF LOT "A" (SAID SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET ROAD), ALSO EXCEPT THAT PART LYING WESTERLY OF THE WESTERLY 550 FEET AS MEASURED ON THE SAID SOUTHERLY LINE OF SAID LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 31 N, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE WESTERLY 100 FEET OF THE EASTERLY 500 FEET OF THE SOUTHERLY 200 FEET OF LOT "A" ALSO SOMETIMES KNOWN AS LOTS 11 AND 12 IN CONSOLIDATION OF LOTS 3 TO 33, INCLUSIVE, AND LOT 35 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WESTERLY 50 FEET OF THE EASTERLY 550 FEET AS MEASURED ON THE SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF CHICAGO AND JOLIET ROAD, OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 9 AND 10, BEING THE WESTERLY 100 FEET OF THE EASTERLY 400 FEET OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE WESTERLY 50 FEET OF THE EASTERLY 150 FEET OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE EASTERLY 100 FEET (MEASURED ON THE SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET RAILROAD) OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: LOTS 1 AND 2 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7: THE WESTERLY 100 FEET OF THE EASTERLY 250 FEET AS MEASURED OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: THE WESTERLY 50 FEET OF THE EASTERLY 300 FEET AS MEASURED ON THE SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF THE CHICAGO JOLIET ROAD, OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 14411-501 MAIN STREET LEMONT, ILLINOIS

AREA PARCEL 1: 168,155± SQUARE FEET, 3.860± ACRES
 AREA PARCEL 2: 10,000± SQUARE FEET, 0.230± ACRES
 AREA PARCEL 3: 20,000± SQUARE FEET, 0.459± ACRES
 AREA PARCEL 4: 10,000± SQUARE FEET, 0.230± ACRES
 AREA PARCEL 5: 20,000± SQUARE FEET, 0.459± ACRES
 AREA PARCEL 6: 24,275± SQUARE FEET, 0.557± ACRES
 AREA PARCEL 7: 20,000± SQUARE FEET, 0.459± ACRES
 AREA PARCEL 8: 10,000± SQUARE FEET, 0.230± ACRES

TOTAL SURVEYED AREA: 282,430± SQUARE FEET, 6.484 ACRES

GENERAL NOTES

- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - ILLINOIS EAST ZONE (NAD83)
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

STATE OF ILLINOIS }
 COUNTY OF DUPAGE } SS

I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HERON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

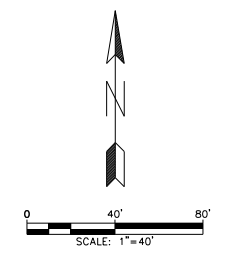
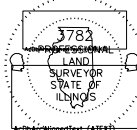
GIVEN UNDER MY HAND AND SEAL THIS 29TH DAY OF NOVEMBER, 2017.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782
 LICENSE EXPIRES NOVEMBER 30, 2018

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186
 LICENSE EXPIRES APRIL 30, 2019

FIELD WORK COMPLETED NOVEMBER 29, 2017

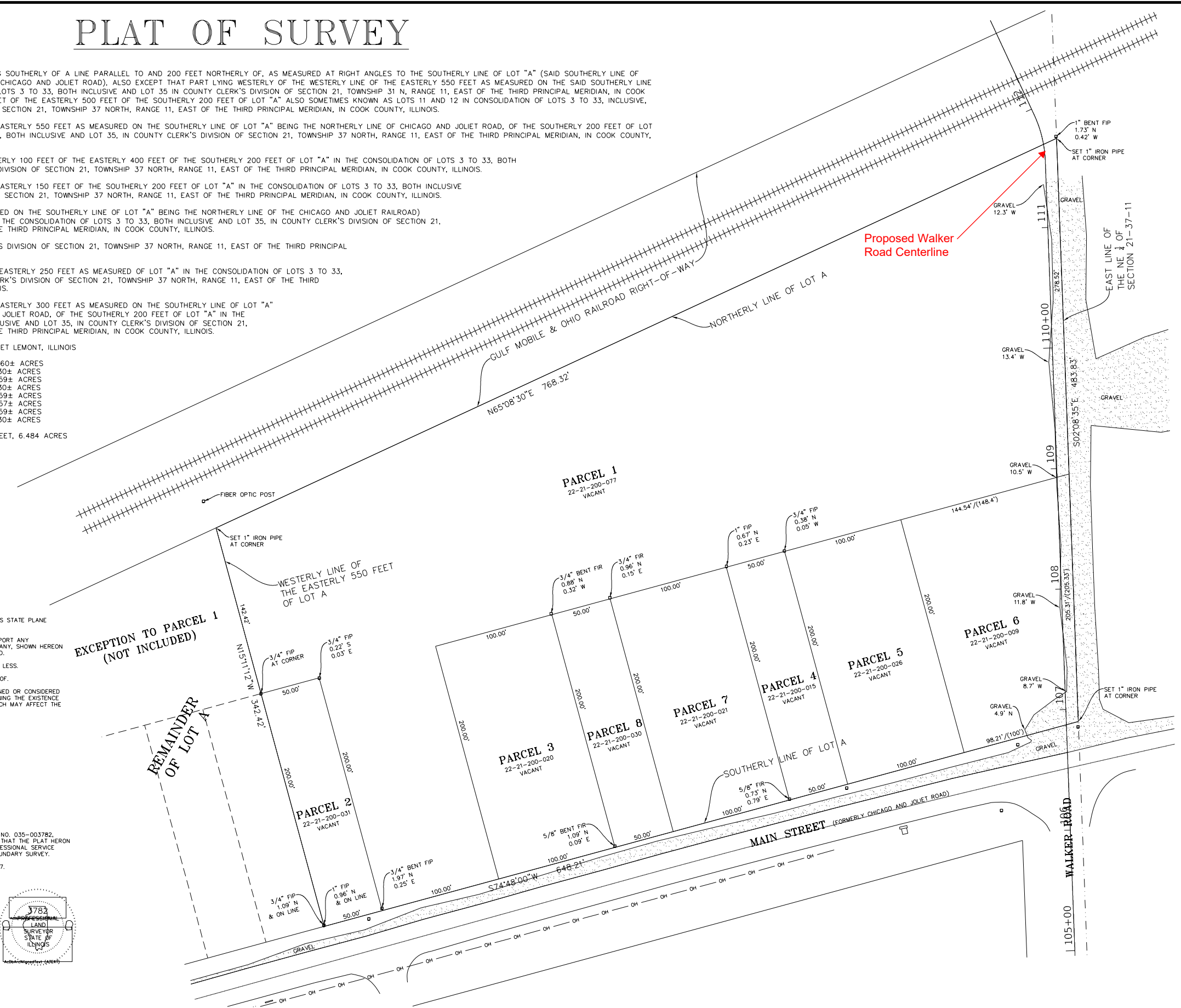


LEGEND

- = EX. PROPERTY LINE
- - - = EX. LOT LINE
- - - - = EX. EASEMENT LINE
- - - - - = EX. BUILDING LINE
- - - - - = EX. CENTER LINE
- = EX. OVERHEAD WIRE
- ||||| = EX. RAIL ROAD TRACK
- +— = EX. CONCRETE CURB & GUTTER
- = FOUND IRON PIPE OR ROD
- = EX. SIGN
- = EX. UTILITY PEDESTAL
- ⊙ = EX. MONITORING WELL

ABBREVIATIONS

A	ARC LENGTH
CH	CHORD
CONC.	CONCRETE
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
N	NORTH
R	RADIUS
R.O.W.	RIGHT OF WAY
S	SOUTH
W	WEST
B.S.L.	BUILDING SETBACK LINE
DOC.	DOCUMENT
(xxx.xx)	RECORD INFORMATION
xxx.xx	MEASURED INFORMATION



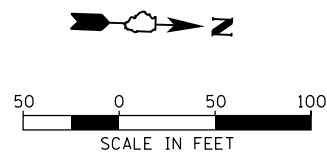
ERA JOB #170911
 PREPARED FOR: LTAP ACQUISITION, LLC

<p>DRAWN BY: CNB/TBM</p> <p>CHECKED BY: TBM</p> <p>APPROVED BY: TBM</p>	<p>ENGINEERING RESOURCE ASSOCIATES</p>	<p>35701 WEST AVENUE, SUITE 150 WARRENVILLE, ILLINOIS 60555 PHONE (630) 393-3060 FAX (630) 393-2152</p>	<p>10 S. RIVERSIDE PLAZA, SUITE 875 CHICAGO, ILLINOIS 60606 PHONE (312) 474-7841 FAX (312) 474-6099</p>	<p>2416 GALEN DRIVE CHAMPAIGN, ILLINOIS 61821 PHONE (217) 351-6268 FAX (217) 355-1902</p>
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EXHIBIT 2

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

Updated by: timartinek 11/29/2017



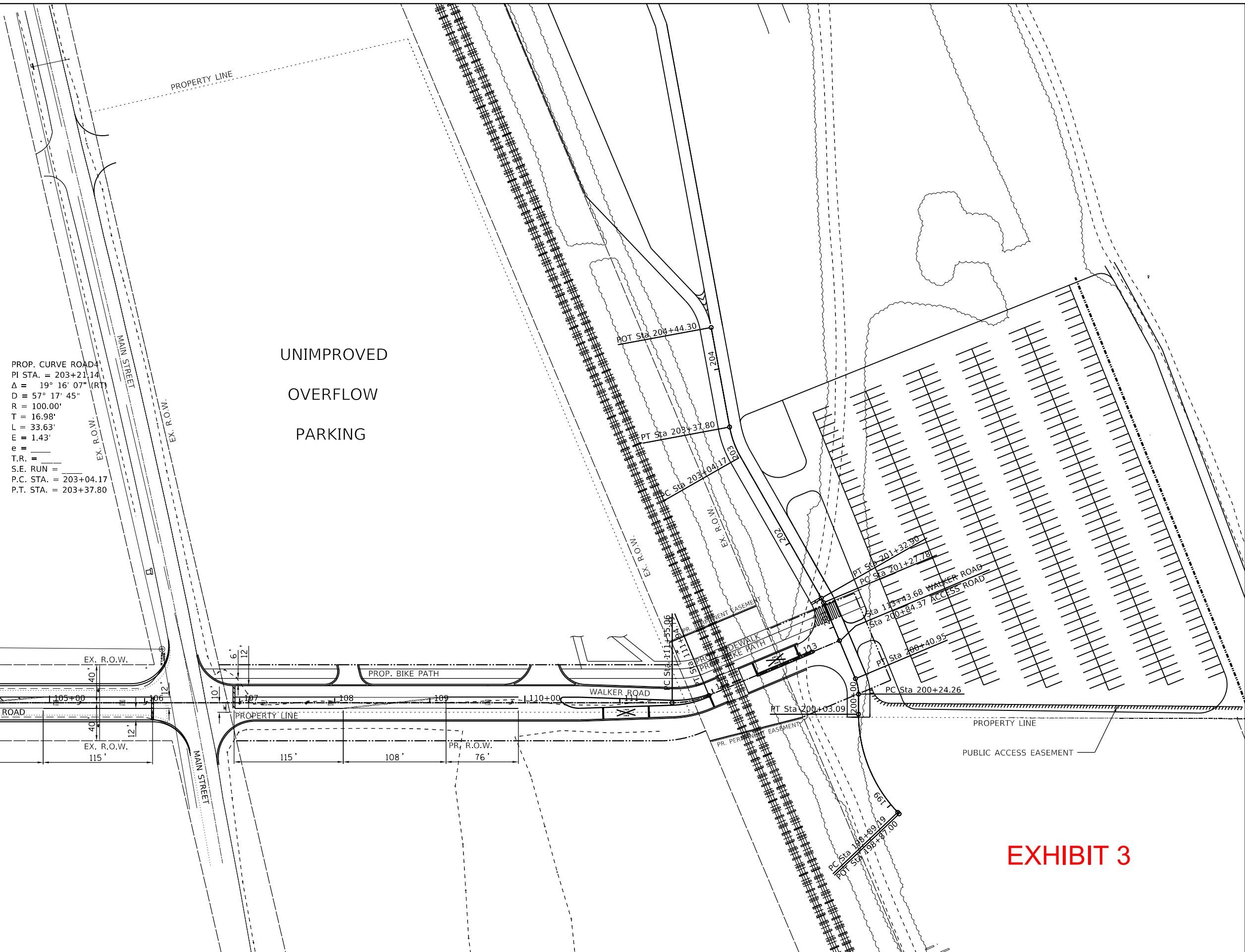
PROP. CURVE WALKER1
 PI STA. = 111+75.19
 $\Delta = 22^\circ 45' 56''$ (LT)
 $D = 57^\circ 17' 45''$
 $R = 100.00'$
 $T = 20.13'$
 $L = 39.73'$
 $E = 2.01'$
 $e =$
 $T.R. =$
 $S.E. RUN =$
 $P.C. STA. = 111+55.06$
 $P.T. STA. = 111+94.79$

PROP. CURVE ROAD1
 PI STA. = 199+49.04
 $\Delta = 43^\circ 30' 23''$ (RT)
 $D = 38^\circ 11' 50''$
 $R = 150.00'$
 $T = 59.85'$
 $L = 113.90'$
 $E = 11.50'$
 $e =$
 $T.R. =$
 $S.E. RUN =$
 $P.C. STA. = 198+89.19$
 $P.T. STA. = 200+03.09$

PROP. CURVE ROAD2
 PI STA. = 200+32.72
 $\Delta = 22^\circ 45' 56''$ (LT)
 $D = 136^\circ 25' 07''$
 $R = 42.00'$
 $T = 8.46'$
 $L = 16.69'$
 $E = 0.84'$
 $e =$
 $T.R. =$
 $S.E. RUN =$
 $P.C. STA. = 200+24.26$
 $P.T. STA. = 200+40.95$

PROP. CURVE ROAD3
 PI STA. = 201+30.34
 $\Delta = 6^\circ 58' 53''$ (LT)
 $D = 136^\circ 25' 07''$
 $R = 42.00'$
 $T = 2.56'$
 $L = 5.12'$
 $E = 0.08'$
 $e =$
 $T.R. =$
 $S.E. RUN =$
 $P.C. STA. = 201+27.78$
 $P.T. STA. = 201+32.90$

PROP. CURVE ROAD4
 PI STA. = 203+21.14
 $\Delta = 19^\circ 16' 07''$ (RT)
 $D = 57^\circ 17' 45''$
 $R = 100.00'$
 $T = 16.98'$
 $L = 33.63'$
 $E = 1.43'$
 $e =$
 $T.R. =$
 $S.E. RUN =$
 $P.C. STA. = 203+04.17$
 $P.T. STA. = 203+37.80$



UNIMPROVED
OVERFLOW
PARKING

EXHIBIT 3

MODEL: Model1
 FILE NAME: I:\2018\18-166-The Forge Lemont\Design\Transportation\CADD\CADD-Drawings\EXHIBIT_4.dwg



USER NAME = MariaA	DESIGNED - BB	REVISED -
PLOT SCALE = 100,0000 / in.	DRAWN - BB	REVISED -
PLOT DATE = 9/19/2018	CHECKED - DL	REVISED -
	DATE - 6/1/2018	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PROPOSED WALKER ROAD EXHIBIT

SCALE: _____ SHEET _____ OF _____ SHEETS STA. _____ TO STA. _____

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO. _____				
ILLINOIS FED. AID PROJECT				

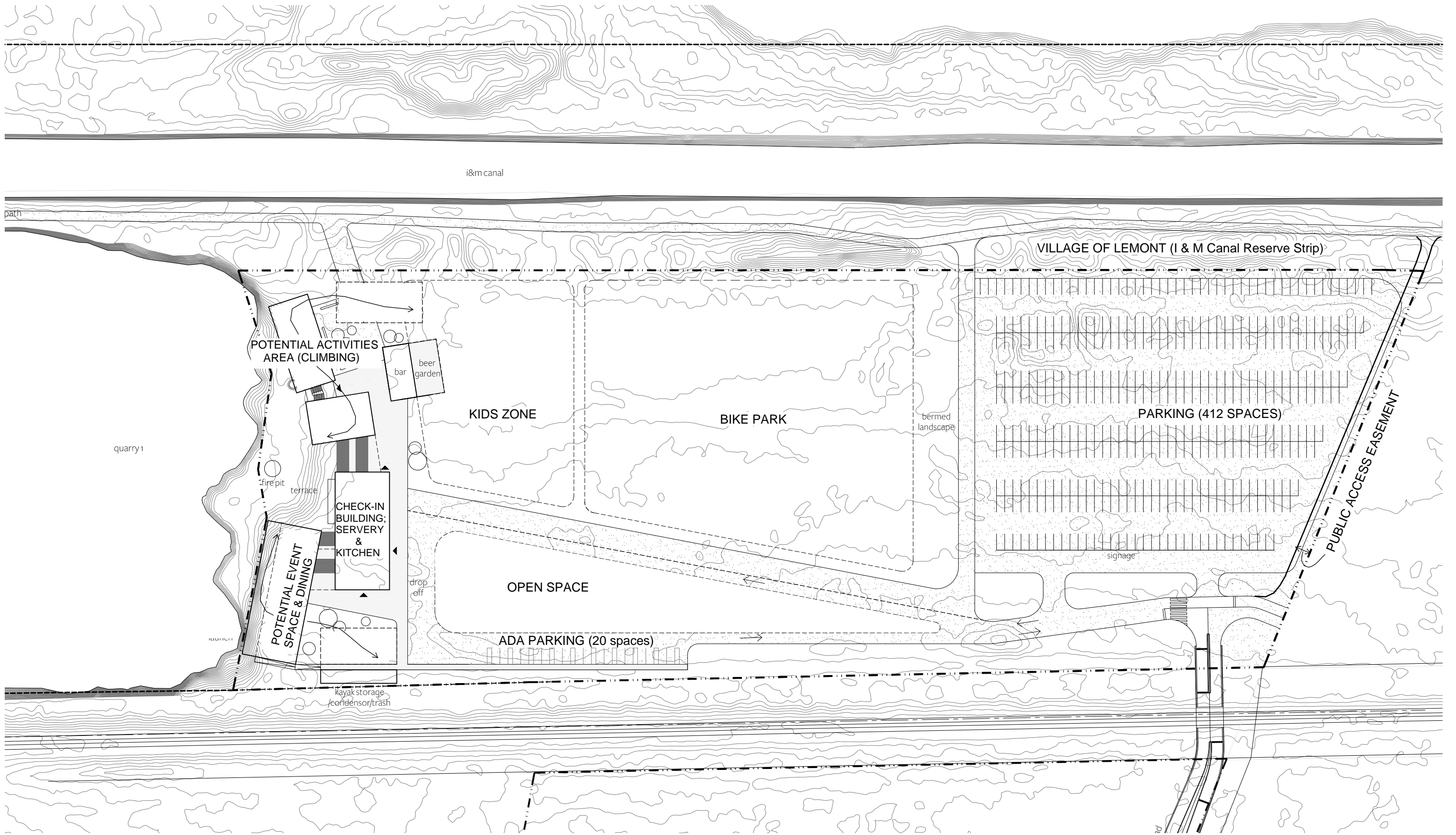


EXHIBIT 4

Site Plan

*Facilities layout will be subject to final design.

RESOLUTION NO. _____

A RESOLUTION REVIEWING THE NEED FOR CONFIDENTIALITY OF CLOSED SESSION MEETINGS

WHEREAS, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires all public bodies to keep written minutes of all of their meetings, whether open or closed, and specifies the minimum contents thereof; and

WHEREAS, the Open Meetings Act requires each public body to periodically, but no less than semi-annually, meet to review minutes of all closed meetings to determine (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The President and Board of Trustees hereby determine that the need for confidentiality still exists with respect to the minutes of the closed session previously approved, and nothing contained herein shall be construed as or constitute a waiver of said confidentiality.

SECTION 3: This Resolution shall be in full force and effect from and after its passage 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 24th day of September, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

John Egofske
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

RESOLUTION NO. _____

**A RESOLUTION PROVIDING FOR THE DESTRUCTION
OF CERTAIN VERBATIM RECORDINGS OF CLOSED SESSION MEETINGS**

WHEREAS, the President and Board of Trustees of the Village of Lemont have maintained verbatim recordings of all closed session meetings of the Village of Lemont in accordance with and as required by Section 2.06 the Open Meetings Act (5 ILCS 120/1 *et seq.*) (the “Act”); and

WHEREAS, the Act allows verbatim records of closed meetings or closed sessions of open meetings (“Closed Session Meetings”) to be destroyed without notification to, or the approval of, a records commission under the Local Records Act, no less than 18 months after the completion of the meeting recorded, but only after:

1. The President and Board of Trustees approve the destruction of a particular recording; and
2. The President and Board of Trustees approve minutes of the closed session meeting that meet the written minutes requirements of subsection 2.06 (a) of the Act; and

WHEREAS, the Village of Lemont wishes to destroy certain verbatim recordings of Closed Session Meetings as permitted under the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:

SECTION 1: The foregoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Resolution and are incorporated by reference as if set forth verbatim herein.

SECTION 2: The President and Board of Trustees hereby approve the minutes for all of the Closed Session Meetings set forth in Exhibit A, attached hereto and incorporated by reference herein.

SECTION 3: The President and Board of Trustees hereby authorize the destruction of all verbatim recordings of the Closed Session Meetings identified in Exhibit A, and hereby direct Village of Lemont staff to destroy said verbatim recordings on the destruction dates set forth in Exhibit A, or as soon thereafter as practicable.

SECTION 4: This Resolution shall be in full force and effect from and after its passage as provided by law. All prior resolutions, motions and orders in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 24th day of September, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

Closed Session Verbatim Recordings Destruction Schedule

Meeting Date	Minutes Approved Date	Destruction Date
03/12/2018	09/24/2018	09/12/2019
04/09/2018	09/24/2018	10/9/2019
04/16/2018	09/24/2018	10/16/2019
04/23/2018	09/24/2018	10/23/2019
05/14/2018	09/24/2018	11/14/2019
06/11/2018	09/24/2018	12/11/2019
07/23/2018	09/24/2018	1/23/2020
08/13/2018	09/24/2018	2/13/2020
08/27/2018	09/24/2018	2/27/2020

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04 SECTION 5.04.060.B: ALCOHOLIC BEVERAGES
(Decreasing Number of Class A-3 Liquor Licenses)
(Stonehouse 1, LLC, d/b/a Stonehouse Pub)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24th DAY OF SEPTEMBER 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 24th day of September 2018**

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04, SECTION 5.04.060.B: ALCOHOLIC BEVERAGES
(Decreasing Number of Class A-3 Liquor Licenses)**

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

WHEREAS, Stonehouse 1 LLC, d/b/a Stonehouse Pub, operating at 103 Stephen Street had previously applied for and was issued a Class A-3 Liquor License by the Village; and

WHEREAS, Stonehouse 1 LLC, has gone out of business thereby surrendering the liquor license previously issued; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to decrease the number of Class A-3 liquor licenses granted.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Lemont, Illinois:

SECTION 1: The above recitals are incorporated in this ordinance as if fully set forth.

SECTION 2: The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060.B is hereby amended to read as follow in the manner and form shown in strikethrough type below and inserting therein and therefore such new text in the manner and form and shown in underlined bold type below, so that said Section 5.04.060.B shall hereafter provide as follows:

5.04.060 Classes of Licenses, Number of Licenses and License Fees.

Class	Number of Licenses	License Fee
A-1	6	\$2,200.00
A-2	0	\$2,200.00
A-3	19 -18	\$2,100.00
A-4	3	\$1,500.00
A-5	1	\$2,000.00

Class	Number of Licenses	License Fee
A-6	1	\$1,500.00
A-7	0	\$2,100.00
A-8	1	\$1,500.00
B-1	3	\$1,100.00
B-2	As authorized by the Liquor Control Commissioner	\$25.00
B-3	As authorized by the Liquor Control Commissioner	\$25.00
C-1	8	\$2,000.00
C-2	0	\$1,500.00
C-3	1	\$1,500.00
C-4	0	\$1,500.00
C-5	1	\$200.00
D-1	0	\$250.00

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 5: The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 24th DAY OF SEPTEMBER 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

TO: Village Board
FROM: Jason Berry, AICP, Economic & Community Development Director
THROUGH:
SUBJECT: Case 18-12 Lemont Village Square (Aldi) PUD Amendment
DATE: September 20, 2018

SUMMARY/ BACKGROUND

Aldi grocery store in the Lemont Village Square shopping center is seeking to expand by approximately 2,427 sq. ft. Lemont Village Square was approved by annexation and Planned Unit Development (PUD) in 2005. A 2007 PUD amendment and special use permitted Aldi to open in the Lemont Village Square. The request to expand requires a new amendment to the PUD.

The proposed addition integrates into the building utilizing the existing design and materials, an additional storefront window, canvas awning, and two wall sconces. An updated sign with the new Aldi logo is proposed for above the doorway. The 92 square-foot wall sign falls within the parameters of the Lemont Village Square sign plan. The addition removes 12 parking stalls currently north of the building.

ANALYSIS

Consistency with Village Policy

Planning and Zoning Commission (PZC)

A public hearing was held at the August 15, 2018 PZC meeting. The PZC voted in favor 5-0 to approve the Amendment to the Village Square Planned Unit Development for Aldi.

STAFF RECOMMENDATION

Staff and the PZC recommend approval of the PUD amendment.

BOARD ACTION REQUESTED

Motion and approval of the attached ordinance

ATTACHMENTS

AN ORDINANCE FURTHER AMENDING ORDINANCE O-12-05, (SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW THE ADDITION OF AN APPROXIMATELY 2,427 SQUARE FOOT BUILDING AND THE ELIMINATION OF TWELVE (12) PARKING STALLS FOR THE ALDI RETAIL FACILITY LOCATED AT 1237 S. STATE STREET IN THE LEMONT VILLAGE SQUARE, LEMONT, ILLINOIS



VILLAGE OF LEMONT

ORDINANCE NO. O-_____

AN ORDINANCE FURTHER AMENDING ORDINANCE O-12-05, (SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW THE ADDITION OF AN APPROXIMATELY 2,427 SQUARE FOOT BUILDING AND THE ELIMINATION OF TWELVE (12) PARKING STALLS FOR THE ALDI RETAIL FACILITY LOCATED AT 1237 S. STATE STREET IN THE LEMONT VILLAGE SQUARE, LEMONT, ILLINOIS

(Lemont Village Square PUD)

**ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE
VILLAGE OF LEMONT
THIS 24TH DAY OF SEPTEMBER
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 24th day of
September 2018**

ORDINANCE NO. O-_____

AN ORDINANCE FURTHER AMENDING ORDINANCE O-12-05, (SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT) TO ALLOW THE ADDITION OF AN APPROXIMATELY 2,427 SQUARE FOOT BUILDING AND THE ELIMINATION OF TWELVE (12) PARKING STALLS FOR THE ALDI RETAIL FACILITY LOCATED AT 1237 S. STATE STREET IN THE LEMONT VILLAGE SQUARE, LEMONT, ILLINOIS

(Lemont Village Square PUD)

WHEREAS, Aldi, Inc. (hereinafter referred to as the “Petitioner”), is the lessee of certain property covering approximately 6.91 acres located at 1237 S. State Street, Lemont, Illinois, described and depicted in Exhibit A (“Subject Property”); and

WHEREAS, on February 14, 2015, the Village of Lemont’s Board of Trustees approved Ordinance O-12-05, An Ordinance Granting a Request for a Special Use for a Planned Unit Development (PUD) on a 7.2 Acre Parcel(s), located at 1237, 1243 and 1251 S. State Street and Rezoning from b-3 Arterial Commercial District and Cook County R-4 Residence District to Village B-3 PUD (Planned Unit Development) in Lemont, Illinois (Lemont Village Square PUD) (hereinafter, the “Lemont Village Square PUD”); and

WHEREAS, on October 22, 2007, the Village of Lemont’s Board of Trustees approved Ordinance O-91-07, An Ordinance Granting an Amendment to Ordinance O-12-05 (Special Use for a Planned Unit Development) to Change Building Elevations and Site Plans for One Retail Building in Lemont Village Square; and

WHEREAS, written application has been made by Petitioner, with the express permission of Lemont Village Square, LLC, the owner and lessor of the Subject Property, seeking an amendment to the Lemont Village Square PUD to allow the addition of an approximately 2,427 square foot building and the elimination of twelve (12) parking stalls from the Subject Property; and

WHEREAS, pursuant to notice as required by the Illinois Municipal Code and the UDO, a public hearing was held by the Lemont Planning and Zoning Commission on August 15, 2018 to consider the PUD amendment request, and the Planning and Zoning Commission unanimously recommended approval of said request; and

WHEREAS, on September 17, 2018, during its Committee of the Whole meeting, the President and Board of Trustees of the Village of Lemont discussed the PUD amendment request and took public comment from Petitioner regarding said request; and

WHEREAS, the President and Village Board of Trustees have determined that further public discussion of the PUD amendment request is not necessary in order for it to consider said request.

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

SECTION ONE: Ordinance O-12-05 and Ordinance O-91-07 are hereby amended, corrected and updated to incorporate the following:

1. Site Photograph
2. PUD Amendment Application
3. Letters of Authorization
4. Plan Set dated August 6, 2018.

SECTION TWO: All other sections and conditions of Ordinance O-12-05 and Ordinance O-91-07 remain as they were at approval by the Village Board of Trustees on February 14, 2005 and October 22, 2007, respectively.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 24th day of September 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

TO: Village Board
FROM: Ralph Pukula, Public Works Director
THROUGH:
SUBJECT: Disposal of Surplus Property
DATE: September 24, 2018

SUMMARY/ BACKGROUND

The Public Works Department is requesting to dispose of surplus property that has outlived its usefulness. The following property has outlived their useful life and will be utilized as trade in towards the purchase of new replacement equipment. The trade in allowance will be \$20,000.00

- 2001 International 4700 DT466E with MTI Forestry Bucket VIN# 1HTSCAAN51H368681

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan. This is consistent with 2014 Strategic Initiatives using departmental resources to obtain the best cost.

Lemont 2030 Comprehensive Plan.

5-Year Capital Improvement Plan (if applicable). The trade in of this vehicle has been identified in the 5-year capital equipment plan, for the purchase of a 2019 Ford F550 with UTEM UTLI46A Aerial Device.

Budget (if applicable).

Procurement Policy (if applicable).

STAFF RECOMMENDATION

Pass and Ordinance authorizing the sale and disposal of surplus property.

BOARD ACTION REQUESTED

Pass an Ordinance authorizing the sale and disposal of surplus property.

ATTACHMENTS

- Ordinance
- Exhibit A – Willowbrook Ford customer proposal



VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS
VILLAGE PROPERTY**

**ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE
VILLAGE OF LEMONT
THIS 24TH DAY OF SEPTEMBER
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 24th day of
September 2018**

Ordinance No. _____

AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS VILLAGE PROPERTY

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

WHEREAS, the Village has determined according to law that there exists certain personal property owned by the Village that is no longer necessary or useful to the Village and is hereby declared to be surplus property;

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

SECTION ONE: The forgoing findings and recitals, and each of them, are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION TWO: That pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4 (the “Code”), the President and Board of Trustees find the following property to be no longer necessary or useful to the Village and is hereby declared surplus property:

- 2001 International 4700 DT 466E VIN#1HTSCAAN51H368681

SECTION THREE: That pursuant to the authority of the Code, the President and Board of Trustees hereby authorize and direct the Village Administrator or his designee to dispose of said surplus property in any manner he sees fit which may include sale of the above property by Public Auction, trade or any other lawful means.

SECTION FOUR: 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 24th day of September 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A
Willowbrook Ford Customer Proposal



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

Customer Proposal

Prepared for:

Mr. Randy Earnest
Village of Lemont

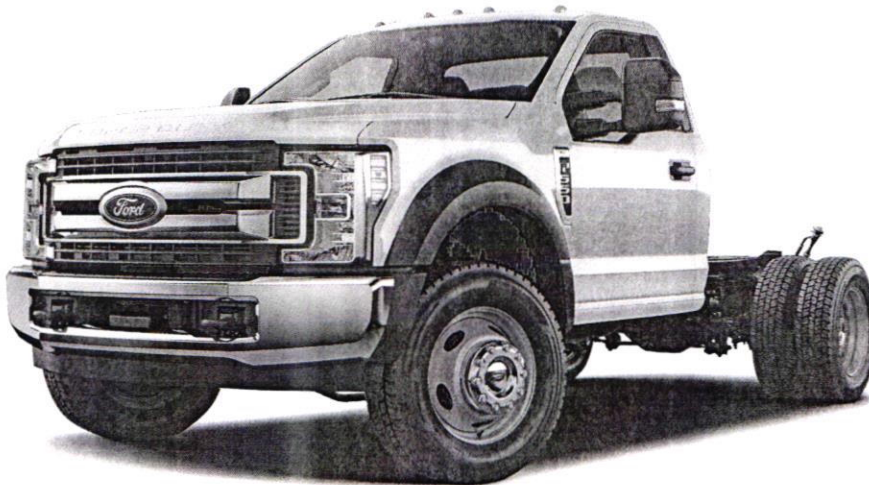
Prepared by:

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

Date: 07/30/2018

Vehicle: 2019 F-550 Chassis XL
4x4 SD Regular Cab 169" WB DRW

Quote ID: 73018





Pricing - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$42,210.00
Options & Colors	\$14,235.00
Upfitting	\$63,030.00
Destination Charge	\$1,495.00

Subtotal	\$120,970.00
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Pre-Tax Adjustments

Code	Description	
TRDN	Trade In	-\$20,000.00
	<i>Internation 4700 Trade in with 55' MTI Forestry Bucket</i>	
GPC	Government Pricing Adjustment	-\$8,248.00
	<i>Government Pricing</i>	

Subtotal	\$92,722.00
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Post-Tax Adjustments

Code	Description	
Plates	Municipal Plates	\$103.00
	<i>New Plates</i>	

Total	\$92,825.00
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Customer Signature

Acceptance Date

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

Prepared for: Mr. Randy Earnest Village of Lemont

TO: Village Board
FROM: Ralph Pukula, Public Works Director
THROUGH:
SUBJECT: Purchase Ford F550 with UTEM aerial lift equipment
DATE: September 24, 2018

SUMMARY/ BACKGROUND

The Public Works Department is requesting to lease purchase a new aerial lift truck with Ally Commercial Services Group to repair street lights and perform other tasks such as putting up holiday decorations and lights, that require this type of equipment. Public Works has averaged approximately 317 work orders each year over the last three years relating to street light outages. The average cost for a repair from an outside company is approximately \$500 per repair including parts, labor, and equipment.

Safety certification and repairs to the lift equipment on the current vehicle are becoming more expensive and will be more difficult to perform due to the age of the equipment and the lift manufacturer is no longer in business.

Total value not to exceed \$100,000.00 includes the base price of the vehicle \$120,970 less trade in of \$20,000.00 and government pricing adjustment of \$8,248.00 and an estimate of the interest financing costs. \$35,000.00 was budgeted for down payment. The lease agreement will be signed at the time of vehicle delivery, generally 4 months after ordering.

- Trade in 2001 International 4700 DT 466E VIN #1HTSCAAN51H368681 \$20,000.00

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan. This is consistent with 2014 Strategic Initiatives using departmental resources to obtain the best cost. The Public Works Department was able to obtain Government Pricing from Willowbrook Ford for the F550 chassis, Body, and Utem Ariel Lift that is lower than the Suburban Purchasing Coop, and Sourcewell, formerly NJPA.

Lemont 2030 Comprehensive Plan.

5-Year Capital Improvement Plan (if applicable). The purchase of this vehicle and equipment has been identified in the 5-year capital equipment plan.

Budget (if applicable). \$35,000.00 has been budgeted in FY19 for the down payment on the lease purchase. Funding will be 100% General Fund for 4 years.

Procurement Policy (if applicable).

STAFF RECOMMENDATION



Pass the resolution authorizing the lease purchase of 2019 Ford F550 with Utem aerial lift equipment.

BOARD ACTION REQUESTED

Pass the resolution authorizing the lease purchase of 2019 Ford F550 with Utem aerial lift equipment.

ATTACHMENTS

- Resolution
- Exhibit A – Willowbrook Ford customer proposal
- Exhibit B – Lease agreement with Ally Commercial Services Group



VILLAGE OF LEMONT

RESOLUTION NO. _____

**A Resolution Approving the Lease and Purchase of a 2019 Ford F550 With UTEM
Aerial Lift Equipment from Willowbrook Ford**

**ADOPTED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE
VILLAGE OF LEMONT
THIS 24TH DAY OF SEPTEMBER
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 24th day of
September 2018**

Resolution No. _____

A Resolution Approving the Lease and Purchase of a 2019 Ford F550 With UTEM Aerial Lift Equipment from Willowbrook Ford

WHEREAS, it has become necessary for the Village of Lemont (“Village”) to purchase a 2019 Ford F550 with UTEM Aerial Lift Equipment; and

WHEREAS, Village staff obtained a quote from Willowbrook Ford that is lower than Sourcewell, formerly National Joint Powers Alliance Purchasing Cooperation, and the Suburban Purchasing Cooperative; and

WHEREAS, the quote provided by the qualified vendor offered a fair trade in value of \$20,000.00 for a 2001 International 4700 Truck; and

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

WHEREAS, upon receipt and review of the quote submitted, the President and Village Board have determined that it is advisable, necessary and in the best interests of the Village to waive the formal necessities of competitive bidding and accept the quote submitted by Willowbrook Ford through Ally Commercial Services Group for the lease and then eventual purchase of a 2019 Ford F550 with Chassis, Cab, UTEM aerial lift equipment, and other related equipment, a copy of which is attached hereto as Exhibits A and B, at a price not to exceed \$100,000.00.

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

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

SECTION TWO: Waiver of Public Bid Requirements and Authority to Purchase. The Village Board Hereby waives the competitive bidding requirements otherwise applicable to the purchase of a 2019 Ford F550 with Chassis, Cab, Utem aerial lift equipment, and other related equipment and accepts the quote submitted by Willowbrook Ford through Ally Commercial Services Group for the lease and eventual purchase of the necessary equipment at a price not to exceed \$100,000.00, which shall require \$35,000.00 down payment, three equal annual installments and a \$1.00 final payment.

SECTION THREE: The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to lease and eventually purchase the 2019 Ford F550 Chassis, Cab, Utem aerial lift equipment, and other related equipment in accordance with the quote submitted by Willowbrook Ford through Ally Commercial Services Group, and to otherwise carry out this Resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 24th day of September 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A
Willowbrook Ford Customer Proposal F550 with Utem Aerial Lift Equipment



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

Customer Proposal

Prepared for:

Mr. Randy Earnest
Village of Lemont

Prepared by:

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

Date: 07/30/2018

Vehicle: 2019 F-550 Chassis XL
4x4 SD Regular Cab 169" WB DRW

Quote ID: 73018

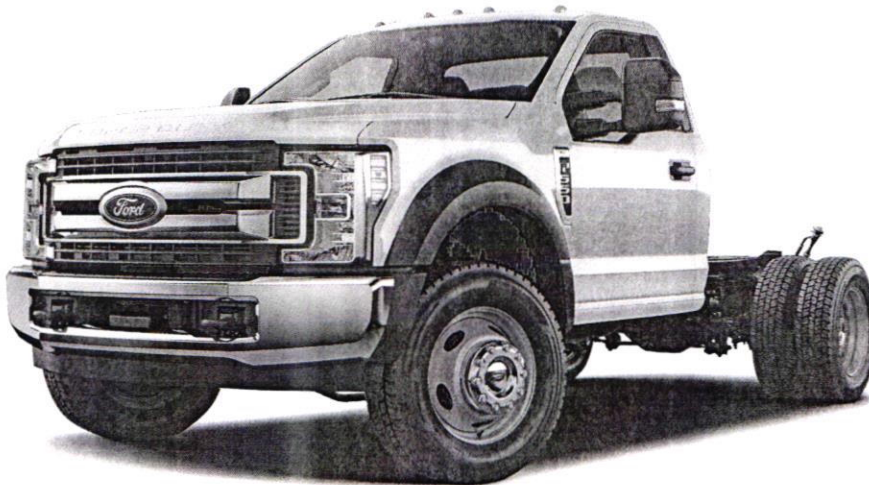




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Selected Equipment & Specs

Dimensions

- * Exterior length: 254.8"
- * Exterior width: 80.0"
- * Wheelbase: 169.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front hiproom: 62.5"
- * Passenger volume: 64.6cu.ft.
- * Maximum cargo volume: 11.6cu.ft.
- * Cab to axle: 84.0"
- * Exterior height: 81.1"
- * Front track: 74.8"
- * Turning radius: 24.2'
- * Min ground clearance: 8.3"
- * Front headroom: 40.8"
- * Front shoulder room: 66.7"
- * Cargo volume: 11.6cu.ft.

Powertrain

- * Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection
- * federal
- * Part-time
- * Fuel Economy Cty: N/A
- * Transmission PTO provision
- * Recommended fuel : diesel
- * TorqShift 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW M+S front and rear tires

Body Exterior

- * 2 doors
- * Turn signal indicator in mirrors
- * Chrome bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels

Convenience

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

Seats and Trim

- * Seating capacity of 3
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage

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

Prepared for: Mr. Randy Earnest, Village of Lemont



Selected Equipment & Specs (cont'd)

Entertainment Features

- * AM/FM stereo radio
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 4 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Outside temperature display
- * Trip odometer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Compass
- * Trip computer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints

Dimensions

General Weights

Curb	7931 lbs.	GVWR	19500 lbs.
Payload	11670 lbs.		

Front Weights

Front GAWR	7500 lbs.	Front curb weight	4709 lbs.
Front axle capacity	7500 lbs.	Front spring rating	7500 lbs.
Front tire/wheel capacity	7500 lbs.		

Rear Weights

Rear GAWR	14706 lbs.	Rear curb weight	3222 lbs.
Rear axle capacity	14706 lbs.	Rear spring rating	15000 lbs.
Rear tire/wheel capacity	15000 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
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General Trailering

5th-wheel towing capacity	20100 lbs.	Gooseneck towing capacity	20100 lbs.
Towing capacity	18500 lbs.	GCWR	40000 lbs.

Fuel Tank type

Capacity	40 gal.
----------	---------

Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Randy Earnest, Village of Lemont



Selected Equipment & Specs (cont'd)

Rear Frame

Height loaded	29 "	Height unloaded	34 "
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Powertrain

Engine Type

Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo

Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

Engine Power

Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM
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Alternator

Type	HD	Amps	220
------	----	------	-----

Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

Transmission

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

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.90
-------------	------

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
PTO provision	Yes		

Drive Type

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

Drive Feature

Limited slip differential	Mechanical	Traction control	Driveline
Power take-off provision	Yes	Locking hub control	Auto
Transfer case shift	Electronic		

Drive Axle

Ratio	4.88
-------	------

Exhaust

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



Selected Equipment & Specs (cont'd)

Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
Fuel type	Diesel		
<i>Engine Retarder</i>			
Type	Yes		
Driveability			
<i>Brakes</i>			
ABS Type	4-wheel 4-wheel disc	ABS channels Vented discs	3 Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes		
<i>Suspension Control</i>			
Ride	Firm		
<i>Front Suspension</i>			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
<i>Front Spring</i>			
Type	Coil	Grade	HD
<i>Front Shocks</i>			
Type	HD		
<i>Rear Suspension</i>			
Independence	DANA 130 rigid axle	Type	Leaf
Anti-roll bar	Regular		
<i>Rear Spring</i>			
Type	Leaf	Grade	HD
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			
# of wheels	2		
Exterior			
<i>Front Wheels</i>			
Diameter	19.5"	Width	6.00"
<i>Rear Wheels</i>			
Diameter	19.5"	Width	6.00"
Dual	Yes		
<i>Front and Rear Wheels</i>			
Appearance	Argent	Material	Steel

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

Prepared for: Mr. Randy Earnest, Village of Lemont



Selected Equipment & Specs (cont'd)

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	M+S	Type	LT
Width	225mm	LT load rating	G
RPM	645		

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	M+S	Type	LT
Width	225mm	LT load rating	G
RPM	645		

Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	24.2'	Wheelbase	169.0"
Rear tire outside width	93.9"		

Body Features

Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		

Body Doors

Door count	2
------------	---

Exterior Dimensions

Length	254.8"	Body width	80.0"
Body height	81.1"	Cab to axle	84.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	123.7"		

Safety

Airbags

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

Seatbelt

Height adjustable	Front
-------------------	-------

Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

Seating

Passenger Capacity

Capacity	3
----------	---

Front Seats

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

Prepared for: Mr. Randy Earnest, Village of Lemont



Selected Equipment & Specs (cont'd)

Split	40-20-40	Type	Split-bench
Driver Seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
Passenger seat			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
Front Head Restraint			
Control	Manual	Type	Adjustable
Front Armrest			
Centre	Yes	Storage	Yes
Front Seat Trim			
Material	Vinyl	Back material	Vinyl
Convenience			
AC And Heat Type			
Air conditioning	Manual	Air filter	Yes
Audio System			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
Audio Speakers			
Speaker type	Regular	Speakers	4
Audio Controls			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
Audio Antenna			
Type	Fixed		
LCD Monitors			
1st row	2	Primary monitor size (inches)	4.2
Cruise Control			
Cruise control	With steering wheel controls		
Convenience Features			
Retained accessory power	Yes	12V DC power outlet	2
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes
Door Lock Activation			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
Instrumentation Type			
Display	Analog		
Instrumentation Gauges			
Tachometer	Yes	Engine temperature	Yes
Turbo/supercharger boost	Yes	Transmission fluid temp	Yes

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Selected Equipment & Specs (cont'd)

Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		
Interior			
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Gear shift knob	Urethane	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Bin

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Prepared for: Mr. Randy Earnest, Village of Lemont



Selected Equipment & Specs (cont'd)

Dashboard	Covered
<i>Legroom</i>	
Front	43.9"
<i>Headroom</i>	
Front	40.8"
<i>Hip Room</i>	
Front	62.5"
<i>Shoulder Room</i>	
Front	66.7"
<i>Interior Volume</i>	
Passenger volume	64.6 cu.ft.

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Prepared for: Mr. Randy Earnest, Village of Lemont



Standard Equipment & Specs

Dimensions

- * Exterior length: 254.8"
- * Exterior width: 80.0"
- * Wheelbase: 169.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front hiproom: 62.5"
- * Passenger volume: 64.6cu.ft.
- * Maximum cargo volume: 11.6cu.ft.
- * Cab to axle: 84.0"
- * Exterior height: 81.1"
- * Front track: 74.8"
- * Turning radius: 24.2'
- * Min ground clearance: 8.3"
- * Front headroom: 40.8"
- * Front shoulder room: 66.7"
- * Cargo volume: 11.6cu.ft.

Powertrain

- * 288hp 6.8L SOHC 30 valve V-10 engine with SMPI
- * federal
- * Part-time
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * TorqShift 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- * 2 doors
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels
- * Driver and passenger , manual folding door mirrors
- * Black bumpers
- * Clearcoat paint
- * 2 front tow hook(s)

Convenience

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

Seats and Trim

- * Seating capacity of 3
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage

Entertainment Features

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

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights

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Prepared for: Mr. Randy Earnest, Village of Lemont



Standard Equipment & Specs (cont'd)

- * Tachometer
- * Outside temperature display
- * Trip odometer
- * Oil pressure gauge
- * Trip computer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * Manually adjustable front head restraints
- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Manual door locks

Dimensions

General Weights

Curb	7046 lbs.	GVWR	18000 lbs.
Payload	10950 lbs.		

Front Weights

Front GAWR	5600 lbs.	Front curb weight	4066 lbs.
Front axle capacity	7000 lbs.	Front spring rating	5600 lbs.
Front tire/wheel capacity	7500 lbs.		

Rear Weights

Rear GAWR	13660 lbs.	Rear curb weight	2980 lbs.
Rear axle capacity	13660 lbs.	Rear spring rating	13660 lbs.
Rear tire/wheel capacity	15000 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
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General Trailering

5th-wheel towing capacity	20100 lbs.	Gooseneck towing capacity	20100 lbs.
Towing capacity	18500 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity	40 gal.
----------	---------

Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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Rear Frame

Height loaded	29 "	Height unloaded	34 "
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Powertrain

Engine Type

Block material	Iron	Cylinders	V-10
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	6.8L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	3	Valvetrain	SOHC

Engine Spec

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Standard Equipment & Specs (cont'd)

Bore	3.55"	Compression ratio	9.2:1
Displacement	415 cu.in.	Stroke	4.16"
Engine Power			
Output	288 HP @ 4,000 RPM	Torque	424 ft.-lb @ 3,000 RPM
Alternator			
Type	HD	Amps	240
Battery			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	HD
Transmission			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
Transmission Gear Ratios			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		
Transmission Torque Converter			
Stall ratio	1.90		
Transmission Extras			
Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		
Drive Type			
4wd type	Part-time	Type	Four-wheel
Drive Feature			
Traction control	Driveline	Locking hub control	Manual
Transfer case shift	Manual		
Drive Axle			
Ratio	4.88		
Exhaust			
Material	Stainless steel	System type	Single
Emissions			
CARB	Federal		
Fuel Economy			
Fuel type	Gasoline		
Driveability			
Brakes			
ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear
Brake Assistance			
Brake assist	Yes		

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Prepared for: Mr. Randy Earnest, Village of Lemont



Standard Equipment & Specs (cont'd)

Suspension Control

Ride Firm

Front Suspension

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

Front Spring

Type Coil Grade Regular

Front Shocks

Type HD

Rear Suspension

Independence DANA M300 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"
Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 24.2' Wheelbase 169.0"

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Standard Equipment & Specs (cont'd)

Rear tire outside width 93.9"

Body Features

Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		

Body Doors

Door count 2

Exterior Dimensions

Length	254.8"	Body width	80.0"
Body height	81.1"	Cab to axle	84.0"
Axle to end of frame	47.2"	Frame section modulus	12.7cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	123.7"		

Safety

Airbags

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

Seatbelt

Height adjustable Front

Seating

Passenger Capacity

Capacity 3

Front Seats

Split 40-20-40 Type Split-bench

Driver Seat

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

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control Manual Type Adjustable

Front Armrest

Centre Yes Storage Yes

Front Seat Trim

Material Vinyl Back material Vinyl

Convenience

AC And Heat Type

Air conditioning Manual Air filter Yes

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Standard Equipment & Specs (cont'd)

<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes		
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Antenna</i>			
Type	Fixed		
<i>LCD Monitors</i>			
1st row	1	Primary monitor size (inches)	2.3
<i>Convenience Features</i>			
12V DC power outlet	2	Upfitter switches	Yes
<i>Door Lock Activation</i>			
Type	Manual		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Exterior temp	Yes
Systems monitor	Yes		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Manual		
<i>Window Features</i>			
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		

Interior

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Prepared for: Mr. Randy Earnest, Village of Lemont



Standard Equipment & Specs (cont'd)

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full Material Cloth

Floor Trim

Coverage Full Covering Vinyl/rubber

Trim Feature

Gear shift knob Urethane Interior accents Chrome

Lighting

Dome light type Fade Front reading Yes
Variable IP lighting Yes

Storage

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

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

Interior Volume

Passenger volume 64.6 cu.ft.

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Prepared for: Mr. Randy Earnest, Village of Lemont



Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	36000 miles	Months	36 months
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Powertrain

Distance	60000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60000 miles	Months	60 months
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Prepared for: Mr. Randy Earnest, Village of Lemont



Selected Options

Description	MSRP
Base Vehicle	
Base Vehicle Price (F5H)	\$42,210.00
Packages	
Order Code 660A	N/C
<i>Includes:</i> - Wheels: 19.5" Argent Painted Steel Includes manual locking hubs. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.	
Powertrain	
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,010.00
<i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 220 Amp Extra Heavy Duty Alternator	
Transmission: TorqShift 6-Speed Automatic	N/C
<i>(6R140). Includes SelectShift.</i>	
Limited Slip w/4.88 Axle Ratio	\$360.00
GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
<i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	
Wheels & Tires	
Tires: 225/70Rx19.5G BSW Traction (TGB)	\$215.00
<i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH. Optional spare is 225/70Rx19.5G BSW traction.</i>	
Wheels: 19.5" Argent Painted Steel	Included
<i>Includes manual locking hubs.</i>	
Seats & Seat Trim	
HD Vinyl 40/20/40 Split Bench Seat	Included
<i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	
Other Options	
Monotone Paint Application	STD
169" Wheelbase	STD
XL Value Package	\$1,000.00

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Selected Options (cont'd)

Description	MSRP
<p><i>Includes:</i></p> <ul style="list-style-type: none"> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <p><i>Includes 4 speakers.</i></p> <ul style="list-style-type: none"> - SYNC Communications & Entertainment System <p><i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i></p> <ul style="list-style-type: none"> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control 	\$915.00
<p>Power Equipment Group</p> <p><i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Accessory Delay - Advanced Security Pack <p><i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i></p> <ul style="list-style-type: none"> - Trailer Tow Mirrors w/Power Heated Glass <p><i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i></p> <ul style="list-style-type: none"> - MyKey <p><i>Includes owner controls feature.</i></p> <ul style="list-style-type: none"> - Power Front Side Windows <p><i>Includes 1-touch up/down driver/passenger window.</i></p> <ul style="list-style-type: none"> - Power Locks - Remote Keyless Entry 	\$915.00
<p>Extra Heavy-Duty Front End Suspension - 7,500 GAWR</p> <p><i>Includes upgraded front axle and max 7,500 lbs. Front Springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i></p>	\$285.00
<p>High Capacity Trailer Tow Package</p> <p><i>Includes trailer brake wiring kit and upgraded rear axle. Trailer brake controller not included. Increases GCW from 31,000 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer-Towing Guide should be consulted for specific trailer-towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i></p>	\$580.00
<p>4x4 Electronic-Shift-On-The-Fly (ESOF)</p> <p><i>Includes manual-locking hubs and auto rotary control on instrument panel.</i></p>	\$185.00
<p>Transmission Power Take-Off Provision</p> <p><i>Includes transmission mounted live drive and stationary mode PTO.</i></p>	\$280.00
<p>Operator Commanded Regeneration (OCR)</p>	\$250.00
<p>Radio: AM/FM Stereo/MP3 Player</p> <p><i>Includes 4 speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC Communications & Entertainment System <p><i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i></p>	Included
Fleet Options	
<p>Steering Wheel-Mounted Cruise Control</p>	Included
<p>XL Decor Group</p>	Included
<p><i>Includes:</i></p> <ul style="list-style-type: none"> - Chrome Front Bumper 	
Emissions	
<p>50-State Emissions System</p>	STD
Interior Colors	

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Selected Options (cont'd)

Description	MSRP
Medium Earth Gray	N/C
Primary Colors	
Oxford White	N/C
Upfit Options	
UTEM UTLI46A Aerial Device	\$63,030.00
<i>Customer Spec'd Equipment #080114-MTE</i>	
<hr/>	
SUBTOTAL	\$119,475.00
Destination Charge	\$1,495.00
<hr/>	
TOTAL	\$120,970.00



Pricing - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$42,210.00
Options & Colors	\$14,235.00
Upfitting	\$63,030.00
Destination Charge	\$1,495.00

Subtotal \$120,970.00

Pre-Tax Adjustments

Code	Description	
TRDN	Trade In	-\$20,000.00
	<i>Internation 4700 Trade in with 55' MTI Forestry Bucket</i>	
GPC	Government Pricing Adjustment	-\$8,248.00
	<i>Government Pricing</i>	

Subtotal \$92,722.00

Post-Tax Adjustments

Code	Description	
Plates	Municipal Plates	\$103.00
	<i>New Plates</i>	

Total \$92,825.00

Customer Signature

Acceptance Date

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Prepared for: Mr. Randy Earnest Village of Lemont



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

2019 F-550 Chassis, SD Regular Cab
4x4 SD Regular Cab 169" WB DRW XL(F51
Price Level: 920 Quote ID: 730

Major Equipment

based on selected options, shown at right)	
Powerstroke 6.7L V-8 OHV w/diesel direct injection 330hp	Exterior:Oxford White
TorqShift 6 speed automatic w/OD	Interior:Medium Earth Gray
4-wheel ABS	* Brake assistance
Traction control	* LT 225/70R19.5 G BSW M and S S-rated tires
Battery with run down protection	* Firm suspension
Air conditioning	* Tinted glass
AM/FM stereo with seek-scan, external memory control	* Bluetooth streaming audio
Daytime running	* Dual power remote heated mirrors
Variable intermittent wipers	* 19.5 x 6 steel wheels
Dual front airbags w/passenger cancel	* Driver and front passenger seat mounted side airbags
SecuriLock immobilizer	* Tachometer
Message Center	* Reclining front split-bench seats
Vinyl seats	* Audio control on steering wheel
Front axle capacity: 7500 lbs.	* Rear axle capacity: 14706 lbs.
Front spring rating: 7500 lbs.	* Rear spring rating: 15000 lbs.
Frame section modulus: 17.2 cu.in.	* Frame Yield Strength 50000 psi
Cab to axle: 84"	* Axle to end of frame: 47.2"
Transmission PTO Provision	* Engine retarder

Selected Options

	MSF
STANDARD VEHICLE PRICE	\$42,210.00
Order Code 660A	N
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	\$1
169" Wheelbase	\$1
50-State Emissions System	\$1
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,010.00
Transmission: TorqShift 6-Speed Automatic	N
Dual 78-AH 750 CCA Batteries	Included
220 Amp Extra Heavy Duty Alternator	Included
Limited Slip w/4.88 Axle Ratio	\$360.00
GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
Tires: 225/70Rx19.5G BSW Traction (TGB)	\$215.00
XL Value Package	\$1,000.00
4.2" Center-Stack Screen	Included
Radio: AM/FM Stereo/MP3 Player	Included
SYNC Communications & Entertainment System	Included
XL Decor Group	Included
Chrome Front Bumper	Included

Fuel Economy

City
N/A



Hwy
N/A

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Prepared for: Mr. Randy Earnest, Village of Lemont
Garrick Mackiney Date: 07/30/2018



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

2019 F-550 Chassis, SD Regular Cab
 4x4 SD Regular Cab 169" WB DRW XL(F51)
 Price Level: 920 Quote ID: 730

Steering Wheel-Mounted Cruise Control	Includ
Power Equipment Group	\$915.0
Accessory Delay	Includ
Advanced Security Pack	Includ
Trailer Tow Mirrors w/Power Heated Glass	Includ
MyKey	Includ
Power Front Side Windows	Includ
Power Locks	Includ
Remote Keyless Entry	Includ
Extra Heavy-Duty Front End Suspension - 7,500 GAWR	\$285.0
High Capacity Trailer Tow Package	\$580.0
4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.0
Transmission Power Take-Off Provision	\$280.0
Operator Commanded Regeneration (OCR)	\$250.0
Oxford White	N
Medium Earth Gray	N
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SUBTOTAL	\$56,445.0
Destination Charge	\$1,495.0
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TOTAL	\$57,940.0

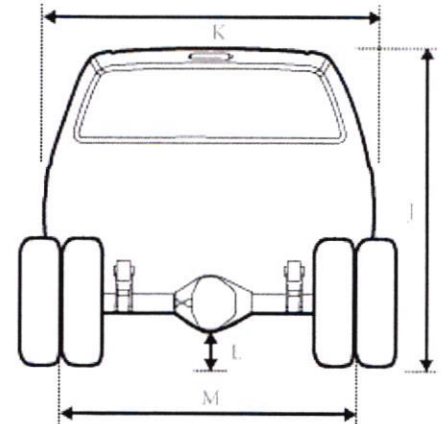
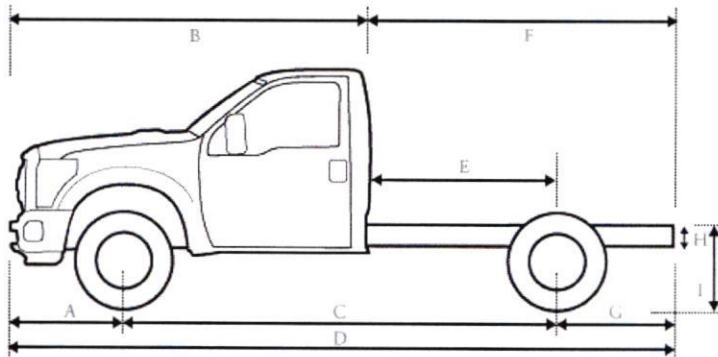
Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, available pricing adjustments not reflected in the dealer's computer system. See salesperson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

Prepared for: Mr. Randy Earnest, Village of Lemont
 Garrick Mackiney Date: 07/30/2018



Performance

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



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	169.00 in.
D	Overall Length (OAL)	254.80 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	131.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.50 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.10 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.30 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

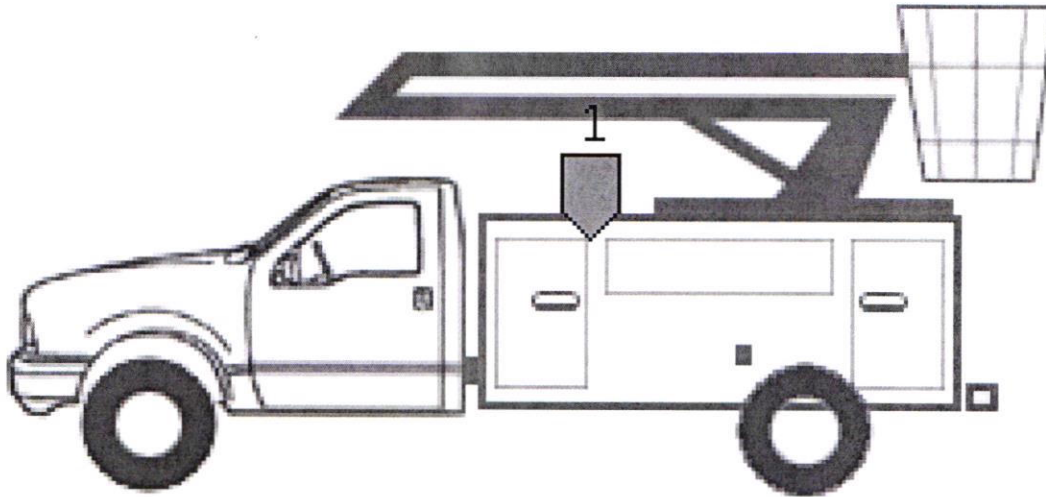
Body Specs

Truck body style:	Aerial Device
Cab to body gap:	3.00 in.
Body length:	10.70 ft
Body tare weight:	4,600 lbs
Body width:	96 in.
Body height from ground:	120 in.
Body Centre gravity (from front):	64.10 in.

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Performance (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,712 lbs	3,224 lbs	7,936 lbs
Body	463 lbs	4,137 lbs	4,600 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max Payload)	2,125 lbs	4,539 lbs	6,664 lbs
TOTAL	7,500 lbs	12,000 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	15,000 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Performance (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	42.71 %
Start grade capability in reverse	3.13	15.00 %	33.62 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	13.00 %
Maximum grade in 5th gear	0.86	3.00 %	9.71 %
Maximum grade in 6th gear	0.67	3.00 %	7.63 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	88 mph
<i>To meet your requirement you need a maximum axle ratio of 5.74</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed		60 mph	65 mph
Engine RPM at desired cruise speed			2,121 rpm

Variables in Use

Rear axle ratio:	4.88/4.88	Governed RPM:	3,120 rpm
Tire size:	225/70R19.5 (645 rev/mile)	Frontal Area:	40.06 Sq.Ft.
Gross Vehicle Weight (GVW):	19,500 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	375 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.90	Final Drive Ratio:	0.67
Peak engine torque:	750 ft.lbs.	Drag Coefficient	0.80
Engine Power:	330 hp @ 2,600 rpm		

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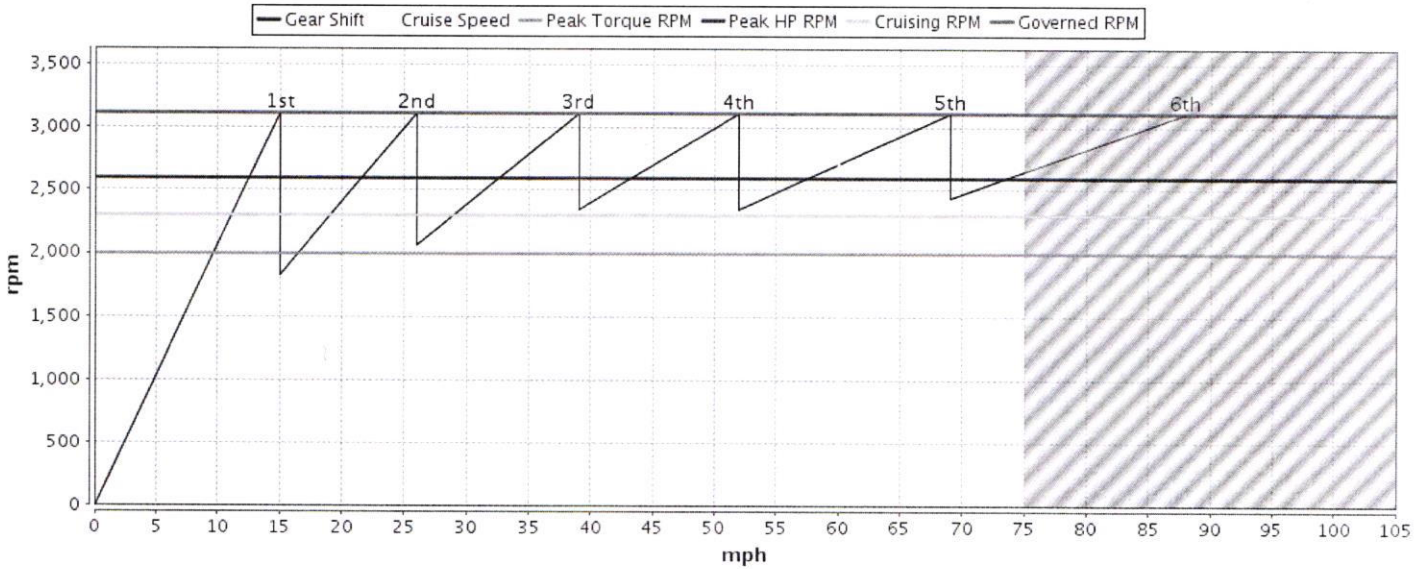
Performance (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.

Diesel engines use Governed RPM for shift points.

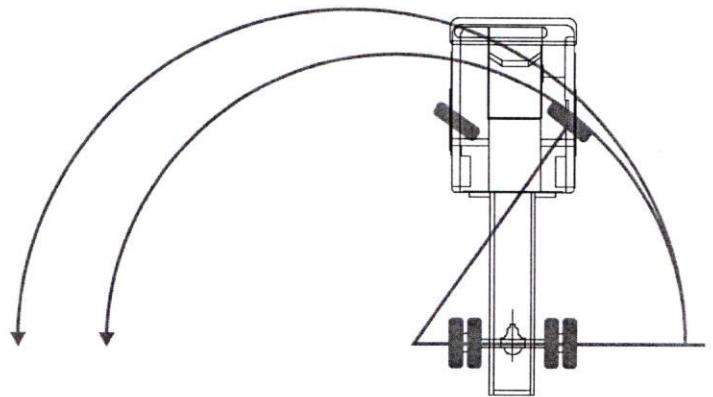
Gas engines use Peak Torque RPM for shift points.



Turning Radius

Turning Radius

24.25 ft



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Exhibit B
Ally Commercial Services Group Lease Agreement

**INSTRUCTIONS FOR COMPLETING THE ALLY MUNICIPAL LEASE AGREEMENT**

Outlined below are the instructions to properly complete the Agreement.

1. First payment of \$24944.85 will be due upon delivery. Dealer should keep the first payment.
2. Proceeds in the amount of \$ 68808.40 **should be drafted or Smartcashed**. This amount includes Dealer Commission of \$928.25.
3. Please have the Municipal Official *SIGN* and *DATE* the signature lines on the right side of:
Page 5 (only the top right signature line);
the **Municipal Certificate**; Page 6;
the **Delivery & Acceptance Certificate**; Page 7; and
the **Schedule B - Amortization Schedule**; Page 8.
The Municipal Official is the person who has the authority to obligate the municipality.
4. The Attorney for the Municipality must sign and date the Opinion of Counsel on the bottom right side of page 5.
5. A person (other than the authorized Municipal Official) must sign on the left side of the **Municipal Certificate - Page 6** to Attest to the truth of the statement. Also, write or type the name of the authorized Municipal Official in the first blank spot on **Page 6**.
6. Fill in the Equipment Location on the Delivery & Acceptance Certificate. This is the address where the vehicle will be garaged.
7. Leave all Ally signature spots blank; an Ally representative will sign there.

IMPORTANT: Vehicles **must be titled** in the **NAME** of the **MUNICIPALITY** with Ally Financial and its successors and assigns **P.O. Box 23020, Jacksonville, FL., 32241** recorded as **LIENHOLDER**.

Once the Agreements have been executed as outlined above (**with no alteration**), forward both originals to Ally Contract Processing Center at 2911 Lake Vista Dr, Lewisville, TX 75067 with the following:

- a copy of the application(s) for title
- a copy of the manufacturer's invoice(s), chassis & body (if applicable)
- evidence of insurance, form 685 DLP
- a signed Ally Financial Credit Application

If you have any questions, please call me at 1-877-602-3343

**MUNICIPAL LEASE-PURCHASE AGREEMENT**LESSEE: VILLAGE OF LEMONT

LESSOR: Ally Financial ("AF"), Ally Bank ("AB") (each of AF and AB, a "Lessor")

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Delivery and Acceptance Certificate now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Lease-Purchase Agreement ("Lease"). AF will only be deemed to be a Lessor with respect to those items of Equipment which are specifically allocated to AF on the applicable Delivery and Acceptance Certificate and AB will only be deemed to be a Lessor with respect to those items of Equipment which are specifically allocated to AB on the applicable Delivery and Acceptance Certificate.

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless earlier terminated as expressly provided for in this Lease, will continue for the term set forth in Schedule B attached hereto ("Lease Term").

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in the Delivery and Acceptance Certificate. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue on the same date periodically thereafter for the number of time periods reflected on the Delivery and Acceptance Certificate. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard, Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. **DELIVERY AND ACCEPTANCE.** Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. **NON-APPROPRIATION OF FUNDS; NON-SUBSTITUTION.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination.

Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. CERTIFICATION AND AUTHORIZATION. Lessee represents, covenants and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town, City, District, County, or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assignee without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor and any representative or designee of Lessor, a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest, and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any Item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Customers Balance set forth in Schedule B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Customers Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.

13. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any party having an interest in such real estate or building.

14. **INSURANCE.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insured as shall be satisfactory to Lessor, or, with Lessor's consent may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Customers Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereto.

15. **INDEMNIFICATION:** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

16. **ASSIGNMENT AND SUBLEASE.**

(a) Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder, which shall remain those of a principal and not a guarantor.

(b) Lessor shall not assign, transfer, pledge, or dispose of this Agreement or any interest therein, whether as security for any of its indebtedness or otherwise. However, AF and AB may assign their rights and obligations hereunder with respect to the lease of a specific item of Equipment to the other at any time without the consent of or notice to Lessee. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. **EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

18. **REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable, (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

19. **PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice to lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the Customers Balance amount set forth opposite the appropriate number of payments made as reflected on Schedule B to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

20. REPORTING REQUIREMENTS. Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"). In the event Lessor, solely on account of Lessee's failure to comply with such information reporting requirements, is not entitled to treat the Lease Payments and the Customers Balances received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the Code, then Lessee shall pay to Lessor, as additional rentals, a sum which, after deduction of all taxes which are or will be payable by Lessor in respect of the receipt thereof under the Laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country, shall be equal to the additional Federal income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor, together with interest thereon at the highest lawful rate from the date of payment of the additional Federal income tax to the date of payment by Lessee.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

24. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(Lessee)

Name VILLAGE OF LEMONT
Address 16680 NEW AVENUE
City, State, ZIP LEMONT, IL, 60439

By: _____
Title: _____
Date: _____

(Lessor)

Ally Financial

By: _____
Title: _____
Date: _____

(Lessor)

Ally Bank

By: _____
Title: _____
Date: _____

OPINION OF COUNSEL

With respect to that certain Municipal Lease-Purchase Agreement (Lease) with Ally Financial ("AF"), Ally Bank ("AB") (each of AF and AB, a "Lessor") and the Lessee, dated _____, I am of the opinion that: (i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law; and (v) the Uniform Commercial Code of the state where the Equipment is located and or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment.

By: _____
Attorney for Lessee

Date: _____

MUNICIPAL CERTIFICATE

I, _____ of VILLAGE OF LEMONT
 hereby certify that the Municipal Lease Purchase Agreement, dated _____, with Ally Financial ("AF"), Ally Bank ("AB") (each of AF and AB, a "Lessor") and VILLAGE OF LEMONT as Lessee, leasing the Equipment described, was executed by me on the _____ day of _____, 20____; and that I have full power and authority to execute the Municipal Lease Purchase Agreement, and that the power to enter into the Lease Purchase Agreement granted to me by the VILLAGE OF LEMONT has not been withdrawn, and that all required procedures necessary to make the Municipal Lease Purchase Agreement a legal and binding obligation of the Lessee have been followed.

I also certify that payment due by VILLAGE OF LEMONT under the Municipal Lease Purchase Agreement referred herein for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the municipality of the VILLAGE OF LEMONT.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____ 20 ____.

Attest:

Agency Official

(Signature)

(Signature)

(Title)

(Title)

Delivery and Acceptance Certificate

1 Vehicles (s) for Municipal Lease/Purchase

Payment Structure: 4, Annual

An annual rate of:5.04%

#	Year	Make	Model	Vin	Application#	Cost	Payment	Lessor (AF/AB)
1.	2019	Ford	F550	11111111111111111111	1111111111 1111111111 1	92825.00	24944.85	_____

Total Cost of the vehicle (s): \$ **92825.00** Total Payments: \$ **24944.85**

Equipment Location (Garaged at) : _____

Under the Municipal Lease Agreement dated _____, (Lease) with Ally Financial ("AF"), Ally Bank ("AB") (each of AF and AB, a "Lessor") and the undersigned Lessee, the Lessee hereby certifies that the vehicle (s) listed above has (have) been delivered to Lessee, tested and inspected by Lessee, found to be in good order and accepted as Equipment under the Lease, all on the date indicated below.

The Lessee hereby agrees to lease/purchase the vehicles as described.

(Lessee)

Name VILLAGE OF LEMONT

By: _____
Date: _____

(Lessor)

Ally Financial

By: _____
Date: _____

(Lessor)

Ally Bank

By: _____
Date: _____

SCHEDULE B

Payment Schedule to the Lease Agreement dated _____.

Customer: VILLAGE OF LEMONT
 Dealer: DEALER PORTAL USE BY CSG ONLY
 Equipment 1: Ford F550
 Term: 4. Annual
 Annual Percentage Rate: 5.04 %
 First Payment: Advance
 Amount Financed: \$92825.00
 Payment Amount: \$ 24944.85
 Total Interest: \$ 6954.40
 End of Lease Purchase Option: \$1 per unit

# OF PMTS MADE	PAYMENT	CUSTOMERS BALANCE	BALANCE: PERCENT OF COST	REDUCTION IN PRINCIPAL	INTEREST ON PRINCIPAL
1	<u>\$24944.85</u>	<u>\$67880.15</u>	<u>73.13%</u>	<u>\$24944.85</u>	<u>\$0.00</u>
2	<u>\$24944.85</u>	<u>\$46356.45</u>	<u>49.94%</u>	<u>\$21523.70</u>	<u>\$3421.15</u>
3	<u>\$24944.85</u>	<u>\$23747.96</u>	<u>25.58%</u>	<u>\$22608.49</u>	<u>\$2336.36</u>
4	<u>\$24944.85</u>	<u>\$0.00</u>	<u>0.00%</u>	<u>\$23747.96</u>	<u>\$1196.89</u>

(Lessee)

Customer Name VILLAGE OF LEMONT
 Address 16680 NEW AVENUE
 City, State, ZIP LEMONT, IL, 60439

By: _____
 Title: _____
 Date: _____

(Lessor)
Ally Financial

By: _____
 Title: _____
 Date: _____

(Lessor)
Ally Bank

By: _____
 Title: _____
 Date: _____