

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
May 22, 2017 – 7:30 PM
Village Hall – Village Board Room
418 Main Street, Lemont, IL 60439

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes
 1. May 15, 2017 Village Board Meeting Minutes
 - B. Approval of Disbursements
- IV. Mayor's Report
 - A. Audience Participation
- V. Clerk's Report
 - A. Correspondence
 - B. Resolutions
 1. A Resolution Approving a Utility Easement Agreement with Commonwealth Edison Company (PW)(Blatzer)(Pukula)
 2. A Resolution Approving Lease Agreement (Governmental Form) with Metropolitan Water Reclamation District of Greater Chicago (Admin)(Egofske)(Schafer)
 3. A Resolution Approving an Amendment to the Employment Agreement Between the Village of Lemont and George J. Schafer for Position of Village Administrator (Admin)(Egofske)

- 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
 - Pending Litigation- Section 2(c)11
 - Appointment of an Employee- Section 2(c)1
- XIII. Action on Closed Session Item(s)
- XIV. Motion to Adjourn

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
May 15, 2017
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, May 15, 2017 at 7:00 p.m., with Mayor Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; present.

III. MAYOR'S REPORT

A. Bid Opening for Alba Road regarding Vistancia annexation a bid was given for \$10

B. Public Hearing for Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Lemont and the Village of Homer Glen

Motion made by Chialdikas, seconded by Blatzer to open Public Hearing. VV 6 ayes.
Motion passed.

Public Comments- none

Motion made by Virgilio, seconded by Sniegowski to close Public Hearing at 7:05pm. VV 6 ayes. Motion passed.

C. Public Hearing for Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Romeoville and the Village of Lemont

Motion made by Stapleton, seconded by Sniegowski to open Public Hearing. VV 6 ayes. Motion passed.

Public Comments- none

Motion made by Sniegowski, seconded by Stapleton to close Public Hearing at 7:08pm. VV 6 ayes. Motion passed.

IV. CONSENT AGENDA

Motion by Sniegowski, seconded by Stapleton, to approve the following items on the consent agenda by omnibus vote:

A. Approval of Minutes

1. April 10, 2017 Village Board Meeting Minutes

- B. Approval of Disbursements
- C. Ordinance O-31-17 Amending the Budget for Fiscal year 16-17 For the Village of Lemont
- D. Ordinance O-32-17 Authorizing an Intergovernmental Cooperative Planning and Boundary Agreement Between the Village of Lemont and the Village of Homer Glen
- E. Ordinance O-33-17 Authorizing an Intergovernmental Cooperative Planning and Boundary Agreement Between the Village of Romeoville and the Village of Lemont
- F. Ordinance O-34-17 Authorizing the Sale of Alba Street
- G. Ordinance O-35-17 Amending Title 17 of the Lemont, Illinois Municipal Code, The Lemont Unified Development Ordinance of 2008 (UDO Amendments)
- H. Ordinance O-36-17 Amending Ordinance O-20-16, an Ordinance Granting Approval of a Special Use for a Container Storage Yard and a Variation to UDO §17.29.020.F.3 to Allow for Detention Facilities to be Constructed of Non-Compacted Aggregate at 13769 Main Street in Lemont, Illinois (13769 Main St. Special Use and Variation)
- I. Ordinance O-37-17 Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions
- J. Resolution R-23-17 Approving a Professional Services Agreement with Crawford, Murphy & Tilly, Inc.
- K. Resolution R-24-17 Authorizing Participation in and Approving the Final Grant Report for the ComEd Green Program Heritage Quarries Recreation Area Boat Dock Project
- L. Resolution R-25-17 Approving an Agreement for Village Gateway, Informational, and Wayfinding Signage Master Planning Services and Implementation

Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion passed.

IV. MAYOR'S REPORT

- A. Mayor's Drive for Charity Check Distribution
- B. Acknowledgment of Outgoing Village Board Members
 - 1. Proclamation for Trustee Paul Chialdikas upon motion of Blatzer, seconded by Stapleton, to approve said proclamation. VV 6 ayes. Motion Passed.

2. Proclamation for Trustee Cliff Miklos upon motion of Chialdikas, seconded by Blatzer, to approve said proclamation. VV 6 ayes. Motion passed.
3. Proclamation for Trustee Jeanette Virgilio upon motion of Chialdikas, seconded by Stapleton, to approve said proclamation. VV 6 ayes. Motion passed.

C. Acknowledgement of Outgoing Village President (George Schafer)

1. Proclamation for Mayor Brian K. Reaves upon motion of Blatzer, seconded by Chialdikas, to approve said proclamation. VV 6 ayes. Motion passed.

D. Audience Participation

1. John Egofske thanked the Village Board for all of their time and work that they put in over their years of service.

V. Clerk's Report

- A. Correspondence- None

VI. Village Attorney Report- None

VII. Village Administrator Report- None

VIII. Board Reports

IX. Staff Reports

A. Police Department

1. Motorcycle awareness month. Be aware as you change lanes.

B. Administration

1. Thanked the outgoing officials for their work with current and previous staff.

VI. Unfinished Business

VII. New Business

VIII. Executive Session- None

IX. Motion to Adjourn

There being no further business, a motion was made by Chialdikas, seconded by Stapleton, to adjourn the meeting at 8:02 p.m. VV 6 ayes. Motion passed.

(Break)

- I. Installation of Newly Elected Officials by Congressman Dan Lipinski
 - A. Village President John Egofske
 - B. Clerk Charlene Smollen
 - C. Trustee Ryan Kwasneski
 - D. Trustee Dave Maher
 - E. Trustee Ken McClafferty

The regular meeting of the Lemont Village Board took place on Monday, May 15, 2017, at 8:20 p.m., with Mayor John Egofske presiding.

- II. Pledge of Allegiance
- III. Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; present.
- IV. Mayor's Report
 - A. Mayor Egofske informed the residents of his ten points which he has planned for Lemont.
 - B. Audience Participation
 1. A resident offered congratulations.
- V. Clerk's Report
 - A. Correspondence
 1. 2017-2018 Village Board Meeting Calendar. Motion by Blatzer, seconded by Sniegowski, to approve said calendar. VV 6 ayes. Motion passed.
 - B. Resolutions
 1. Resolution R-26-17 Approving a Legal Services Agreement with Tressler LLP and Appointing Tressler LLP as Village Counsel. Motion by Stapleton, seconded by Blatzer, to approve said resolution. Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion Passed.
- VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session- None

XIII. Action on Closed Session Items- None

XIV. Motion to Adjourn

There being no further business, a motion was made by Blatzer, seconded by Sniegowski, to adjourn the meeting at 8:50 p.m. VV 6 ayes. Motion passed.

Payment Register

From Payment Date: 4/30/2017 - To Payment Date: 4/30/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
<u>EFT</u>									
261	04/30/2017	Open			Accounts Payable	FM Bankcard Processing Center	\$99,306.64		
	Invoice		Date	Description		Amount			
	2017-00001528		04/30/2017	March invoices		\$99,306.64			

Type EFT Totals:
FM-Clearing - Accounts Payable Totals

1 Transactions \$99,306.64

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$99,306.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$99,306.64	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$99,306.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$99,306.64	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$99,306.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$99,306.64	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$99,306.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$99,306.64	\$0.00

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
15883	05/22/2017	Open			Accounts Payable	Airgas USA, LLC	\$25.44		
	Invoice		Date	Description		Amount			
	9944294981		04/30/2017	welding tank rental		\$25.44			
15884	05/22/2017	Open			Accounts Payable	Amalgamated Bank of Chicago	\$475.00		
	Invoice		Date	Description		Amount			
	17-05-01 3000		05/01/2017	SSA No 1 Series 2009 #3000		\$475.00			
15885	05/22/2017	Open			Accounts Payable	Aspen Valley Landscape	\$25.75		
	Invoice		Date	Description		Amount			
	INV379028		05/03/2017	landscape blanket		\$25.75			
15886	05/22/2017	Open			Accounts Payable	AT&T	\$1,201.53		
	Invoice		Date	Description		Amount			
	63025719820417		04/25/2017	630 257-1982 589 2 ruffled fthrs l/s		\$114.33			
	63025752710417		04/25/2017	630 257-5271 183 5 harpers grove l/s		\$120.15			
	63025704360417		04/25/2017	630 257-0436 056 6 glens of connemara l/s		\$120.38			
	63025759360417		04/25/2017	630 257-5936 976 9 well #4		\$124.97			
	63025722900417		04/25/2017	630 257-2290 820 6 well #3		\$179.96			
	63025795390417		04/25/2017	630 257-9539 074 6 keepataw trails l/s		\$114.11			
	63025724740417		04/25/2017	630 257-2474 474 0 p.d. backup phone line		\$296.39			
	63025752720417		04/25/2017	630 257-5272 181 8 metra station security cameras		\$131.24			
15887	05/22/2017	Open			Accounts Payable	AT&T	\$135.00		
	Invoice		Date	Description		Amount			
	17-04-1261		04/01/2017	142021261 - Village Hall internet		\$60.00			
	17-05-9005		04/03/2017	126379005 - metra station internet		\$75.00			
15888	05/22/2017	Open			Accounts Payable	Avalon Petroleum Company	\$7,543.02		
	Invoice		Date	Description		Amount			
	456930		05/06/2017	1872 gallons regular		\$4,128.13			
	556207		04/26/2017	1492 gallons gasoline		\$3,414.89			
15889	05/22/2017	Open			Accounts Payable	Azavar Audit Solutions	\$2,276.25		
	Invoice		Date	Description		Amount			
	13116		05/01/2017	May 2017 contingency payment		\$2,276.25			
15890	05/22/2017	Open			Accounts Payable	Barrett Hardware Co	\$194.97		
	Invoice		Date	Description		Amount			
	3219834		05/03/2017	tools		\$194.97			
15891	05/22/2017	Open			Accounts Payable	Black Dirt Inc.	\$165.00		
	Invoice		Date	Description		Amount			
	050817-28		05/08/2017	dirt		\$165.00			
15892	05/22/2017	Open			Accounts Payable	Buttrey Rental Service	\$1,421.20		
	Invoice		Date	Description		Amount			
	236746		05/08/2017	Abbey Oaks pond pump rental		\$1,421.20			
15893	05/22/2017	Open			Accounts Payable	CAIRS	\$408.50		
	Invoice		Date	Description		Amount			
	40372		05/04/2017	Sign Language Interpreter		\$408.50			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15894	05/22/2017	Open			Accounts Payable	CCP Industries, Inc.	\$75.95		
	Invoice		Date	Description		Amount			
	IN01883697		04/28/2017	safety supplies		\$75.95			
15895	05/22/2017	Open			Accounts Payable	Chicago Tribune Media Group	\$197.10		
	Invoice		Date	Description		Amount			
	CTCM707137		04/14/2017	bid listing		\$197.10			
15896	05/22/2017	Open			Accounts Payable	Citi Cards	\$284.85		
	Invoice		Date	Description		Amount			
	17-05-03		05/03/2017	3795 663436 41000 - Costco TrueEarnings Card purchases		\$284.85			
15897	05/22/2017	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	June 2017		05/02/2017	secuurity camera maintenance		\$2,430.00			
15898	05/22/2017	Open			Accounts Payable	Comcast	\$690.33		
	Invoice		Date	Description		Amount			
	17-05-9805		05/04/2017	8771 20 147 0039805 v.h. cable/internet		\$223.54			
	17-05-2700		05/04/2017	8771 20 147 0042700 p.d. cable/internet		\$258.78			
	17-05-6217		05/10/2017	8771 20 147 0356217 1345 Acorn St l/s phone/cable		\$76.72			
	17-05-4899		05/15/2017	8771 20 147 0354899 13675 McCarthy Rd well #6 phone/internet		\$131.29			
15899	05/22/2017	Open			Accounts Payable	ComEd	\$1,573.97		
	Invoice		Date	Description		Amount			
	17-04-8014		04/26/2017	3909078014 - street lights - illinois, e of stephen		\$20.88			
	17-04-0007		04/27/2017	1173160007 - street lights - talcott, e of stephen		\$120.82			
	17-08-3016		05/08/2017	9338003016 - street lights - houston 1N schultz		\$21.45			
	17-05-7033		05/03/2017	2213017033 - Main St lift station - bell rd, main st		\$122.46			
	17-04-4052		04/26/2017	2163104052 - street lights - stephen st 1 S river		\$48.83			
	17-08-2063		05/08/2017	1443022063 - street lights - KA Steel path		\$31.79			
	17-05-0155		05/04/2017	1515080155 - street lights - 451 Talcott		\$19.40			
	17-05-3015		05/03/2017	0432203015 - street lights - 44 Stephen St		\$31.79			
	17-05-9011		05/03/2017	6534089011 - street lights - 411 Singer Ave Rear		\$247.79			
	17-05-4009		05/04/2017	0348764009 - street lights - 47 Stevens St		\$51.65			
	17-04-7008		04/28/2017	1274527008 - street lights - Stephen, Sani Canal		\$3.54			
	17-04-6007 (2)		04/28/2017	7710116007 - street lights - Stephen St, alley off canal		\$91.07			
	17-04-8023		04/28/2017	2124138023 - street lights - 164 E Peiffer		\$35.59			
	17-04-4007		04/28/2017	2834014007 - street lights - Lite Rte 25 1080 Norwalk Rd		\$429.41			
	17-04-6066		04/28/2017	1763156066 - 0 Main St, Stephen St (Master Acct)		\$297.50			
15900	05/22/2017	Open			Accounts Payable	Constellation Energy Services Inc	\$23,244.26		
	Invoice		Date	Description		Amount			
	77355873		05/01/2017	IL-EL-1132881-0 - electricity - Apr 2017		\$23,244.26			
15901	05/22/2017	Open			Accounts Payable	Cook County Treasurer	\$100,200.95		
	Invoice		Date	Description		Amount			
	17-05-02		04/28/2017	property tax refund		\$100,200.95			
15902	05/22/2017	Open			Accounts Payable	Courtney's Safety Lane Inc	\$244.00		
	Invoice		Date	Description		Amount			
	9694		05/08/2017	safety inspections		\$244.00			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15903	05/22/2017	Open			Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$6,015.00		
	Invoice		Date	Description		Amount			
	113115		04/18/2017	Derby Rd over Pine Needles Dr bridge repair		\$6,015.00			
15904	05/22/2017	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date	Description		Amount			
	24531		04/14/2017	May 2017 office cleaning		\$3,260.00			
15905	05/22/2017	Open			Accounts Payable	Direction Sports, LLC	\$5,827.00		
	Invoice		Date	Description		Amount			
	101		05/17/2017	Quarryman Challenge 2017 Management		\$5,827.00			
15906	05/22/2017	Open			Accounts Payable	DuPage Overhead Garage Doors, Inc.	\$1,300.00		
	Invoice		Date	Description		Amount			
	04-18-17		04/18/2017	PW Garage door repairs		\$1,300.00			
15907	05/22/2017	Open			Accounts Payable	Dynegy Energy Services LLC	\$3,109.66		
	Invoice		Date	Description		Amount			
	153917617041		05/15/2017	GMCVLG1004		\$3,109.66			
15908	05/22/2017	Open			Accounts Payable	ecology + vision, llc	\$2,129.45		
	Invoice		Date	Description		Amount			
	523		04/28/2017	Bell Road Site Visit		\$985.65			
	525		04/28/2017	Site Visit		\$623.15			
	524		04/28/2017	Buffet Harbor site visit		\$520.65			
15909	05/22/2017	Open			Accounts Payable	Elevator Inspection Services	\$300.00		
	Invoice		Date	Description		Amount			
	68421		05/05/2017	Garage elevator inspections (2)		\$300.00			
15910	05/22/2017	Open			Accounts Payable	Ganzer, Dan	\$2,730.22		
	Invoice		Date	Description		Amount			
	DLG0003		05/15/2017	Quarryman Challenge race co-director fees and expenses		\$2,730.22			
15911	05/22/2017	Open			Accounts Payable	Great Southwest Recreation, LLC	\$1,147.49		
	Invoice		Date	Description		Amount			
	17-05-15		05/15/2017	Jun 2017 payment		\$1,147.49			
15912	05/22/2017	Open			Accounts Payable	Gryphon Training Group Inc	\$250.00		
	Invoice		Date	Description		Amount			
	17-05-1011		05/08/2017	Investigative Training		\$250.00			
15913	05/22/2017	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$3,030.00		
	Invoice		Date	Description		Amount			
	20170236		05/10/2017	Outside Services-all professional services		\$1,110.00			
	20170206b		04/21/2017	I.T. Support - balance due		\$1,920.00			
15914	05/22/2017	Open			Accounts Payable	Halper, Peggy	\$252.00		
	Invoice		Date	Description		Amount			
	0091		05/04/2017	PCZ CASE #17-03 UDO AMENDMENTS		\$252.00			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15915	05/22/2017	Open			Accounts Payable	Heritage Corridor Convention and Visitors Bureau	\$1,000.00		
	Invoice		Date	Description		Amount			
	3261b		01/16/2017	balance due for Story #1		\$1,000.00			
15916	05/22/2017	Open			Accounts Payable	Herlihy Mid-Continent Company	\$161,304.30		
	Invoice		Date	Description		Amount			
	0458-01		05/08/2017	Bridge Repair Derby Rd over Pine Needles Dr		\$161,304.30			
15917	05/22/2017	Open			Accounts Payable	Hinsdale Nurseries, Inc.	\$138.00		
	Invoice		Date	Description		Amount			
	1563090		05/08/2017	plants		\$138.00			
15918	05/22/2017	Open			Accounts Payable	HR Green, Inc	\$1,945.50		
	Invoice		Date	Description		Amount			
	111539		05/09/2017	Water System consultation for boundary agreements		\$1,945.50			
15919	05/22/2017	Open			Accounts Payable	Illinois City County Management Association(ILCMA)	\$50.00		
	Invoice		Date	Description		Amount			
	826		05/01/2017	job posting - CDD		\$50.00			
15920	05/22/2017	Open			Accounts Payable	Illinois Department of Agriculture	\$80.00		
	Invoice		Date	Description		Amount			
	17-04-12		04/12/2017	2017 pest control licenses (4)		\$80.00			
15921	05/22/2017	Open			Accounts Payable	Illinois Municipal League	\$1,500.00		
	Invoice		Date	Description		Amount			
	2017		05/15/2017	Membership Renewal		\$1,500.00			
15922	05/22/2017	Open			Accounts Payable	Illinois Police Accreditation Coalition	\$50.00		
	Invoice		Date	Description		Amount			
	17-05-01		04/28/2017	Membership - IPAC		\$50.00			
15923	05/22/2017	Open			Accounts Payable	Illinois State Toll Highway Authority	\$93.65		
	Invoice		Date	Description		Amount			
	G121000000904		04/10/2017	Tolls 1/1/17-3/31/17		\$93.65			
15924	05/22/2017	Open			Accounts Payable	Industrial Organizational Solutions Inc	\$2,881.00		
	Invoice		Date	Description		Amount			
	C39378A		04/24/2017	Contract - Recruitment Testing		\$2,881.00			
15925	05/22/2017	Open			Accounts Payable	IRMA	\$10,492.73		
	Invoice		Date	Description		Amount			
	SALES0016118		04/30/2017	April Deductible		\$5,199.74			
	SALES0016160		04/30/2017	April Optional Deductible		\$5,292.99			
15926	05/22/2017	Open			Accounts Payable	K-Five Construction Corporation	\$400.00		
	Invoice		Date	Description		Amount			
	500019		05/05/2017	snow pusher		\$400.00			
15927	05/22/2017	Open			Accounts Payable	Kirk, Betty, Burian	\$14.00		
	Invoice		Date	Description		Amount			
	201722		05/15/2017	commission for art work sold		\$14.00			
15928	05/22/2017	Open			Accounts Payable	Lakeshore Athletic Services, Inc.	\$2,025.00		
	Invoice		Date	Description		Amount			
	7102840		05/15/2017	bal due - race and equipment services		\$2,025.00			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15929	05/22/2017	Open			Accounts Payable	Look Nu, LLC	\$26.00		
	Invoice		Date	Description		Amount			
	953		05/01/2017	pd car washes		\$14.00			
	909		04/02/2017	pd car washes		\$12.00			
15930	05/22/2017	Open			Accounts Payable	Lundquist, Linda, J.	\$91.00		
	Invoice		Date	Description		Amount			
	201723		05/15/2017	commission for art work sold		\$91.00			
15931	05/22/2017	Open			Accounts Payable	Marathon Sportswear	\$974.58		
	Invoice		Date	Description		Amount			
	9937		05/01/2017	Quarryman Challenge race shirts		\$974.58			
15932	05/22/2017	Open			Accounts Payable	Martino Concrete Company	\$2,375.00		
	Invoice		Date	Description		Amount			
	1707		05/08/2017	ADA sidewalk and mailbox pad		\$2,375.00			
15933	05/22/2017	Open			Accounts Payable	Marzano, Peter	\$500.00		
	Invoice		Date	Description		Amount			
	100		05/13/2017	Quarryman Challenge race photography		\$500.00			
15934	05/22/2017	Open			Accounts Payable	Menards	\$396.25		
	Invoice		Date	Description		Amount			
	6069		05/08/2017	parking sign stakes, maint supplies		\$209.48			
	5709		05/02/2017	maint supplies		\$176.79			
	5836		05/04/2017	PW building supplies		\$9.98			
15935	05/22/2017	Open			Accounts Payable	Municipal Collections of America, Inc.	\$290.56		
	Invoice		Date	Description		Amount			
	17-04-01LELOR2		05/01/2017	Apr 2017 fees		\$175.06			
	17-04-01LEPAR2		05/01/2017	Apr 2017 fees		\$115.50			
15936	05/22/2017	Open			Accounts Payable	Napa Auto Parts	\$55.13		
	Invoice		Date	Description		Amount			
	629781		05/09/2017	filters		\$55.13			
15937	05/22/2017	Open			Accounts Payable	NiCor Gas	\$261.97		
	Invoice		Date	Description		Amount			
	17/05-2000 8		05/01/2017	37-54-52-2000 8 well #3		\$63.29			
	17/05-2382 4		05/01/2017	88-84-93-2382 4 glens of connemara l/s		\$25.93			
	17/05-0043 0		05/11/2017	69-22-85-0043 0 ruffled fthrs l/s		\$67.47			
	17/05-1000 5		05/15/2017	84-38-99-1000 5 chestnut crossing l/s		\$24.71			
	17/05-2000 4		05/03/2017	04-46-52-2000 4 well #4		\$52.29			
	17/05-20008		05/10/2017	85-71-20-20008 keepataw trails l/s		\$28.28			
15938	05/22/2017	Open			Accounts Payable	Novotny Engineering	\$25,953.64		
	Invoice		Date	Description		Amount			
	17130-1		05/18/2017	Lot 32 Woodglen		\$162.00			
	16342-10		05/15/2017	2016 Plan Reviews		\$275.00			
	16359-1		05/08/2017	12614 Thronberry Dr		\$162.00			
	16052-1		05/15/2017	WOW Fiber Optic Plans		\$468.00			
	16052-2		05/15/2017	WOW Fiber Optic Plans		\$238.50			
	04305-15		05/08/2017	PZC Case #2007.34 Crosssing Creek		\$162.00			
	05382-34		05/08/2017	Glens SD Punch List PZC Case #2005-12		\$324.00			
	06028-71		05/08/2017	General Engineering Services		\$324.00			
	12387-22		05/08/2017	Outside Services-all professional services		\$1,029.00			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	13237-19		05/08/2017		Outside Services-all professional services		\$150.00		
	14267-13		05/09/2017		McCarthy Road Bike Path-Shared Use		\$5,730.89		
	14405-10		05/08/2017		Lemont Nursing & Rehab. Expansion		\$972.00		
	15065-5		05/08/2017		St. Alphonsus Parking Lot		\$162.00		
	15109-11		05/08/2017		The Estates of Montefiore		\$81.00		
	15135-11		05/08/2017		Seven Oaks Townhomes		\$162.00		
	15161-7		05/08/2017		508 Illinois Street PUD		\$81.00		
	15202-7		05/08/2017		Equestrian Meadows Subdivision		\$243.00		
	15203.10		05/08/2017		Dunkin Donuts on 127th St.		\$162.00		
	16344-2		05/08/2017		Hartz Construction Lemont Parcel Assemblage		\$162.00		
	16553-2		05/08/2017		PZC CASE #1995.07 Keepataw Trails Punchlist		\$81.00		
	16580-4		05/08/2017		Vistancia Subdivision (Case 16-10)		\$1,342.00		
	17052-1		05/08/2017		327 Logan St.		\$162.00		
	17155-1		05/08/2017		15052 West 131st Street		\$243.00		
	17172-1		05/08/2017		6th St. & McCarthy Road Subdivision		\$81.00		
	17185-1		05/08/2017		12767 Derby Pines Subdivision		\$162.00		
	17188-1		05/08/2017		PZC CASE 17-03 UDO Amendments		\$162.00		
	02115-66		05/08/2017		NPDES phase 2		\$462.00		
	17153-1		05/08/2017		IEPA combined sewer overflow permit		\$243.00		
	17035-2		05/08/2017		2017 MFT engineering		\$181.50		
	16368-5		05/08/2017		I&M Canal South Bridge Plaza		\$804.00		
	16457-3		05/08/2017		2017 watermain replacement		\$10,736.75		
	15333-2		05/08/2017		Derby Rd over Pine Needles Dr bridge repair		\$243.00		
15939	05/22/2017	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$230.00		
	Invoice		Date		Description	Amount			
	1010052730		05/02/2017		post offer drug screen & physical	\$115.00			
	1010052672		05/02/2017		post offer drug screen & physical	\$115.00			
15940	05/22/2017	Open			Accounts Payable	Office Depot	\$91.05		
	Invoice		Date		Description	Amount			
	923485472001		04/26/2017		sorter	\$11.12			
	923483449001		04/26/2017		office supplies	\$79.93			
15941	05/22/2017	Open			Accounts Payable	Parry, Mona	\$11.90		
	Invoice		Date		Description	Amount			
	201721		05/15/2017		commission for art work sold	\$11.90			
15942	05/22/2017	Open			Accounts Payable	PCM/TigerDirect Business	\$2,917.98		
	Invoice		Date		Description	Amount			
	B03184040101		05/11/2017		computer equipment	\$152.88			
	B01864830101		03/09/2017		Microsoft Licenses	\$2,765.10			
15943	05/22/2017	Open			Accounts Payable	Porter Lee Corp	\$882.00		
	Invoice		Date		Description	Amount			
	18769		04/01/2017		Annual Support - Beast Evidence System	\$882.00			
15944	05/22/2017	Open			Accounts Payable	Rag's Electric	\$1,000.00		
	Invoice		Date		Description	Amount			
	4827-1704		04/30/2017		17GM street light maintenance	\$1,000.00			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15945	05/22/2017	Open			Accounts Payable	Rainbow Printing	\$203.85		
	Invoice		Date	Description		Amount			
	412524		05/15/2017	Outside Services-other		\$47.90			
	412510		05/15/2017	Outside Services-other		\$155.95			
15946	05/22/2017	Open			Accounts Payable	Ruettiger, Tonelli and Associates, Inc.	\$10,275.00		
	Invoice		Date	Description		Amount			
	17-03		03/17/2017	Feb 2017 reviews and inspections		\$865.00			
	17-05		05/08/2017	Apr 2017 reviews and inspections		\$5,005.00			
	17-04		04/11/2017	Mar 2017 reviews and inspections		\$4,405.00			
15947	05/22/2017	Open			Accounts Payable	S. B. Friedman & Company	\$1,808.86		
	Invoice		Date	Description		Amount			
	57.16-4		12/15/2016	prep and attend 11/15/16 JRB meeting		\$1,808.86			
15948	05/22/2017	Open			Accounts Payable	Shaw Media	\$1,053.32		
	Invoice		Date	Description		Amount			
	041710074589		04/30/2017	Village Ad		\$314.00			
	041710074590		04/30/2017	legal notices		\$739.32			
15949	05/22/2017	Open			Accounts Payable	Sobol, Shirley, A	\$3.50		
	Invoice		Date	Description		Amount			
	201724		05/15/2017	commission for art work sold		\$3.50			
15950	05/22/2017	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	98173		04/30/2017	Apr 2017 adjudication		\$1,000.00			
15951	05/22/2017	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$8,074.50		
	Invoice		Date	Description		Amount			
	201704		04/30/2017	Apr 2017 reviews and inspections		\$8,074.50			
15952	05/22/2017	Open			Accounts Payable	Tee Jay Service Company	\$396.00		
	Invoice		Date	Description		Amount			
	144093		05/03/2017	VH door maint		\$210.00			
	143966		05/03/2017	PD door maint		\$186.00			
15953	05/22/2017	Open			Accounts Payable	TigerDirect, Inc.	\$840.27		
	Invoice		Date	Description		Amount			
	L81783200106		10/28/2015	computer equip		\$606.92			
	L28693760104		09/15/2015	computer equipment		\$233.35			
15954	05/22/2017	Open			Accounts Payable	Total Parking Solutions Inc.	\$320.00		
	Invoice		Date	Description		Amount			
	103842		05/04/2017	parking terminal receipt paper		\$320.00			
15955	05/22/2017	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$110.00		
	Invoice		Date	Description		Amount			
	021443		05/04/2017	hydrant setter		\$110.00			
15956	05/22/2017	Open			Accounts Payable	Urban Forest Management, Inc.	\$1,087.50		
	Invoice		Date	Description		Amount			
	170438		05/11/2017	review and report - East St Townhomes		\$72.50			
	170439		05/11/2017	review and report		\$145.00			
	170440		05/11/2017	review and report		\$362.50			
	170437		05/11/2017	trees planted		\$290.00			
	170441		05/11/2017	review and report - St Al's Parking Lot		\$72.50			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	170442		05/11/2017			review and report	\$145.00		
15957	05/22/2017	Open			Accounts Payable	Velisaris, Georgia	\$42.00		
	Invoice		Date	Description		Amount			
	201725		05/15/2017	commission for art work sold		\$42.00			
15958	05/22/2017	Open			Accounts Payable	Verizon Wireless	\$44.68		
	Invoice		Date	Description		Amount			
	9785072387		05/03/2017	685282853-00001		\$44.68			
15959	05/22/2017	Open			Accounts Payable	Vulcan Materials	\$137.84		
	Invoice		Date	Description		Amount			
	137.84		05/09/2017	stone		\$137.84			
15960	05/22/2017	Open			Accounts Payable	Weather Seal-Nusash of Kankakee	\$2,000.00		
	Invoice		Date	Description		Amount			
	2016-00000823		05/16/2017	refund clean up deposit - 1286 Woburn Dr		\$1,000.00			
	2016-00000963		05/02/2017	refund clean up deposit - 12775 Tullamore Ln		\$1,000.00			
15961	05/22/2017	Open			Accounts Payable	Akita, James	\$200.00		
	Invoice		Date	Description		Amount			
	2017		05/17/2017	Outside Services-events		\$200.00			
15962	05/22/2017	Open			Accounts Payable	Diversions Three Lakes, LLC	\$310.42		
	Invoice		Date	Description		Amount			
	519		05/11/2017	Quarryman Challenge award plaques		\$310.42			
15963	05/22/2017	Open			Accounts Payable	Favela, Emisael	\$50.00		
	Invoice		Date	Description		Amount			
	2017		05/13/2017	Quarryman Challenge race award		\$50.00			
15964	05/22/2017	Open			Accounts Payable	Guerrero, Angelica	\$50.00		
	Invoice		Date	Description		Amount			
	2017		05/13/2017	Quarryman Challenge race award - 1st Place Masters		\$50.00			
15965	05/22/2017	Open			Accounts Payable	Kouba, Nora	\$125.00		
	Invoice		Date	Description		Amount			
	17-05-12		05/12/2017	refund for returned Metra permits 0419, 0594		\$125.00			
15966	05/22/2017	Open			Accounts Payable	Miller, Stephanie	\$50.00		
	Invoice		Date	Description		Amount			
	2017		05/13/2017	Quarryman Challenge race award		\$50.00			
15967	05/22/2017	Open			Accounts Payable	Parker, Allison	\$200.00		
	Invoice		Date	Description		Amount			
	2017		05/13/2017	Quarryman Challenge race award - 1st Place		\$200.00			
15968	05/22/2017	Open			Accounts Payable	Power Home Remodeling Group	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00000032		05/16/2017	refund clean up deposit - 1265 Camelot Ln		\$1,000.00			
15969	05/22/2017	Open			Accounts Payable	Rockytown Properties Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000962		05/11/2017	refund clean up deposit - 1596 Ashbury Dr		\$1,000.00			
15970	05/22/2017	Open			Accounts Payable	Lemont House Restaurant	\$600.00		
	Invoice		Date	Description		Amount			
	17-05-11		05/11/2017	refund of amount overpaid for liquor license		\$600.00			

Payment Register

From Payment Date: 5/9/2017 - To Payment Date: 5/22/2017

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15971	05/22/2017	Open			Accounts Payable	Machacek, Meg	\$100.00		
	Invoice 2017		Date	Description			Amount		
			05/08/2017	reimbursement - part-time Wellness Benefit			\$100.00		
15972	05/22/2017	Open			Accounts Payable	Maton, Marc	\$47.11		
	Invoice 17-04-06		Date	Description			Amount		
			04/06/2017	reimbursement - Fitness Tracker repair			\$47.11		
Type Check Totals:							90 Transactions	\$421,324.98	
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$421,324.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$421,324.98	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$421,324.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$421,324.98	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$421,324.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$421,324.98	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$421,324.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$421,324.98	\$0.00

TO: Mayor John Egofske
Village Board of Trustees

FROM: Ralph Pukula, Public Works Director

SUBJECT: Commonwealth Edison Company Utility Easement along the I&M Canal Reserve Strip

DATE: 05/22/17

SUMMARY/ BACKGROUND

Commonwealth Edison Company is requesting a utility easement along the North side of the I&M Canal to relocate utility poles on the South side that are no longer accessible due to development of Townhomes and Condominiums. The pin numbers are as follows:

101 Stephen Street, Lemont, Illinois 60439 (22-20-401-012)
400 Stephen Street, Lemont, Illinois 60439 (22-20-401-013)
14801 Main Street, Lemont, Illinois 60439 (22-21-100-029)

ANALYSIS

2014 Strategic Plan.

STAFF RECOMMENDATION

Approval of Resolution granting a utility easement to Commonwealth Edison Company.

BOARD ACTION REQUESTED

Approval of Resolution granting the utility easement to Commonwealth Edison Company.

ATTACHMENTS

- Resolution granting Commonwealth Edison a utility easement.
- Exhibit A Contract.
- Exhibit B legal description.

Resolution No. _____

A Resolution Approving a Utility Easement Agreement with Commonwealth Edison Company

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to enter into a Utility Easement Agreement (“Agreement”) with Commonwealth Edison Company, a copy of which is attached as Exhibit A and incorporated in its entirety;

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

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

Section Two: The President and/or Village Administrator are authorized to execute the Agreement and to make minor changes to the document prior to execution 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 22nd day of May, 2017.

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
UTILITY EASEMENT AGREEMENT WITH
COMMONWEALTH EDISON COMPANY

GRANT OF EASEMENT

The Grantor(s) VILLAGE OF LEMONT, AN ILLINOIS MUNICIPAL CORPORATION, in consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby give (s) and grant (s) to COMMONWEALTH EDISON COMPANY, an Illinois Corporation, its licensees, successors and assigns, an easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate, and remove from time to time, poles, wires, cables, conduits, manholes, transformers, pedestals and other facilities used in connection with overhead and underground

transmission and distribution of electricity, sounds and signals, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given, in, over, under, across, along and upon the surface of property situated in Sections 20 & 21, Township 37 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois, described below. No structures or obstructions shall be placed over Grantee's facilities or in, upon or over the Easement Area by Grantor without prior written consent of the Grantee. After installation of any facilities by Grantee, the grade of the property shall not be altered in a manner so as to interfere with the operation and maintenance thereof.

THE EASEMENT AREA HEREBY GRANTED SHALL CONSIST OF A TEN (10) FOOT WIDE EASEMENT AS DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" UPON THE GRANTOR'S PROPERTY LEGALLY DESCRIBED ON EXHIBIT "B", BOTH EXHIBITS ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY ADDRESS: 101 Stephen Street, Lemont, Illinois 60439 (22-20-401-012)
400 Stephen Street, Lemont, Illinois 60439 (22-20-401-013)
14801 Main Street, Lemont, Illinois 60439 (22-21-100-029)

P.I.N. 22-20-401-012 22-20-401-013 and 22-21-100-029

Complete the Appropriate Acknowledgment on Page 2 Hereof

The Grantor represents and warrants to the Grantee that Grantor is the true, lawful and sole owner of the Property and has full right and power to grant and convey the rights conveyed herein.

This easement is binding upon and shall inure to the benefits of the heirs, successors, assigns, and licensees of the parties hereto.

For Corporate or Trust Signature

IN WITNESS WHEREOF, the Grantor (s) VILLAGE OF LEMONT, AN ILLINOIS MUNICIPAL CORPORATION, has caused this instrument to be executed on its behalf and its corporate seal to be affixed hereto this day ____ of _____, 2017.

By: _____

ATTEST: _____

(_____ President) (Trust Officer)

Village Clerk

If grantor is a corporation or trust, complete the following:

State Of _____)

County Of _____)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____, (_____ President) (Trust Officer) of the VILLAGE OF LEMONT, AN ILLINOIS MUNICIPAL CORPORATION, and _____, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and said Village Clerk then and there acknowledged that he/she, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/her free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL this day ____ of _____ 2017.

My Commission Expires

Notary Public

This Instrument was prepared by:
Jerome J. Kuempel on behalf of
Commonwealth Edison Company




After recording, please return to:
Joseph Kuempel
Commonwealth Edison Company
Real Estate & Facilities – 4th Floor
Three Lincoln Center
Oakbrook Terrace, Illinois 60181

EASEMENT EXHIBIT

P.I.N. 22-20-401-012
22-20-401-013
22-21-100-029

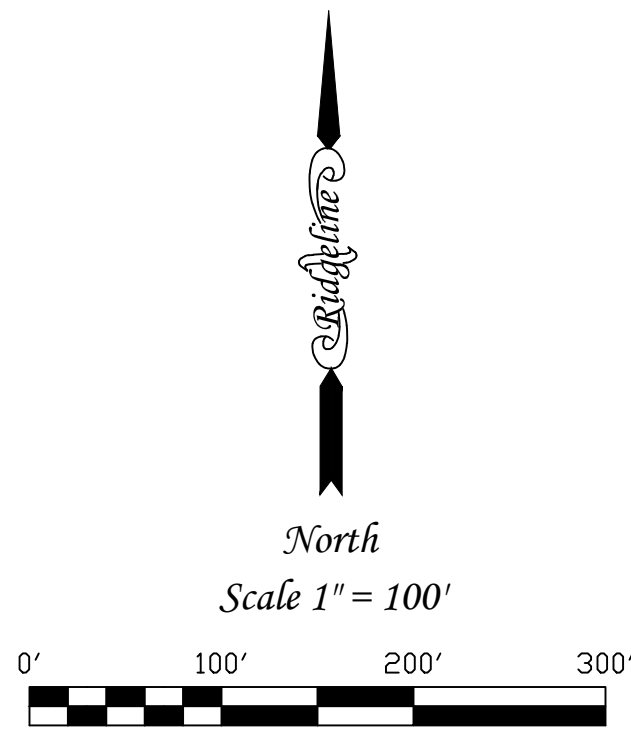
EXHIBIT "A"

LINE TYPE LEGEND

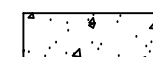
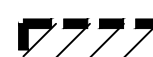
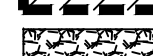

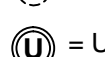
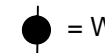
CENTERLINE OF PROPOSED OVERHEAD WIRES = 
 FENCE = 
 CENTERLINE OF OVERHEAD WIRES = 

NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- THIS EXHIBIT IS BASED ON INFORMATION NOTED IN WHEATLAND TITLE GUARANTY COMPANY'S TITLE COMMITMENT NO. COM-2017CO-14901.0 DATED APRIL 24, 2017.
- ALL UTILITIES MAY NOT BE SHOWN. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- ALL BEARINGS SHOWN HEREON ARE MEASURED TO SHOW ANGULAR RELATIONSHIP AND ARE NOT BASED ON ANY KNOWN BEARING SYSTEM.
- ALL PROPOSED WOOD POLE LOCATIONS ALONG THE NORTHERLY SIDE OF THE GRAVEL PATH ARE 10.0 FEET NORTHERLY OF THE NORTHERLY EDGE OF THE PATH.



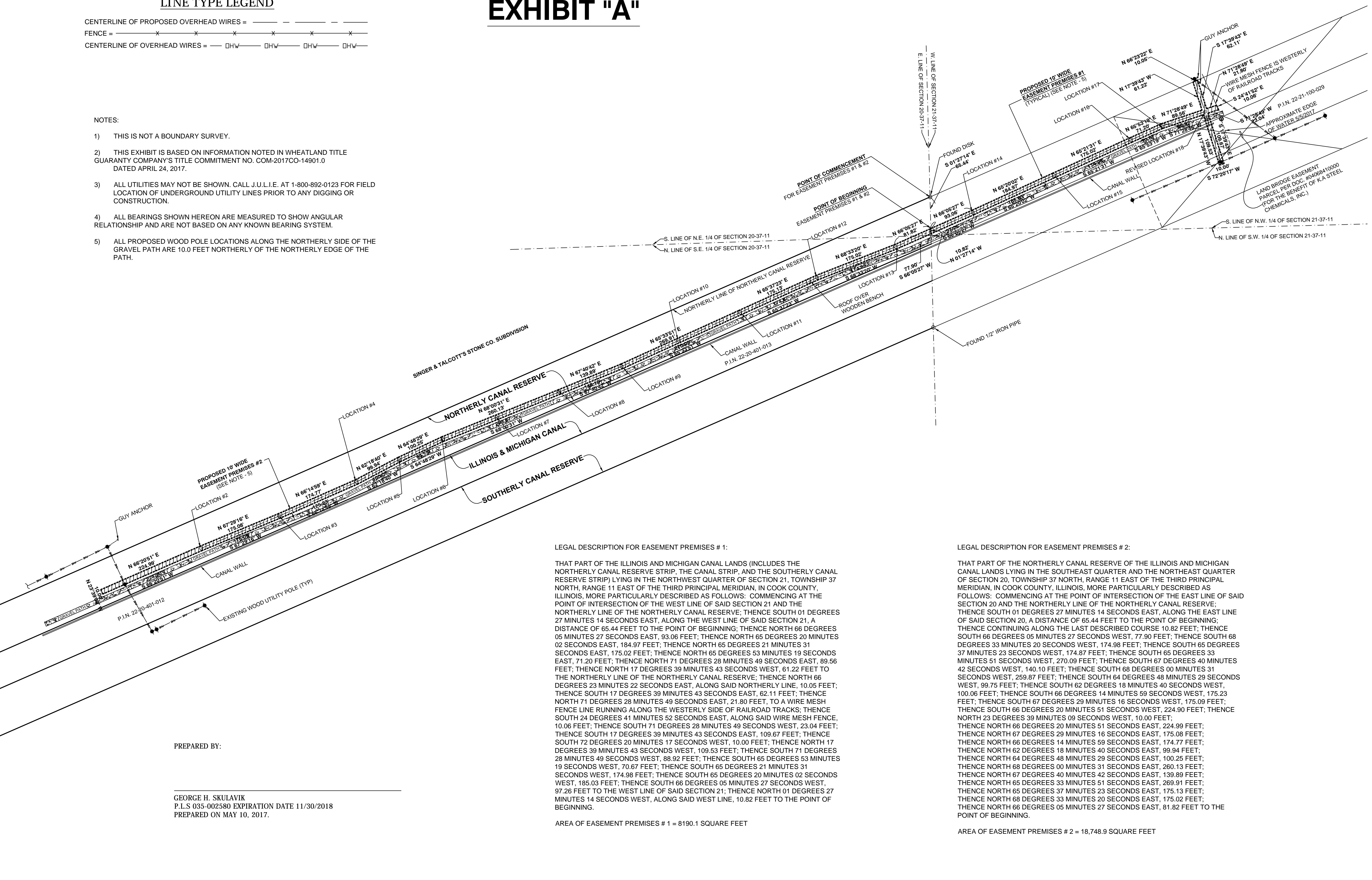
SYMBOL LEGEND

-  = CONCRETE
-  = PROPOSED EASEMENT PREMISES
-  = GRAVEL
-  = PROPOSED WOOD UTILITY POLE LOCATION
-  = UNKNOWN MANHOLE
-  = WOOD POWER POLE

ABBREVIATION LEGEND

- E = EAST
- (M) = MEASURED DISTANCE
- N = NORTH
- R.O.W. = RIGHT OF WAY
- S = SOUTH
- W = WEST

STEPHEN STREET
(66' R.O.W.)



LEGAL DESCRIPTION FOR EASEMENT PREMISES # 1:

THAT PART OF THE ILLINOIS AND MICHIGAN CANAL LANDS (INCLUDES THE NORTHERLY CANAL RESERVE STRIP, THE CANAL STRIP, AND THE SOUTHERLY CANAL RESERVE STRIP) LYING IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION 21 AND THE NORTHERLY LINE OF THE NORTHERLY CANAL RESERVE; THENCE SOUTH 01 DEGREES 27 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 65.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 05 MINUTES 27 SECONDS EAST, 93.06 FEET; THENCE NORTH 65 DEGREES 20 MINUTES 02 SECONDS EAST, 184.97 FEET; THENCE NORTH 65 DEGREES 21 MINUTES 31 SECONDS EAST, 175.02 FEET; THENCE NORTH 65 DEGREES 53 MINUTES 19 SECONDS EAST, 71.20 FEET; THENCE NORTH 71 DEGREES 28 MINUTES 49 SECONDS EAST, 89.56 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 43 SECONDS WEST, 61.22 FEET TO THE NORTHERLY LINE OF THE NORTHERLY CANAL RESERVE; THENCE NORTH 66 DEGREES 23 MINUTES 22 SECONDS EAST, ALONG SAID NORTHERLY LINE, 10.05 FEET; THENCE SOUTH 17 DEGREES 39 MINUTES 43 SECONDS EAST, 62.11 FEET; THENCE NORTH 71 DEGREES 28 MINUTES 49 SECONDS EAST, 21.80 FEET, TO A WIRE MESH FENCE LINE RUNNING ALONG THE WESTERLY SIDE OF RAILROAD TRACKS; THENCE SOUTH 24 DEGREES 41 MINUTES 52 SECONDS EAST, ALONG SAID WIRE MESH FENCE, 10.06 FEET; THENCE SOUTH 71 DEGREES 28 MINUTES 49 SECONDS WEST, 23.04 FEET; THENCE SOUTH 17 DEGREES 39 MINUTES 43 SECONDS EAST, 109.67 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 17 SECONDS WEST, 10.00 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 43 SECONDS WEST, 109.53 FEET; THENCE SOUTH 71 DEGREES 28 MINUTES 49 SECONDS WEST, 88.92 FEET; THENCE SOUTH 65 DEGREES 53 MINUTES 19 SECONDS WEST, 70.67 FEET; THENCE SOUTH 65 DEGREES 21 MINUTES 31 SECONDS WEST, 174.98 FEET; THENCE SOUTH 65 DEGREES 20 MINUTES 02 SECONDS WEST, 185.03 FEET; THENCE SOUTH 66 DEGREES 05 MINUTES 27 SECONDS WEST, 97.26 FEET TO THE WEST LINE OF SAID SECTION 21; THENCE NORTH 01 DEGREES 27 MINUTES 14 SECONDS WEST, ALONG SAID WEST LINE, 10.82 FEET TO THE POINT OF BEGINNING.

AREA OF EASEMENT PREMISES # 1 = 8190.1 SQUARE FEET

LEGAL DESCRIPTION FOR EASEMENT PREMISES # 2:

THAT PART OF THE NORTHERLY CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL LANDS LYING IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SECTION 20 AND THE NORTHERLY LINE OF THE NORTHERLY CANAL RESERVE; THENCE SOUTH 01 DEGREES 27 MINUTES 14 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 65.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE 10.82 FEET; THENCE SOUTH 66 DEGREES 05 MINUTES 27 SECONDS WEST, 77.90 FEET; THENCE SOUTH 68 DEGREES 33 MINUTES 20 SECONDS WEST, 174.98 FEET; THENCE SOUTH 65 DEGREES 37 MINUTES 23 SECONDS WEST, 174.87 FEET; THENCE SOUTH 65 DEGREES 33 MINUTES 51 SECONDS WEST, 270.09 FEET; THENCE SOUTH 67 DEGREES 40 MINUTES 42 SECONDS WEST, 140.10 FEET; THENCE SOUTH 68 DEGREES 00 MINUTES 31 SECONDS WEST, 259.87 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 29 SECONDS WEST, 99.75 FEET; THENCE SOUTH 62 DEGREES 18 MINUTES 40 SECONDS WEST, 100.06 FEET; THENCE SOUTH 66 DEGREES 14 MINUTES 59 SECONDS WEST, 175.23 FEET; THENCE SOUTH 67 DEGREES 29 MINUTES 16 SECONDS WEST, 175.09 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 51 SECONDS WEST, 224.90 FEET; THENCE NORTH 23 DEGREES 39 MINUTES 09 SECONDS WEST, 10.00 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 51 SECONDS EAST, 224.99 FEET; THENCE NORTH 67 DEGREES 29 MINUTES 16 SECONDS EAST, 175.08 FEET; THENCE NORTH 66 DEGREES 14 MINUTES 59 SECONDS EAST, 174.77 FEET; THENCE NORTH 62 DEGREES 18 MINUTES 40 SECONDS EAST, 99.94 FEET; THENCE NORTH 64 DEGREES 48 MINUTES 29 SECONDS EAST, 100.25 FEET; THENCE NORTH 68 DEGREES 00 MINUTES 31 SECONDS EAST, 260.13 FEET; THENCE NORTH 67 DEGREES 40 MINUTES 42 SECONDS EAST, 139.89 FEET; THENCE NORTH 65 DEGREES 33 MINUTES 51 SECONDS EAST, 289.91 FEET; THENCE NORTH 65 DEGREES 37 MINUTES 23 SECONDS EAST, 175.13 FEET; THENCE NORTH 68 DEGREES 33 MINUTES 20 SECONDS EAST, 175.02 FEET; THENCE NORTH 66 DEGREES 05 MINUTES 27 SECONDS EAST, 81.82 FEET TO THE POINT OF BEGINNING.

AREA OF EASEMENT PREMISES # 2 = 18,748.9 SQUARE FEET

PREPARED BY:

GEORGE H. SKULAVIK
P.L.S. 035-002580 EXPIRATION DATE 11/30/2018
PREPARED ON MAY 10, 2017.

ComEd A Exelon Company
 RUSSELL WAID DILLON
 SURVEYING SERVICES
 ONE LINCOLN CENTRE / 13TH FLOOR
 OAKBROOK TERRACE, IL. 60181 (06-SE003)
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Ridgeline
 CONSULTANTS
 CONSULTING ENGINEERS
 LAND SURVEYORS
 PROFESSIONAL DESIGN FIRM NO. 184-004766

RIDGELINE CONSULTANTS
 1661 AUCUTT ROAD
 MONTGOMERY, IL. 60538
 (630)-801-7927

REVISIONS	
NO.	DESCRIPTION

APP'V'D BY: **SLS**
 CHK'D BY: **SLS**

EASEMENT EXHIBIT ALONG ILLINOIS MICHIGAN CANAL, LEMONT
 PART OF SECTIONS 20 & 21 ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

OFFICE: GHS	FIELD: JD	CAD: TLC	CONTRACT NO.: 1157026	ORDER NO.: 17-179	SHT. NO. 1 OF 1
DWG. NO.: 2017-0167	ELEC. FILE: EXHIBIT	DATE: MAY 9, 2017	SCALE: 1" = 100'		

EXHIBIT B
LEGAL DESCRIPTION

EXHIBIT "B"
(GRANTOR'S PROPERTY)

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 20 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO WIT:

THAT PART OF THE ILLINOIS AND MICHIGAN CANAL AND ITS RESERVES LOCATED IN SECTIONS 14, 15, 19, 20, 21, 22, AND 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK AND DUPAGE COUNTIES, ILLINOIS, EXTENDING NORTHEASTERLY FROM THE WILL-COOK COUNTY LINE BEING THE WEST LINE OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, TO THE SOUTH LINE OF THE CALUMET-SAG CHANNEL IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK AND DUPAGE COUNTIES, ILLINOIS, EXCEPT THOSE PORTIONS CONVEYED TO THE UNITED STATES OF AMERICA BY QUIT CLAIM DEED, DATED APRIL 15, 1957, UNDER THE PROVISIONS OF SENATE BILL NO. 88, SEVENTIETH GENERAL ASSEMBLY, APPROVED MARCH 21, 1957, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE ILLINOIS AND MICHIGAN CANAL AND ITS NINETYFOOT (90') RESERVE STRIPS SITUATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF FRACTIONAL SECTION 15, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY AND THE WEST ONE-HALF (W1/2) OF FRACTIONAL SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE AND COOK COUNTIES, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT PART OF SAID CANAL AND ITS RESERVES EXTENDING SOUTHWESTERLY FROM THE NORTH WALL OF THE CALUMET-SAG CHANNEL TO A LINE DRAWN SOUTHEASTERLY AT RIGHT ANGLES TO THE SOUTH WALL OF THE CHICAGO SANITARY AND SHIP CANAL FROM A POINT 1316.4 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID WALL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 AS PRODUCED WEST, AS MEASURED ALONG SAID WALL.

AND ALSO, THE NORTHERLY 120 FEET OF SAID CANAL AND ITS RESERVES EXTENDING SOUTHWESTERLY FROM A LINE DRAWN SOUTHEASTERLY AT RIGHT ANGLES, TO THE SOUTH WALL OF THE CHICAGO SANITARY AND SHIP CANAL, FROM A POINT 1316.4 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID WALL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14 AS PRODUCED WEST, MEASURED ALONG SAID WALL: TO A LINE DRAWN SOUTHEASTERLY AT RIGHT ANGLES TO THE AFORESAID SOUTH WALL, FROM A POINT 66.39 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID WALL WITH THE AFORESAID SOUTH LINE AS PRODUCED WEST, MEASURED ALONG SAID WALL. SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS. EXCEPT ANY PART THEREOF LYING IN ANY ROADS OR STREETS, AND EXCEPT ANY PART OF SAID CANAL LANDS IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20 LYING SOUTH OF THE NORTH LINES OF SENFFNER SUBDIVISION, BERRINGTON'S ADDITION TO THE TOWN OF ATHENS, AND HERBERT NORTON'S ADDITION TO LEMONT (EXTENDED SOUTHWESTERLY TO THE WEST LINE OF SAID WEST 1/2)

PERMANENT TAX NUMBER(S): 22-20-401-012: 22-20401-013: 22-21-100-029

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

SUBJECT: A Resolution Approving Lease Agreement with MWRD for Safety Village
DATE: May 19, 2017

SUMMARY/ BACKGROUND

On May 1, 1997 the Village of Lemont entered into a lease agreement with the Metropolitan Water Reclamation District (MWRD) for utilization of MWRD owned property in which the Safety Village resides. The existing lease was for a twenty year period and expires May 31, 2017. The Village is desirous of entering a new 39 year lease for the property. As long as the use remains consistent with MWRD policy and the Village does not generate revenue, the fee owed to MWRD will be nominal.

The lease requires the premises to be used and controlled by a public entity for a public purpose. The approved utilization of the facility per the lease agreement includes public and community meetings and activities. In the future, the Village is desirous of utilizing the space for public recreational purposes such as a visitor center promoting the I&M Canal trail system and the Heritage Quarry Recreational Area (HQRA) and other similar purposes. These proposed future uses are all listed as permitted uses in the lease agreement.

RECOMMENDATION

Staff recommends entering into a new lease agreement with MWRD for the continued utilization of district property.

ATTACHMENTS

- Resolution Approving Lease Agreement
- Lease Agreement with attached survey

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to approve the Resolution Authorizing a Lease Agreement with MWRD

Resolution No. _____

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

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

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

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

DOCUMENT PREPARED BY AND AFTER
RECORDING, RETURN TO:

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

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

This space reserved for recorder's use only.

REV. 4-20-17

LEASE AGREEMENT
(Governmental Form)

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

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES LEASED

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

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

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

1.02 TERM OF LEASE

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

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

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

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

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

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

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

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

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

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

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

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

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

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

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

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

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

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

- C. In addition, the Lessee shall pay all administrative and legal costs incurred by the Lessor in collecting any arrearage in rent**

including, but not limited, to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

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

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

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

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

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

3.04 WAIVER OF COUNTERCLAIM

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

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES

UPON EXPIRATION OF NOTICE

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

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

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

imposed upon the Demised Premises estate hereby created and upon the reversionary estate in said Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to the Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

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

3.08 PROHIBITED USES AND ACTIVITIES

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

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

The Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to the Lessor in as good condition as when said build-

ings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises including aboveground and belowground storage tanks and restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of the Lease. Lessee agrees to remove any and all asbestos contained on Demised Premises, prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. Three hundred sixty (360) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements on the Demised Premises shall be demolished. Lessee will, upon receipt of three hundred sixty (360) days advance written notice, demolish at Lessee's sole cost and expense, the improvements identified by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease Agreement.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS NO WAIVER

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

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee agrees that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the

right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of the Lessee, or failure of the Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee.

3.12 RIGHT TO MORTGAGE LEASEHOLD PREMISES INTEREST

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

thereof showing such payment within thirty (30) days after such received bills shall have been received by Lessee.

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

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

3.14 NO NUISANCE PERMITTED

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

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

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

3.16 LESSEE SHALL ABIDE BY LAW

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

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become lia-

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

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

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

4.03 INSURANCE

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

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

and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Demised Premises)
in the amount of not less than \$4,000,000.0 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements
located on the premises

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

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

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

and

ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination

**of Easement Premises)
in the amount of not less than \$4,000,000.00
per Occurrence.**

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

4.04 INSURANCE ON IMPROVEMENTS

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

4.05 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

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

4.06 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that the Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. The Lessee, however, shall have the right in the name of the Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless the Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to the Lessor to be applied as herein provided.

4.07 APPLICATION OF INSURANCE PROCEEDS

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

4.08 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by the Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then the Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by the Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that the Lessor shall not be required to pay such insurance money so collected until the Executive Director of the Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by the Lessor to the contractor or contractors employed by the Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Executive Director of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee accompanied by waiver of lien and release as the work of repairing, restoring or

rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent the Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

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

4.10 EXCESS INSURANCE PROCEEDS

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

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

- A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the Demised Premises as same may affect Lessee's use and enjoyment of the Demised Premises.**

- B. The Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in the Lessee's approved development plans for the Demised Premises, the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the Demised Premises.**
- C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.**
- D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through Corporate Use Reserve Area and below the lowest elevation of Lessee's approved development plan for the Demised Premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said Demised Premises as may be necessary in the opinion of the Executive Director of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere with Lessee's use of the Demised Premises.**

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

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

- E. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee for any loss, cost or expense which the Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on the Demised Premises, or by any other work which the Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.**
- F. The Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:**
- (1) In the event that the Demised Premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or**
 - (2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or**
 - (3) In the event that said relocation or removal is required for the corporate purposes of the District.**

Absent exigent circumstances, such relocation or removal shall be commenced within three hundred sixty (360) days after notice thereof in writing is served upon the Lessee and diligently prosecuted to the conclusion.

- G. If any time in the future, any portions of the Demised Premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Executive Director of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Lessee shall surrender possession of such part of the Demised**

Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee by said Executive Director.

- H. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across the Demised Premises. Any such construction shall be located as determined by the Executive Director of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the Demised Premises.**
- I. The Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.**
- J. It is agreed by and between the parties hereto that the Lessee shall submit to the Executive Director of the Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.**
- K. The Lessor reserves to itself the right of access to the N/A Channel as well as right of access to the Demised Premises for inspection by the Lessor and its duly accredited agents at all times, and**

for such surveys or any other purposes as the Executive Director of the Lessor may deem necessary.

- L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

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

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

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

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

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

Technology	Quantity	Unit	Design Retention Capacity (gallons)
Rain Gardens	100	sq. ft.	200

Native Plants/Landscaping	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

The volume control storage to be provided shall equal the capture of 1-inch of runoff from the impervious surfaces located or to be located on the Demised Premises or 5,000 gallons per leased acre, whichever results in a greater amount of retention. In lieu of, or in addition to, Lessee installing green infrastructure on its leasehold with the District, and subject to the same retention standards enunciated above, Lessee can, and is encouraged to, design, implement, operate, and maintain green infrastructure on other lands owned by Lessee. The responsibility for ongoing maintenance and operation shall be borne exclusively by Lessee, and shall be a covenant running with the land where the off-site green infrastructure is provided for the duration of the Lease.

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

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

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

District properties, whether located in Cook County (including the city of Chicago) or other counties in the state of Illinois.

Lessee shall provide the District with an annual certification, due on each anniversary of the date of this Lease, attesting that approved green infrastructure has been properly maintained. The certification shall be made on a form prepared by the District. Failure to maintain approved green infrastructure, whether pertaining to the Demised Premises or locations off-site, throughout the term of this Lease, or failure to properly and accurately certify to the maintenance of approved green infrastructure, shall be grounds for termination of this Lease by the District. Similarly, providing untrue or inaccurate information in the "Green Infrastructure Program" form shall likewise be grounds for termination of this Lease by the District. The District reserves the right to inspect the Demised Premises throughout the duration of this Lease to verify approved green infrastructure has been properly installed and maintained. The District further reserves the right to require Lessee to amend its green infrastructure plan, even if previously approved by the District. Should such an amendment or subsequent amendments be requested by the District, Lessee shall thereafter, within a reasonable amount of time, install green infrastructure in conformity with the District's request(s).

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

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

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

6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within N/A _____ () year(s) of the effective date of this Lease. All of said buildings and improvements shall be completed within N/A _____ () year(s) of the effective date of the Lease. In the event said improvements are not completed or construction is not

commenced as provided above, then the Lessor may at its option terminate this Lease upon giving ninety (90) days' notice, in writing, to the Lessee.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order, ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

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

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

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

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

7.02 RIGHT TO DECLARE LEASE TERMINATED

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

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

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

7.04 ABANDONMENT

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

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

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

assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 NO ASSIGNMENT OR SUBLEASE

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

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee/sublessee and deliver to Lessor original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to assignment or sublease.

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

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

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

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

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

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

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

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

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

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

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

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

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

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent

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

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

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

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

8.05 PUBLIC SERVICE PROMOTIONAL SIGNAGE

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

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

8.06 TREE MITIGATION

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

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

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

9.02 CONDITION OF PREMISES AND IMPROVEMENTS NOT WARRANTED

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

9.03 MODIFICATION OF IMPROVEMENTS

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

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

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

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

- A. "Environmental Laws" shall mean all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:
- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;
 - (2) all requirements pertaining to the protection of employees or the public from exposure to Haz-

ardous Materials or injuries or harm associated therewith; and

- (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA)(42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec, 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec, 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq., the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. "Hazardous Materials" shall mean:

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, urea formaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;
- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;

- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;**
- (5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;**
- (6) any materials, waste, chemicals and substances, whether solid, liquid or gaseous in nature, now or hereafter defined, listed, characterized or referred to in any Environmental Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar designations;**
- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or**
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.**

C. "Phase I Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised**

Premises, review of the Demised Premises' permit and enforcement history (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. "Phase II Environmental Assessment" shall mean:

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.**

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

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

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

10.03 USE OF PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

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

action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Lease Agreement, the Lessee indemnifies, exonerates, and holds the Lessor and its officers, officials, Commissioners, employees, and agents ("Indemnified Parties") free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought),, including reasonable attorney's fees, costs and disbursements, incurred by the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of Lessee's activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which the Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of the Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable under any Environmental Laws, Lessee's obligation to Lessor under this indemnity shall be without regard to fault on the part of the Lessee with respect to the violation of law which results in liability to Lessor.**
- B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or expense, the Lessee shall give immediate written notice of the same to the Lessor, and Lessee shall attend to the defense of the same and**

save and keep harmless the Indemnified Parties from all expense, attorney's fees, costs, disbursements and liabilities in any manner growing out of, pertaining to or connected therewith.

- C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessee may seek recovery from any responsible third party.
- D. Notwithstanding anything here to the contrary, Lessee's obligations under this Section 10.05 shall not apply to any actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred due to any Indemnified Party's own negligence or willful misconduct based upon an affirmative act of such party. This exclusion does not extend to allegations of negligence or willful misconduct based upon an alleged failure to act, inspect, or supervise.

10.06 SITE RESTORATION/REMEDATION BOND (ENVIRONMENTAL)

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

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:

- (1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or**
 - (2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.**
- B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.**
- C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.**
- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of the Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.**
- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. "Environmental Lien" means a lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.**
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.**
- G. Except as disclosed on Attachment C hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting**

potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.

- H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA *(This provision applicable only to occupants/tenants seeking a new lease for the same property).**
- I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electromagnets and cable, containing PCBs.**
- J. Within 60 days after execution of the Lease, the Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.**
- K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.**
- L. The Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which notice shall include any drawings, plans and specifications thereof, at least 30 days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds \$10,000.00.**
- M. In the event Lessee installs subsurface utilities, Lessee shall be responsible to install "plugs" of compacted impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site**

environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface or subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

- N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.**

10.08 DEFAULT (ENVIRONMENTAL)

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

- A. The Demised Premises are listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.**
- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.**
- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.**
- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a ma-**

terial adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

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

- A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws, keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;**
- (2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;**
- (3) Provide notice to the Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.**
- B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.**
- C. Provide such information that Lessor may reasonably request from time to time to determine compliance by the Lessee with this Article.**
- D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one year prior to the expiration of the Lease.**

10.10 COMPLIANCE (ENVIRONMENTAL)

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

- A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every fifth anniversary of the execution of this Lease and submit the written report to the Lessor within 90 days after each fifth anniversary. Unless the District requests otherwise, on the tenth anniversary, and each five-year anniversary thereafter for the term of the Lease, Lessee may provide to the District an assessment supplementing the Phase I Environmental Assessment provided to the District on the previous five-year anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at Lessee's expense, to obtain a Phase II Environmental Assessment with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within 120 days of Lessor's request for same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all environmental laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.**
- B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.**
- C. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the Lease at Lessor's election.**
- D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by the Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.**

- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void.**
- F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to the Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to the Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:**
- (1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;**
 - (2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;**
 - (3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;**
 - (4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials;**
 - (5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county,**

regional or local authority, (the "Authorities"), and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and

(6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.

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

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to the Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and the Lessee's compliance with the representations and warranties previ-

ously set forth in this Lease. After review of the written report, Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.

- B.** Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Leased Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as the Lessor, in its sole discretion, determines is necessary to protect its interests.

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

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

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

**By: _____
Frank Avila
Chairman of Committee on Finance**

ATTEST:

Jacqueline Torres, Clerk

VILLAGE OF LEMONT

By: _____

Title: _____

ATTEST

By: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

Notary Public

My Commission expires:

Head Assistant Attorney

Acting General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee _____

Insurance _____

Bond _____

TO: Village Board Members
FROM: Mayor John Egofske

SUBJECT: A Resolution Approving an Amendment to the Employment Agreement
Between the Village of Lemont and George J. Schafer for Position of
Village Administrator

DATE: May 19, 2017

SUMMARY/ BACKGROUND

On June 24, 2013, the Village Board approved an employment agreement with the Village Administrator George Schafer. Coinciding with the Village President term, the employment agreement expired on May 1, 2017. I am recommending that Mr. Schafer's employment agreement be extended and amended, until terminated by either party. I have attached a two page Employment Agreement Amendment that amends the original agreement.

The changes to the original agreement include a new effective date and a new adjusted salary level that will still be in the lower quartile range for equivalent positions within Lemont's general comparable group. Mr. Schafer has earned all degrees and certifications generally required of his position and is an employee currently in good standing with the Village of Lemont. The amendment also revises the section regarding performance evaluation to include provisions for incentive compensation if Mr. Schafer meets or exceeds specific performance targets as established in the near future by the Mayor and Village Board, primarily in the areas of Financial Health/Savings and Economic Development.

All other employment terms and benefits will remain unchanged from the previous agreement.

RECOMMENDATION

I have asked the Village Administrator to place the Employment Agreement Amendment agenda item on the agenda for the Village Board Meeting on May 22, 2017. I am recommending the extension be approved at that meeting. If further discussion in closed session will be necessary before taking action on the employment agreement amendment, board members will have that option at the Village Board Meeting in executive session upon request.

ATTACHMENTS

- Resolution Approving an Amendment to the Employment Agreement and Amendment to Employment Agreement

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to approve the Resolution Approving the Employment Agreement Extension with a roll call vote

Resolution No. _____

A Resolution Approving an Amendment to the Employment Agreement Between the Village of Lemont and George J. Schafer for Position of Village Administrator

WHEREAS, pursuant to Section 2.12.010 of the Lemont, Illinois Municipal Code (“Code”), the President of the Village of Lemont (“Village”), with the advice and consent of the Village Board of Trustees, previously appointed George J. Schafer (“Schafer”) to serve as the Village Administrator pursuant to a certain employment agreement entitled “Employment Agreement Between the Village of Lemont and George J. Schafer for Position of Village Administrator” (“Agreement”); and

WHEREAS, the Agreement commenced July 1, 2013 and expired by its terms on May 1, 2017; and

WHEREAS, pursuant to Section 2.12.010 of the Code, the President desires to reappoint George J. Schafer as the Village Administrator, and to amend the terms and conditions of the Agreement to reflect said reappointment; and

WHEREAS, by execution of said amendment, the Village Board of Trustees does hereby consent to and approve such reappointment; and

WHEREAS, the Village desires to retain Schafer as Village Administrator as provided for in the Agreement, as hereinafter amended; and

WHEREAS, Employee desires to continue to serve as Village Administrator as provided for in the Agreement, as hereinafter amended; and

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 foregoing findings and recitals are hereby adopted as Section One of this Resolution and are incorporated by reference as if fully set forth herein.

SECTION TWO: The Amendment to the Employment Agreement Between the Village of Lemont and George J. Schafer for Position of Village Administrator (“Amendment”), attached hereto as Exhibit A and incorporated in its entirety by reference, is hereby approved.

SECTION THREE: The President is hereby authorized to execute the Amendment on behalf of the Village and to take all additional actions necessary to carry out this Resolution which do not materially alter the Village’s obligations hereunder.

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Ryan Kwasnewski	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Kenneth McClafferty	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOFSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

Amendment to the Employment Agreement Between the Village of Lemont and George J.
Schafer for Position of Village Administrator

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (“Amendment”) is made and entered into as of this 22nd day of May, 2017 (“Effective Date”), by and between the Village of Lemont, an Illinois municipal corporation (“Village” or “Employer”), and George J. Schafer, an individual (“Employee”), and amends, supplements and modifies the Employment Agreement Between the Village of Lemont and George J. Schafer for the Position of Village Administrator entered into between the Village and Employee effective July 1, 2013 (“Agreement”). Village and Employee are hereinafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.” Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

1. Section 2 is revised as follows:

This Agreement shall remain in full force and effect from May 22, 2017 and continue until terminated by either Party in accordance with this Agreement, including Section 10 or Section 12.

2. Section 4.A. is revised as follows:

A. Effective May 22, 2017, Employee’s annual base salary shall be increased to \$139,900 and shall be payable in installments at the same time that the other management employees of the Employer are paid.

3. Section 13 is hereby replaced to include the following paragraph

The Employer shall annually review the performance of the Employee subject to a process, form, criteria mutually agreed upon by the Employer and Employee as provided for in the Code. The Employee’s annual merit increase shall be subject to the final evaluation and be applied to the Employee’s base salary. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. Unless agreed upon by both parties, the evaluation should take place during the month of July each year. The Employee’s annual merit increase shall be subject to the results of the performance evaluation and shall be applied to the Employee’s annual base salary.

The Employer also agrees to consider paying Employee additional Performance Based Incentive Compensation if deemed earned by the Employer. This aspect of Employee’s compensation shall be performance driven and is not deemed to be a bonus, but rather an additional element of compensation in direct relation to meeting or exceeding specific key performance indicators as established by the Mayor and Village Board. Performance Based Incentive Compensation payments will not exceed 10% of his base salary and does not add to his base salary. The general priority areas of the Performance Based Incentive Compensation shall be in Financial Health and Savings & Economic Development.

4. Section 20.C. is revised as follows:

C. Effective Date. This Agreement shall become effective on May 22, 2017.

All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Amendment contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Amendment must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

VILLAGE OF LEMONT:

EMPLOYEE:

By: _____
John Egofske
Village President

By: _____
George J. Schafer

Date: _____

Date: _____