

Village of Lemont

Mayor

Brian K. Reaves

Village Clerk

Charlene Smollen

Administrator

George J. Schafer



Trustees

Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgilio

VILLAGE BOARD MEETING

July 25, 2016 – 7:00 PM

Village Hall – 418 Main Street

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes
 1. July 11, 2016 Village Board Meeting Minutes
 2. July 18, 2016 Village Board COW Meeting Minutes
 - B. Approval of Disbursements
 - C. A Resolution Authorizing the Order, Removal and Installation of Emergency Equipment for Police Vehicles
 - D. A Resolution Rescinding Resolution R-5-16 and Reauthorizing a Loan from the Water/Sewer Fund to the Gateway Property Acquisition Fund and the Gateway TIF Fund
- IV. Mayor's Report
 - A. Proclamation – LHS IHSA Class 3A Baseball State Champions
 - B. Audience Participation
- V. Clerk's Report
 - A. Correspondence

B. Ordinance

1. An Ordinance Approving the Real Estate Purchase and Sales Contract for 318-320 Canal Street (Administration)(Reaves)(Schafer)

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 or Probable or Imminent Litigation under Section 2(c)11
- Employment of an Employee under Section 2(c)1

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
July 11, 2016
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, July 11, 2016 at 7:00 p.m., with Mayor Brian Reaves presiding.

I. **PLEDGE OF ALLEGIANCE**

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

III. **CONSENT AGENDA**

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

A. Approval of Minutes

1. June 27, 2016 Village Board Meeting Minutes.

B. Approval of Disbursements.

C. Resolution R-41-16 Approving a Final Plat of Subdivision for a Property Located at 12150 Bell Road in Lemont, Illinois (Equestrian Meadows Phase 1).

D. Resolution R-42-16 Approving the Purchase of a One-Ton Truck with a Chassis Cab.

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

IV. **MAYOR'S REPORT**

A. The Mayor read a statement concerning the Cook County State's Attorney lawsuit against the Village of Lemont regarding annexation of properties from 20 years up to 6 year ago.

B. Kops N Kidz T-shirt Contest Winner was introduced.

C. Audience Participation – Mr. Burt Ercoli asked about contiguous annexations we have made in the past. With this being a legal case, information was not able to be discussed. The Mayor stated that at the time the properties were annexed, they were annexed in the way the law allowed them to be annexed.

V. Clerk's Report

A. Resolution

1. Resolution R-43-16 Authorizing Award of Contract 2016 Sanitary Sewer Cleaning and Televising. Motion by Blatzer, seconded by Sniegowski, to adopt said resolution. Roll call: Miklos, Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; 6 ayes. Motion passed.

- VI. Village Attorney Report
- VII. Village Administrator Report - We are working on finding an electronic recycling station that our residents can bring items to.
- VIII. Board Reports
- IX. Staff Reports
- X. Unfinished Business
- XI. New Business
- XII. Motion for Executive Session
Motion by Chialdikas, seconded by Miklos, to move into Executive Session(s) for the purpose of discussing under Chapter 5 ILCS Purchase or Lease or Real Property for the Use of the Village – Section 2(c)5 and Pending Litigation or Probable or Imminent Litigation – Section 2(c)11 of the Open Meetings Act. Roll Call: Miklos, Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; 6 ayes. Motion passed.
- XIII. Action on Closed Session Item – None
- XIV. Motion to Adjourn
There being no further business, a motion was made by Stapleton, seconded by Blatzer, to adjourn the meeting at 8:55 p.m. VV 6 ayes. Motion passed.

VILLAGE BOARD
Committee of the Whole Meeting Minutes
July 18, 2016 – 7:00 PM
Lemont Village Hall - 418 Main St. - Lemont, IL 60439

I. **Call to Order**

Mayor Reaves called the COW Meeting to Order at 7:00 p.m.

II. **Roll Call**

Present were Trustees, Blatzer, Chialdikas, Stapleton and Sniegowski. Miklos and Virgilio were absent. Also present, George Schafer, Charity Jones, Mark LaChappell, Marc Maton, Linda Molitor, Ralph Pukula and Chris Smith.

III. **Discussion Items**

A. **Gateway TIF Boundary Revisions and Site Marketing Update**

Previously discussed at the June 20 COW Meeting, Planning & Economic Development Director, Charity Jones, presented background information and how the Village could move forward with creating a new TIF. Since the current Gateway TIF is not generating any increments from the 2009 Gateway Tax Increment Finance, the position is the Village would create a new TIF which would only include the Village-owned parcels. At the request from the board at the previous COW meeting, it was determined by counsel that the impact on the property would be insignificant.

Staff recommendation is to move forward with the new TIF. Deleting the parcels requires a passed ordinance, and a public hearing for the ordinance.

The RFP for the redevelopment of the Rt. 83 & Main St. gateway closed and three were received; none met the exact requirements. Moving forward, it was proposed to meeting with all three and select no more than two to go through a complete proposal.

B. **5th Street Infrastructure and Variation Request**

Briefly discussed at the June 20 COW Meeting was the 5th Street property variance request. At that meeting, a special meeting was scheduled for Wednesday, July 13. Mayor Reaves, Trustee Sniegowski, staff and residents of 5th Street were in attendance.

Mr. Brennan previously applied for a building variance on his property. Through the review process, the Fire Department determined there is a lack of water for fire protection on 5th St., as the closest hydrant is on 4th and McCarthy. This creates a safety concern to the Fire Department.

Village staff has identified other parts in the Village that did not have utility service and/or have only sewer; this equates to approximately 80 parcels. With that being said, the proposal of Mr. Brennan's to build two homes on 5th Street and it being a private road is one issue, and the larger part of the issue is the other 80 parcels without utility service.

At the July 13 meeting, many of the residents on 5th Street gave input on, if we added water or widened the road, how that would affect their lifestyle on that road. Emails were received with suggested options. There is a petition out to subdivide Mr. Brennan's lots. Mr. Brennan has not gone to court to determine if he has legal rights to access to that property. This has not been established.

5th Street is a private road in which the Village plows in the winter and has Waste Management pickup.

Trustees that were not in attendance gave input prior to the meeting. Trustee Virgilio feels that she is in favor of granting a private well for the properties on 5th Street until Village water became readily available. At that time, the residents should be required to hook up to our services and cap their well.

Trustee Miklos felt that for fire protection safety the roads should be Village roads and maintained by the Village.

Some homeowners want to keep 5th Street as a private road that they said they would plow the snow and maintain it. If this was the case, it is possible that a Homeowners Association might have to be established. This is the only way the Village has in the past approved private roads. It is believed that all residences have to be part of the HOA, to prevent one person from not maintaining their area. This would need verification.

It was asked if there are other roads in the Village that are allowed this, and Ralph Pukula, Public Works Director, responded that he did not believe there were other private roads in which there is not a dedicated right of way.

It was also stated that there is a state law, once water is within a reasonable distance, you have to be hooked up to it, which is related to public safety.

If the Village were to run water specifically for 5th St., we would tap off 4th, and loop it to 5th Street, due to the cul-de-sacs, to the properties to have sewer service. At the time the sewers were put in, there was no access to water.

Moving forward, we cannot utilize MFT revenue for the road, and would not plow because of the private road status. Regardless if the homeowners were to maintain the road themselves, the Village would still need to obtain a dedicated right-of-way.

Trustee Blatzer asked if we ran water to the homes, would they be allowed to use their wells. Mayor Reaves answered that this would be up for discussion. When 4th Street was done, they were allowed to use well water to do irrigation and wash cars, things like that, and once the well was dry, they would have to cap it.

Resident Lori Barnett stated that Mr. Brennan blocked his right-of-way from McCarthy Road. The house on 5th & McCarthy is up for sale, and why doesn't he buy that house; he would then have access. She stated that Mayor Reaves said they would not be forced to take this water issue on, and were told we would have the option. She does not want public water due to the chemicals in the water. Construction is an issue; when the Village worked on the road the last time, they could not get to their house. Mrs. Barnett stated that the Village should leave the property line as is and leave the homeowners alone.

Phil Cullen stated he researched for recording documents regarding public access to that road. There is no public records. Mr. Brennan could not have gotten a building permit to build his first home in the first place if it was landlocked. Others are saying he landlocked the road.

John Ivancicts - 461 5th Street stated he has heard many comments and statements from other residents, as he was not able to attend the July 13 meeting. He said the residents on 5th Street do not even know what the proposal is from the Village. He stated that Mr. Brennan was told by the last board when he put in for a variance, that if he wants access to that property to buy a helicopter. He hasn't gone to court because he knows he is going to lose. Mr. Ivancicts asked what exactly is it that Mr. Cullen wants to do. How is it going to impact us? Show us some facts. If it benefits everyone, I'm sure those on 5th Street would look at it. It is hard to make a decision without seeing any proposal; He would like to see a proposal from the Village on all this.

Mayor Reaves stated that is what we are working on (the proposal).

Mr. Ivancicts, in relaying what he was told by other residents, said that if the Village is doing this because they need more revenue, then the Village should be more fiscally responsible. Responding to this comment, Mayor Reaves stated that the Village has been cutting expenses and has been and is fiscally responsible. Revenue is in regards to a water system as a whole in the Village.

Mayor Reaves continued, stating that the number one reason this issue is being looked into is because Fire Chief Rimbo is in charge of public safety. When Rimbo says that is an issue, when it comes to fighting fires and safety in the Village, then it is being revisited. When Mr. Brennan asked to put a home on this lot, it went to the review process and the Fire Department is part of that review. They put a statement in writing that it is a safety issue. It's not a question of getting a truck up and down the street; it's the ease of operating the truck and the safety. If our board deems something needs to be done about 5th Street, and our fact finding, due to the petition, we have 80 other homes we are trying to figure out what we are going to with as well. More discussion will take place on these other 80 properties.

Mayor Reaves continued, stating that first, we have a sewer line we have no easement over, we need to figure out how we get access to that. We have to televise all sewer lines as well,

and would be in violation of our responsibility to televise all sewers over a period of time because we are unable to televise that sewer as of now.

Trustee Chialdikas asked if there are other issues in town like this one. Ralph Pukula said he does not know of any other private roads, and Public Works has taken care of 5th St. as it was our road.

Resident Gerald Johnson stated that at a Village Board meeting several years ago with the Village's old attorney, the plowing on 5th Street was brought up. The attorney said the Village would be liable if they didn't plow the road. Jerry told them at that time it was a private road.

The Mayor spoke in regards to determining the steps that need to be taken to move forward with a plan. As far as the road, minimal action would need to be taken, seize to easement and discontinue maintenance. The homeowners would need to agree to establish a HOA. The Village needs to see if we could get a roadway easement. We have no dedicated easement on the existing sewer. If someone had to tie into our line, then that's an issue. At a minimum, we would need to seek easement.

Planning & Economic Development Director, Charity Jones, relayed the options moving forward. We could keep it as a private street, obtain public easement for the road or dedicated right-of-way.

Mayor Reaves asked if we can do anything immediate so we have ownership of the sewer line and that we need a utility agreement for the sewer line. He continued, stating we need to make a decision as a board - do we want private roads inside the Village limits. In addition he stated we need to:

- Obtain a legal opinion on the legality for the snow plowing.
- Take into consideration national weather events, coordinated with medical emergencies, and what that all entails.
- Evaluate water and utility customers for the entire system.
- Obtain an in-depth written quote cost estimate on 5th St.
- Obtain a site survey on where this water would go and the processes for that.
- Get preliminary engineering if, again we decide the road becomes a public road and how that affects the homeowners and lots.
- Determine how that cost affects the homeowners.

Mrs. Barnett said that if the Village does come in, you're taking the property from us, and I use the property across the street for parking. You're taking property away from us.

Mr. Brennan stated that when he bought property, he did not land lock himself; that he always had access to this lot on 5th St. - for 28 years. He used it and maintained it for 28 years. He stated he talked to his attorney and the attorney said: no one denied him use of

this road; they have to deny use of it before you can be denied of it; you can get a building permit; and it's up to the homeowners not the Village of Lemont. The residents can sue him.

In closing, Mayor Reaves said we will keep everyone informed on these issues.

- C. Montefiore – drainage issues – there is a meeting tomorrow.

IV. **Unfinished Business**

V. **New Business**

- A. IDOT - Clean Streets Bike Path – The Village requested specific items for the Main Street bike path, but IDOT denied our request. To comply they were putting a paved 6' shoulder, which is dangerous. They are not doing a "path" and not marking it and calling it, on the lines, a path for only experienced bikers. We would like to propose to have them work with us on this now, and not rip up the road again in three years. Staff will look into other options to get the project completed with more funding.
- B. Glens Connemara – At the request of one of the HOA's, they would like to meet with the Village to discuss the State's Attorney's lawsuit. This will be schedule with both HOA's and also with Kettering in early August.
- C. Food Trucks – Staff has received several requests to allow the expansion of food trucks. Staff is seeking direction from the Board if this should be further looked into before proceeding. Staff was directed to obtain information on what other towns in the area are doing.
- D. Safety Village – MWRD's Safety Village lease is up for renewal. The Village will move forward with obtaining a new lease.
- E. Birch Path – Issues were discussed.

VI. **Audience Participation** – Audience participation took place in the 5th Street discussion.

VIII. **Adjourn at 8:54 p.m.**

Payment Register

From Payment Date: 7/12/2016 - To Payment Date: 7/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
14335	07/25/2016	Open			Accounts Payable	5th Avenue Construction	\$6,500.00		
	Invoice		Date	Description		Amount			
	2015-00000513		07/06/2016	refund Clean Up Deposit - 12985 Dunmoor Dr		\$1,000.00			
	2015-00000513(T)		07/06/2016	refund Temp Occ Bond - 12985 Dunmoor Dr		\$500.00			
	2015-00000513(L)		07/06/2016	Landscape Bond		\$5,000.00			
14336	07/25/2016	Open			Accounts Payable	A-Creations, Inc.	\$48.60		
	Invoice		Date	Description		Amount			
	20651b		04/18/2016	balance due - t-shirts		\$48.60			
14337	07/25/2016	Open			Accounts Payable	AT&T Illinois	\$132.00		
	Invoice		Date	Description		Amount			
	16-07-9005		07/02/2016	126379005 - metra station internet		\$72.00			
	16-06-1261		06/30/2016	142021261 - Village Hall internet		\$60.00			
14338	07/25/2016	Open			Accounts Payable	Azavar Audit Solutions	\$2,272.57		
	Invoice		Date	Description		Amount			
	12074		07/01/2016	Jul 2016 utility audit		\$2,272.57			
14339	07/25/2016	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,000.00		
	Invoice		Date	Description		Amount			
	16-07-01		07/01/2016	June 2016 legal		\$2,000.00			
14340	07/25/2016	Open			Accounts Payable	Castletown Homes, Inc.	\$19,000.00		
	Invoice		Date	Description		Amount			
	2015-00000799		07/13/2016	refund Clean up deposit - 12614 Thornberry Dr		\$1,000.00			
	2015-00000569		07/18/2016	refund clean up deposit - 12605 Thornberry Dr		\$1,000.00			
	2015-00000569(T)		07/18/2016	refund Temp Occ Bond - 12605 Thornberry Dr		\$500.00			
	2015-00000569(L)		07/18/2016	refund Landscape Bond - 12605 Thornberry Dr		\$16,500.00			
14341	07/25/2016	Open			Accounts Payable	Chicago Parts Sound, LLC	\$93.00		
	Invoice		Date	Description		Amount			
	770306		07/06/2016	parts		\$46.08			
	760850		05/23/2016	parts		\$46.92			
14342	07/25/2016	Open			Accounts Payable	Chicago Street CCDD, LLC	\$720.00		
	Invoice		Date	Description		Amount			
	12457		06/30/2016	dumping fees		\$720.00			
14343	07/25/2016	Open			Accounts Payable	Circle Tractor	\$66.01		
	Invoice		Date	Description		Amount			
	01-193317		07/07/2016	Parts		\$66.01			
14344	07/25/2016	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	AUG 2016		06/05/2016	security camera maintenance		\$2,430.00			
14345	07/25/2016	Open			Accounts Payable	Comcast	\$221.35		
	Invoice		Date	Description		Amount			
	16-07-9805		07/04/2016	8771 20 147 0039805 v.h. cable/internet		\$221.35			
14346	07/25/2016	Open			Accounts Payable	Comcast	\$258.83		
	Invoice		Date	Description		Amount			
	16-07-2700		07/04/2016	8771 20 147 0042700 p.d. cable/internet		\$258.83			

Payment Register

From Payment Date: 7/12/2016 - To Payment Date: 7/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14347	07/25/2016	Open			Accounts Payable	ComEd	\$417.99		
	Invoice		Date	Description		Amount			
	16-07-0155		07/05/2016	1515080155 - street lights - 451 Talcott		\$19.65			
	16-07-3015		07/05/2016	0432203015 - street lights - 44 Stephen St		\$57.10			
	16-07-9011		07/05/2016	6534089011 - street lights - 411 Singer Ave Rear		\$218.58			
	16-07-2063		07/05/2016	1443022063 - street lights - KA Steel path		\$30.41			
	16-07-3016		07/07/2016	9338003016 - street lights - houston 1N schultz		\$19.83			
	16-07-0229		07/14/2016	0171030229 - street lights - athen knoll		\$23.98			
	16-07-4009		07/06/2016	0348764009 - street lights - 47 Stevens St		\$48.44			
14348	07/25/2016	Open			Accounts Payable	Compass Minerals America	\$8,371.31		
	Invoice		Date	Description		Amount			
	71501979		07/01/2016	softener salt		\$2,749.38			
	71501980		07/01/2016	softener salt		\$2,798.42			
	71501981		07/01/2016	softener salt		\$2,823.51			
14349	07/25/2016	Open			Accounts Payable	Constellation Energy Services Inc	\$30,796.78		
	Invoice		Date	Description		Amount			
	66738595		07/01/2016	IL-EL-1132881-0 - electricity - Jul 2016		\$30,796.78			
14350	07/25/2016	Open			Accounts Payable	Cook County Treasurer	\$11,227.91		
	Invoice		Date	Description		Amount			
	16-07-01 (1)		07/12/2016	22-13-302-005-0000 2015 2nd installment-12775 Main St		\$11,227.91			
14351	07/25/2016	Open			Accounts Payable	Cook County Treasurer	\$3,354.24		
	Invoice		Date	Description		Amount			
	16-07-01 (2)		07/01/2016	22-22-100-001-0000 2015 2nd installment-1090 Hermes Ave		\$3,354.24			
14352	07/25/2016	Open			Accounts Payable	Cook County Treasurer	\$1,017.17		
	Invoice		Date	Description		Amount			
	16-07-01 (3)		07/01/2016	22-33-207-006-0000 2015 2nd installment-12721 Jane Ave		\$1,017.17			
14353	07/25/2016	Open			Accounts Payable	DiMeo Brothers, Inc.	\$70,771.97		
	Invoice		Date	Description		Amount			
	15053-5SF		07/14/2016	Bell Rd Utility Ext to McCarthy Rd		\$70,771.97			
14354	07/25/2016	Open			Accounts Payable	DuPage Mayors and Managers Conference	\$80.00		
	Invoice		Date	Description		Amount			
	9548		06/27/2016	Meeting		\$80.00			
14355	07/25/2016	Open			Accounts Payable	Dynegy Energy Services LLC	\$2,899.82		
	Invoice		Date	Description		Amount			
	153917616061		06/30/2016	GMCVLG1004 - Jun 2016		\$2,899.82			
14356	07/25/2016	Open			Accounts Payable	Emergency Services Marketing Corp Inc	\$305.00		
	Invoice		Date	Description		Amount			
	16-07-11		07/11/2016	Membership IAR		\$305.00			
14357	07/25/2016	Open			Accounts Payable	FedEx	\$25.42		
	Invoice		Date	Description		Amount			
	5-479-37323		07/13/2016	shipping - AJ		\$25.42			

Payment Register

From Payment Date: 7/12/2016 - To Payment Date: 7/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14358	07/25/2016	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$6,445.00		
	Invoice		Date	Description		Amount			
	16342-1		07/08/2016	Jun 2016 reviews and inspections		\$6,445.00			
14359	07/25/2016	Open			Accounts Payable	Galls, LLC	\$133.94		
	Invoice		Date	Description		Amount			
	005594594		06/22/2016	uniform - JRT		\$133.94			
14360	07/25/2016	Open			Accounts Payable	Great Southwest Recreation, LLC	\$1,147.49		
	Invoice		Date	Description		Amount			
	16-07-15		07/15/2016	Aug 2016 payment		\$1,147.49			
14361	07/25/2016	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$3,201.94		
	Invoice		Date	Description		Amount			
	2013429		07/05/2016	I.T. Support		\$1,280.00			
	2013432		07/12/2016	I.T. Support		\$1,921.94			
14362	07/25/2016	Open			Accounts Payable	Hoppy's Landscaping	\$4,775.00		
	Invoice		Date	Description		Amount			
	6763		07/11/2016	emergency repair		\$4,775.00			
14363	07/25/2016	Open			Accounts Payable	Illinois Law Enforcement Alarm System	\$120.00		
	Invoice		Date	Description		Amount			
	DUES5972		07/01/2016	2016 annual membership renewal		\$120.00			
14364	07/25/2016	Open			Accounts Payable	Inkwell, Ltd.	\$185.81		
	Invoice		Date	Description		Amount			
	70763		07/15/2016	office supplies, copy paper		\$185.81			
14365	07/25/2016	Open			Accounts Payable	Lina Embroidery	\$270.00		
	Invoice		Date	Description		Amount			
	E11064		07/05/2016	polo shirts - staff		\$270.00			
14366	07/25/2016	Open			Accounts Payable	M/I Homes of Chicago	\$24,000.00		
	Invoice		Date	Description		Amount			
	2015-00000963		07/06/2016	refund Clean up Deposit - 13741 Kettering Pkwy		\$1,000.00			
	2015-00000963(L)		07/06/2016	refund Landscape Bond - 13741 Kettering Pkwy		\$5,000.00			
	2015-00001018(L)		07/13/2016	refund Landscape Bond - 13355 Bond Ln		\$5,000.00			
	2015-00001018		07/13/2016	refund Clean Up Deposit - 13355 Bond Ln		\$1,000.00			
	2015-00000415(L)		07/13/2016	refund Landscape Bond - 13361 Kettering Blvd		\$5,000.00			
	2015-00000415		07/13/2016	refund Clean up deposit - 13361 Kettering Blvd		\$1,000.00			
	2015-00001031		07/13/2016	refund Clean up deposit - 13710 Buchanan Dr		\$1,000.00			
	2015-00001031(L)		07/13/2016	refund Landscape Bond - 13710 Buchanan Dr		\$5,000.00			
14367	07/25/2016	Open			Accounts Payable	Mailfinance	\$1,380.00		
	Invoice		Date	Description		Amount			
	N6020842		07/04/2016	Copier Lease		\$1,380.00			
14368	07/25/2016	Open			Accounts Payable	Menards	\$501.06		
	Invoice		Date	Description		Amount			
	87033		06/13/2016	Painting Supplies		\$126.90			
	87253		06/17/2016	dehumidifier - well 4		\$199.99			
	88016		06/29/2016	sewer repair supplies		\$113.80			
	87254		06/17/2016	maintenance supplies - oil		\$12.99			

Payment Register

From Payment Date: 7/12/2016 - To Payment Date: 7/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	88145		07/01/2016		maintenance supplies		\$47.38		
14369	07/25/2016	Open			Accounts Payable	Motorola Solutions - Starcom21 Network	\$340.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	241315312016		07/01/2016		7120AA2		\$340.00		
14370	07/25/2016	Open			Accounts Payable	Napa Auto Parts	\$481.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	604305		06/24/2016		parts		\$51.56		
	604661		06/28/2016		parts		\$28.44		
	604648		06/28/2016		parts		\$202.36		
	602012		06/03/2016		3.5T lo-pro serv jac		\$199.00		
14371	07/25/2016	Open			Accounts Payable	NiCor Gas	\$72.58		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16/07-2000 6		07/11/2016		69-98-10-2000 6 oak tree ln l/s		\$23.30		
	16/07-2000 8		07/14/2016		74-12-00-2000 8 harpers grove l/s		\$25.38		
	16/07-4722 3		07/14/2016		91-25-56-4722 3 eagle ridge l/s		\$23.90		
14372	07/25/2016	Open			Accounts Payable	North East Multi-Regional Training Inc	\$500.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	209173		07/11/2016		6/27/16-7/1/16 training - NP		\$500.00		
14373	07/25/2016	Open			Accounts Payable	Office Revolution	\$1,260.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	88800		05/13/2016		bal due on order 125941		\$1,260.00		
14374	07/25/2016	Open			Accounts Payable	OfficeMax Incorporated	\$54.11		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	239329		07/06/2016		VH office, breakroom supplies		\$54.11		
14375	07/25/2016	Open			Accounts Payable	Proven Business Systems, LLC	\$887.30		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	323795		07/05/2016		V.H. Canon copier usage		\$887.30		
14376	07/25/2016	Open			Accounts Payable	Quantum Marketing, LLC	\$65.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19505		06/21/2016		printing - keane		\$65.00		
14377	07/25/2016	Open			Accounts Payable	Quill Corporation	\$99.96		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7133492		07/05/2016		toner cartridge		\$99.96		
14378	07/25/2016	Open			Accounts Payable	Rag's Electric	\$1,533.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4827-1606		06/30/2016		Jun 2016 Lemont Rd Bridge lighting		\$1,000.00		
	20798		06/21/2016		rooftop unit repair		\$533.00		
14379	07/25/2016	Open			Accounts Payable	Rainbow Printing	\$2,886.45		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	411941		07/05/2016		color copy paper		\$75.00		
	411949		07/07/2016		Cutting		\$15.00		
	411889		04/04/2016		Comp Plan Printing		\$2,197.50		
	411923		06/28/2016		letterhead printing - new logo		\$598.95		

Payment Register

From Payment Date: 7/12/2016 - To Payment Date: 7/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14380	07/25/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$2,798.98		
	Invoice		Date	Description		Amount			
	1638263-IN		07/06/2016	uniforms - DT		\$547.60			
	1638466-IN		07/06/2016	uniforms - FL		\$542.60			
	1637151-IN		06/28/2016	uniforms - RR		\$78.98			
	1640446-IN		07/15/2016	weapons & ammunition		\$1,629.80			
14381	07/25/2016	Open			Accounts Payable	Shaw Media	\$433.92		
	Invoice		Date	Description		Amount			
	061610074590		06/30/2016	legal notices		\$433.92			
14382	07/25/2016	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	94095		06/30/2016	Jun 2016 Administrative Hearings		\$1,000.00			
14383	07/25/2016	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$63.94		
	Invoice		Date	Description		Amount			
	7-10ma16		07/01/2016	July 2016 plotter usage		\$50.00			
	7-1818mr		07/12/2016	6/1/16-7/1/16 plotter usage		\$13.94			
14384	07/25/2016	Open			Accounts Payable	Stoller International	\$53.94		
	Invoice		Date	Description		Amount			
	P14207		07/06/2016	parts		\$53.94			
14385	07/25/2016	Open			Accounts Payable	Surefire Auto Parts	\$11.87		
	Invoice		Date	Description		Amount			
	461961		06/27/2016	vehicle maintenance supplies		\$11.87			
14386	07/25/2016	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$4,874.62		
	Invoice		Date	Description		Amount			
	201606		07/12/2016	Jun 2016 reviews and inspections		\$4,874.62			
14387	07/25/2016	Open			Accounts Payable	Total Parking Solutions Inc.	\$320.00		
	Invoice		Date	Description		Amount			
	103506		07/01/2016	Supplies		\$320.00			
14388	07/25/2016	Open			Accounts Payable	Tressler, LLP	\$32,348.68		
	Invoice		Date	Description		Amount			
	372938		06/14/2016	Legal Notices		\$2,805.00			
	372933		06/30/2016	Legal services		\$10,326.57			
	372937		06/14/2016	Legal services		\$19,217.11			
14389	07/25/2016	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$657.00		
	Invoice		Date	Description		Amount			
	015962		07/07/2016	repair parts		\$439.00			
	016155		07/11/2016	repair parts		\$218.00			
14390	07/25/2016	Open			Accounts Payable	United Laboratories Inc	\$573.51		
	Invoice		Date	Description		Amount			
	INV159266		07/01/2016	parts		\$573.51			
14391	07/25/2016	Open			Accounts Payable	V & N Concrete Products, Inc.	\$161.00		
	Invoice		Date	Description		Amount			
	30289		06/29/2016	sewer repair supplies		\$161.00			

Payment Register

From Payment Date: 7/12/2016 - To Payment Date: 7/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14392	07/25/2016	Open			Accounts Payable	Verizon Wireless	\$112.70		
	Invoice		Date	Description		Amount			
	9768107183		07/12/2016	685282853-00001		\$112.70			
14393	07/25/2016	Open			Accounts Payable	Vulcan Materials	\$1,405.34		
	Invoice		Date	Description		Amount			
	31192818		06/28/2016	stone		\$1,405.34			
14394	07/25/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$28.99		
	Invoice		Date	Description		Amount			
	3119279-0		07/08/2016	office supplies		\$28.99			
14395	07/25/2016	Open			Accounts Payable	Water Resources Inc.	\$3,785.90		
	Invoice		Date	Description		Amount			
	30672		06/29/2016	water meters		\$3,785.90			
14396	07/25/2016	Open			Accounts Payable	Garcia, Paulette	\$1,555.96		
	Invoice		Date	Description		Amount			
	16-07-18		07/18/2016	reimbursement - Sam's, Target purchases for Kops N Kidz		\$1,555.96			
14397	07/25/2016	Open			Accounts Payable	Smollen, Charlene	\$174.06		
	Invoice		Date	Description		Amount			
	16-07-17		07/17/2016	reimbursement - meals, lodging for MCI Seminar		\$174.06			
14398	07/25/2016	Open			Accounts Payable	Art Logistics	\$1,000.00		
	Invoice		Date	Description		Amount			
	2015-00001076		07/06/2016	refund Clean up deposit - 13065 Main St		\$1,000.00			
14399	07/25/2016	Open			Accounts Payable	Rock Solid Hardscapes Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000164		07/18/2016	refund clean up deposit - 13664 Anne Dr		\$1,000.00			
14400	07/25/2016	Open			Accounts Payable	The Roofing Annex DBA The Shake Guys	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000354		07/13/2016	refund Clean up deposit - 20 Loblolly Ct		\$1,000.00			
Type Check Totals:							\$266,710.38		
66 Transactions									
EFT									
192	07/25/2016	Open			Accounts Payable	Southwest Agency for Health Management	\$99,233.98		
	Invoice		Date	Description		Amount			
	2017-00000304		07/20/2016	Aug 2016 health & dental premiums		\$99,233.98			
Type EFT Totals:							\$99,233.98		
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	\$266,710.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	66	\$266,710.38	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 7/12/2016 - To Payment Date: 7/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	1	\$99,233.98	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	1	\$99,233.98	\$0.00	
<hr/>									
		All			Status	Count	Transaction Amount	Reconciled Amount	
					Open	67	\$365,944.36	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	67	\$365,944.36	\$0.00	
<hr/>									
Grand Totals:					Checks				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	66	\$266,710.38	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	66	\$266,710.38	\$0.00	
					EFTs				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	1	\$99,233.98	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	1	\$99,233.98	\$0.00	
					All				
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	67	\$365,944.36	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	67	\$365,944.36	\$0.00	

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: Chief Marc R. Maton

Through: Village Administrator George Schafer

Subject: Authorization to Order, Remove and Install Emergency Equipment for Police Vehicles

Date: 07-25-16

BACKGROUND/HISTORY:

The Police Department is scheduled to purchase four (4) new Ford Interceptor Policy utility vehicles and one (1) Ford Taurus Administrative Vehicle to replace a portion of the current fleet as a part of the FYI 16-17 budget. Approval for the purchase has been granted through resolutions R-34-16 and R-35-16. Upon receipt of the vehicles, installation of after-market equipment is necessary for the vehicles to be functional. Items such as lights, sirens, other emergency equipment and transport cages need to be added to make patrol vehicles operational.

ANALYSIS:

As part of the multiyear capital plan and the Fleet Plan, the Police Department is rotating aging and high mileage vehicles from the fleet. The Department strategy revolves around determining when the cost per mile driven accelerates and repair costs exceed a reasonable level compared to the cost of a new vehicle. That is the optimal method of establishing a fleet rotation plan for vehicles driven in public safety.

The Village of Lemont Purchasing Authority Policy and Procedures require competitive bidding for purchases exceeding \$20,000. This purchase is an annual repetitive purchase and Emergency Vehicle Technologies of Mokena, IL has installed equipment in previous Ford vehicles deployed by Lemont PD and is familiar with the installation requirements and is the preferred vendor.

Emergency Vehicle Technologies, the Lemont Police Department's preferred vendor, has quoted the removal of existing equipment from four (4) vehicles, the purchase of some new equipment and the installation of equipment into the five (5) new vehicles, at \$34,071.89.

STAFF RECOMMENDATION:

Staff recommends authorization to order and install aftermarket equipment, including removal of existing equipment from rotated vehicles. Staff recommends waiving the bid process to utilize the preferred vendor.

BOARD ACTION REQUIRED:

Approval at the upcoming Village Board Meeting.

ATTACHMENTS:

Quote from Emergency Vehicle Technologies
Proposed Resolution

Resolution No. _____

A Resolution Authorizing the Order, Removal and Installation of Emergency Equipment for Police Vehicles

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

WHEREAS, it has become necessary for the Village of Lemont (“Village”) to replace and upgrade certain vehicles for the Police Department; and

WHEREAS, Village staff obtained quotes for the necessary equipment from Emergency Vehicle Technologies, a preferred vendor; and

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

WHEREAS, upon receipt and review of the quote submitted, the President and Village Board have determined that it is advisable, necessary and in the best interests of the Village to waive the formal necessities of competitive bidding and accept the quote submitted by Emergency Vehicle Technologies at a price not to exceed **\$34,071.89**; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the interest of the Village to authorize the order for this service.

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

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

SECTION TWO: The Village Board hereby waives the competitive bidding requirements otherwise applicable to the purchase of services and accepts the quotes submitted

by EV Tech for the service and purchase of the necessary equipment at a price not to exceed \$34,071.89 for this service.

SECTION THREE: The Village Administrator, or his designee, is also hereby authorized to make payment to Emergency Vehicle Technologies, upon delivery of the service, in an amount not to exceed \$34,071.89 for the delivered service and to take any other steps necessary to carry out this Resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 25th day of July, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk



Emergency Vehicle Technologies
 9910 W. 190th Street
 Unit E
 Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1912

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
PI Utility	08-1 to 16-1

Terms
Net 30

Qty	Description	Price Each	Total
1	Code 3 21TR Lightbar w/LED Takedowns & Alley Lights, Red/Blue w/Amber Arrowsitck	800.00	800.00
1	Nova MicroDash Pre-Emption Strobe	195.95	195.95
2	Code 3 MR6 Light head surface mount, Red/Blue ^^ Grill lights ^^	84.95	169.90
1	S/O Solid State headlight flasher	49.95	49.95
2	Code 3 MR6 multi mount light head, White ^^ Headlights ^^	89.95	179.90
1	100N Series Speaker Bracket (only) for the Ford PI Utility 2016+ - Bumper Mount	29.95	29.95
1	S/O 100N Series composite Speaker	195.00	195.00
1	F/S Rumbler brackets for Ford PI Utility 2016 +	44.95	44.95
1	F/S RUMBLER Low-Freq Siren System	595.95	595.95
1	S/O 400-Series nERGY Siren/Lighting Controller (Knob Console) ^^ Siren equipment ^^	395.00	395.00
2	S/O Dual Deck / Grill mount nForce, Red / Blue ^^ 1/4 windows ^^	224.95	449.90
2	S/O Ghost LED Split Red/Blue, 12V ^^ Rear hatch ^^	84.95	169.90
2	S/O Undercover LED Corner Strobe, Blue	89.95	179.90
2	S/O Undercover LED Corner Strobe, Red ^^ Tail and reverse lights ^^	89.95	179.90
1	Jotto/Patriot 2013-C Ford PI Utility Space Creator/Recessed Panel Partiton w/Safety Wire Sliding Window	695.00	695.00

Total

Signature

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net



Emergency Vehicle Technologies
 9910 W. 190th Street
 Unit E
 Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1912

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
PI Utility	08-1 to 16-1

Terms
Net 30

Qty	Description	Price Each	Total
1	PTS 2012-C Ford PI Utility Prisoner Transport Seat, Factory Seat Belts w/Metal Wire Screen (Price Includes Oversized Item S&H)	995.00	995.00
1	Ford PI Utility (2016+) Max Depth Contour Console	395.00	395.00
1	Rear Hinged Armrest, Max Depth Console for PI Utility 16+	95.00	95.00
1	Jotto Cup Holder for Ford Police Interceptor Sedan/Utility Equipment Consoles, ABS Plastic	44.95	44.95
1	Lund 2011-C Ford Explorer/Ford PI Utility Passenger Seat Pole Base	144.95	144.95
1	Lund 9' Pole w/Medium Adjustable Upper	144.95	144.95
1	Lund Tilt Swivel Assembly for Computer Mount	74.95	74.95
1	AC/DC Ignition Sensing Delay Timer	89.95	89.95
1	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	54.95	54.95
1	Laird UHF 3dB Antenna w/Spring, Black	49.95	49.95
2	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	69.90
2	Mini-UHF Connector	4.95	9.90
1	Antenna Plus Puck Antenna w/GPS Receiver for Verizon PCS/LTE & WiFi, Threaded Mount (Black)	349.95	349.95
1	S/O Universal White Incad/Red LED Dome Light	64.95	64.95
3	Magnetic Mic Single Unit	34.95	104.85
1	T/P 7' Gooseneck Dual Mic Clip Holder	74.96	74.96
1	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	150.00	150.00

Total

Signature

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net



Emergency Vehicle Technologies

9910 W. 190th Street

Unit E

Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1912

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
PI Utility	08-1 to 16-1

Terms
Net 30

Qty	Description	Price Each	Total
1	Strip Equipment from CVPI patrol vehicle. . Remove computer docking station from 06-5. Install above listed equipment plus customer supplied video system, radar and equipment removed from 08-1 and 06-5.	2,495.00	2,495.00

THANK-YOU for Considering Emergency Vehicle Technologies for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total	\$9,740.31
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Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net



Emergency Vehicle Technologies
 9910 W. 190th Street
 Unit E
 Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1913

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
PI Utility	09-1 & 2 to 16-2 & 3

Terms
Net 30

Qty	Description	Price Each	Total
1	Nova MicroDash Pre-Emption Strobe	195.95	195.95
2	Code 3 MR6 Light head surface mount, Red/Blue	84.95	169.90
1	Code 3 Grille Bracket (pair), PI Utility 2016- ^^^ Grill lights ^^	49.95	49.95
1	S/O Solid State headlight flasher	49.95	49.95
2	Code 3 MR6 multi mount light head, White ^^^ Headlights ^^	89.95	179.90
1	100N Series Speaker Bracket (only) for the Ford PI Utility 2016+ - Bumper Mount	29.95	29.95
1	S/O 100N Series composite Speaker	195.00	195.00
1	F/S Rumbler brackets for Ford PI Utility 2016 +	44.95	44.95
1	F/S RUMBLER Low-Freq Siren System ^^ Siren equipment ^^	595.95	595.95
2	S/O Dual Deck / Grill mount nForce, Red / Blue ^^ 1/4 windows ^^	224.95	449.90
2	S/O Ghost LED Split Red/Blue, 12V ^^ Rear hatch ^^	84.95	169.90
2	S/O Undercover LED Corner Strobe, Blue	89.95	179.90
2	S/O Undercover LED Corner Strobe, Red ^^ Tail and reverse lights ^^	89.95	179.90
1	Jotto/Patriot 2013-C Ford PI Utility Space Creator/Recessed Panel Partiton w/Safety Wire Sliding Window	695.00	695.00
1	PTS 2012-C Ford PI Utility Prisoner Transport Seat, Factory Seat Belts w/Metal Wire Screen (Price Includes Oversized Item S&H)	995.00	995.00

Total

Signature

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net



Emergency Vehicle Technologies
 9910 W. 190th Street
 Unit E
 Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1913

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
PI Utility	09-1 & 2 to 16-2 & 3

Terms
Net 30

Qty	Description	Price Each	Total
1	Ford PI Utility (2016+) Max Depth Contour Console	395.00	395.00
1	Rear Hinged Armrest, Max Depth Console for PI Utility 16+	95.00	95.00
1	Jotto Cup Holder for Ford Police Interceptor Sedan/Utility Equipment Consoles, ABS Plastic	44.95	44.95
1	Lund 2011-C Ford Explorer/Ford PI Utility Passenger Seat Pole Base	144.95	144.95
1	Lund 9' Pole w/Medium Adjustable Upper	144.95	144.95
1	Lund Tilt Swivel Assembly for Computer Mount	74.95	74.95
1	AC/DC Ignition Sensing Delay Timer	89.95	89.95
2	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	69.90
2	Mini-UHF Connector	4.95	9.90
1	S/O Universal White Incad/Red LED Dome Light	64.95	64.95
3	Magnetic Mic Single Unit	34.95	104.85
1	T/P 7' Gooseneck Dual Mic Clip Holder	74.96	74.96
1	F/S Lightbar Hook Kit for 2013-C Ford PI Utility (Specific)	44.95	44.95
2	F/S Replacement Seal for LEGEND Lightbar Tubs (Between Tub & Dome)	4.95	9.90
2	F/S LEGEND Replacement Base End Domes, Clear (1-Piece)	52.95	105.90
2	F/S LEGEND Replacement Top End Domes, Clear (1-Piece)	52.95	105.90
1	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	150.00	150.00
1	Strip Equipment from CVPI patrol vehicle. . . Install above listed equipment plus customer supplied video system, radar, and equipment removed from CVPI	2,495.00	2,495.00

THANK-YOU for Considering Emergency Vehicle Technologies for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total	\$8,407.06
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Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net



Emergency Vehicle Technologies
 9910 W. 190th Street
 Unit E
 Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1914

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
PI Utility	16-4 CSO

Terms
Net 30

Qty	Description	Price Each	Total
1	Westin Push bumper Elite. 2016- Interceptor Utility	415.00	415.00
1	Westin PB Elite Light Channel. 2 F/S IPX6	39.95	39.95
1	F/S 2012-C Ford PI Utility Siren Speaker Bracket	29.95	29.95
1	S/O Solid State headlight flasher	44.95	44.95
1	Nova MicroDash Pre-Emption Strobe	195.95	195.95
2	Code 3 MR6 multi mount light head, White ^^^ Headlights ^^	89.95	179.90
2	S/O Undercover LED Corner Strobe, Blue	89.95	179.90
2	S/O Undercover LED Corner Strobe, Red ^^^ Tail lights ^^	89.95	179.90
1	Rear Hinged Armrest, Max Depth Console for PI Utility 16+	95.00	95.00
1	Ford PI Utility (2016+) Max Depth Contour Console	395.00	395.00
1	Jotto Cup Holder for Ford Police Interceptor Sedan/Utility Equipment Consoles, ABS Plastic	44.95	44.95
1	Lund 2011-C Ford Explorer/Ford PI Utility Passenger Seat Pole Base	144.95	144.95
1	Lund 9' Pole w/Medium Adjustable Upper	144.95	144.95
1	Lund Tilt Swivel Assembly for Computer Mount	74.95	74.95
2	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	69.90
2	Mini-UHF Connector	4.95	9.90
1	T/P 7' Gooseneck Dual Mic Clip Holder	74.96	74.96
3	Magnetic Mic Single Unit	34.95	104.85
1	F/S Lightbar Hook Kit for 2013-C Ford PI Utility (Specific)	44.95	44.95

Total

Signature

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net



Emergency Vehicle Technologies
 9910 W. 190th Street
 Unit E
 Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1914

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
PI Utility	16-4 CSO

Terms
Net 30

Qty	Description	Price Each	Total
1	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	150.00	150.00
1	Strip CSO F150. Transfer all useable equipment, install above listed equipment	2,495.00	2,495.00

THANK-YOU for Considering Emergency Vehicle Technologies for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total	\$5,114.86
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Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net



Emergency Vehicle Technologies
 9910 W. 190th Street
 Unit E
 Mokena, IL 60448

ESTIMATE

Date	Estimate #
5/26/2016	1915

Name / Address
Lemont Police Department 14600 127th Street Lemont, IL 60439

Vehicle type	Unit Number
Taurus	16-5

Terms
Net 30

Qty	Description	Price Each	Total
1	S/O 100N Series composite Speaker	195.00	195.00
1	S/O Speaker bracket, Frame Mount, 2013 + PI Sedan	27.95	27.95
1	S/O Compact Siren Amplifier w/Remote Switch Panel	199.95	199.95
1	S/O Undercover Split Color LED Corner Strobe, Red/White	89.95	89.95
1	S/O Undercover Split Color LED Corner Strobe, Blue/White	89.95	89.95
	^^^ Front corners in headlight housings ^^		
1	S/O nFORCE® Dual Windshield Light w/ Permanent Mount, 12" hard wire w/ sync option, SAE Class 1, 10-16v, Black Housing, 6 LED, Solid Color - Red/Blue	249.95	249.95
	^^^ Windshield light ^^		0.00
2	S/O N'Force Single Dual Color LED Windshield LED w/Shroud, Red/Blue	199.95	399.90
	^^^ Deck lights ^^		
1	S/O Flashback Solid State Tail/Reverse Flasher	64.95	64.95
1	Ignition Override w/push button switch	155.00	155.00
1	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	35.00	35.00
1	Install administrative vehicle lights and siren package	895.00	895.00

THANK-YOU for Considering Emergency Vehicle Technologies for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

Total	\$2,402.60
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Signature _____

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evtechnologies.net

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Chris Smith, Finance Director

Subject: Rescind Resolution R-05-16 and adopt the Resolution Authorizing a Loan from the Water/Sewer Fund to the Gateway TIF fund and the Gateway Property Acquisition Fund.

Date: July 27, 2016

BACKGROUND/HISTORY:

On January 25, 2106 the Village Board adopted Resolution R-05-16 Authorizing a loan from the Water/Sewer Fund to the Gateway TIF Fund for the amount of \$500,000. This loan needed to be split into two funds. - Gateway TIF and Gateway Property Acquisition Fund.

DISCUSSION:

Attached please find a Resolution that rescinds the loan and authorizes a loan from the Water/Sewer Fund to the Gateway TIF fund in the amount of \$250,000 and a loan from the Water/Sewer Fund to the Gateway Property Acquisition Fund in the amount of \$250,000. The funds need to be separated in order to properly record TIF expenditures and non-TIF expenditures. Please note the loan amount has not been changed just the funds receiving the funds is changing.

RECOMMENDATON:

Adopt the Resolution

Resolution No. _____

A Resolution Rescinding Resolution R-5-16 and Reauthorizing a Loan from the Water/Sewer Fund to the Gateway Property Acquisition Fund and the Gateway TIF Fund

WHEREAS, the Village of Lemont (“Village”) created a tax increment financing district known as the Gateway Tax Increment Financing District (“Gateway TIF”), which meets the applicable statutory requirements of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (the “Act”); and

WHEREAS, under the Act, the Village can loan monies to the Gateway TIF Fund and be reimbursed for expenditures incurred with respect to TIF eligible redevelopment project costs; and

WHEREAS, the Village also created a Gateway Property Acquisition Fund, which is a different fund and the Village can loan monies to the Gateway Property Acquisition Fund and be reimbursed for expenditures relating to the acquisition and further development of properties located within the Village; and

WHEREAS, the Village transferred \$500,000 from the Water/Sewer Fund to the Gateway TIF on January 25, 2016 pursuant to Resolution R-5-16; and

WHEREAS, it has come to the Village’s attention that such transfer was beyond the desires of the Village and should be corrected; and

WHEREAS, the President and Board of Trustees find and hereby declare that it is necessary to rescind Resolution R-5-16; place the funds back into the Water/Sewer Fund and then transfer \$250,000 to the Gateway TIF Fund from the Water/Sewer Fund (“TIF Loan”) and \$250,000 to the Gateway Property Acquisition Fund from the Water/Sewer Fund (“GPAF Loan”); and

WHEREAS, the President and Board of Trustees find that it is the best interests to have the transfers from the Water/Sewer Fund to the Gateway TIF Fund and the Gateway Property Acquisition Fund apply retroactively as if they were made on January 25, 2016.

WHEREAS, the President and Board of Trustees find and hereby declare that it is necessary to transfer funds from the Water/Sewer Fund to the Gateway TIF Fund and the Gateway Property Acquisition Fund; and

WHEREAS, the Village's Water/Sewer Fund has sufficient funds to provide a short term loan;

WHEREAS, the Gateway TIF will receive sufficient increment when the area is developed to repay the loan;

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

Section One: The foregoing recitals shall be and are hereby adopted as findings fact as if said recitals were fully set forth within this Section One.

Section Two: Resolution R-5-16 is hereby rescinded in its entirety and all funds transferred pursuant to the Resolution shall be placed back into the Water/Sewer Fund; and

Section Three: The Board of Trustees hereby authorizes the TIF Loan for the benefit of the Gateway TIF Fund in the amount of \$250,000, and hereby authorizes the Village Treasurer to transfer an amount not to exceed \$250,000 from the Water/Sewer Fund to the Gateway TIF fund.

Section Four: The TIF Loan authorized herein shall have priority and shall be repaid promptly to the Village's Water/Sewer Fund from TIF incremental revenue generated by the Gateway TIF.

Section Five: Upon receipt of any repayment of the TIF loan, the Treasurer shall cause such repayment to be deposited in the Water/Sewer Fund.

Section Six: The Board of Trustees hereby authorizes the GPAF Loan for the benefit of the Gateway Property Acquisition Fund in the amount of \$250,000, and hereby authorizes the Village Treasurer to transfer an amount not to exceed \$250,000 from the Water/Sewer Fund to the Gateway Property Acquisition Fund .

Section Seven: The GPAF Loan authorized herein shall have priority and shall be repaid promptly to the Village's Water/Sewer Fund from any revenue generated by the sale or development of the property commonly known as the "Meinke Property" located at 12775 Main Street, Lemont IL and was the subject property of Ordinance O-38-15 adopted November 9, 2015 by the Village of Lemont.

Section Eight: Upon receipt of any repayment of the GPAF loan, the Treasurer shall cause such repayment to be deposited in the Water/Sewer Fund.

Section Nine: Any policy or resolution of the Village that conflicts with the provisions of this resolution shall be and is hereby repealed to the extent of such conflict.

Section Ten: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and apply retroactively to January 25, 2016.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 27 day of July, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator

Subject: **An Ordinance Approving the Real Estate Purchase and Sales Contract for 318-320 Canal Street**

Date: July 22, 2016

BACKGROUND/HISTORY

For several years, the Village has leased the property at 318-320 Canal Street, also referred to as Budnik Plaza, from a private land owner. Over the years of the lease, the Village has improved and maintained the space as a public park area for the community to enjoy. With the expiration of the most recent lease agreement with the property owners, staff has been investigating the opportunity to own the property outright. Staff and legal counsel has been in negotiations with the land owner for the last several weeks on the potential purchase.

BUDGETARY IMPACT

The expenditure is not included in the approved FY 16-17 budget, because at the time of budget development the opportunity to purchase the property was not apparent. If approved by the Village Board, staff will include the expenditure in a future budget amendment for board consideration, along with an equivalent decrease in a line item in which we expect to see cost savings. Further, the Village will not have to budget a rent payment for use of the property in future years.

RECOMENDATION

Staff recommends approval of the ordinance which gives authorization to staff to purchase the property at 318-320 Canal Street. The property has been an important asset to our downtown and to the community. Further, the Village has invested significantly over the years in rent payments and improvements and purchasing the property will ensure public control over this community amenity in perpetuity.

ACTION REQUIRED

Motion to Approve Ordinance

ATTACHMENTS

1. Ordinance
2. Sales Contract

VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE
REAL ESTATE PURCHASE AND SALES CONTRACT
FOR 318-320 CANAL STREET**

**Adopted by the
President and Board of Trustees
of the Village of Lemont**

This 25th Day of July, 2016

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 25th day of
July, 2016.**

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE
REAL ESTATE PURCHASE AND SALES CONTRACT
FOR 318-320 CANAL STREET**

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

WHEREAS, Section 5/11-76-1.1-1 of the Illinois Municipal Code grants the power to Illinois municipalities to purchase real property for public purposes; and

WHEREAS, the Village desires to purchase the property known as Budnik Plaza and located at 318-320 Canal Street in Lemont Illinois for a public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, pursuant to its statutory powers under Section 65 ILCS 5/11-76-1.1-1 of the Illinois Municipal Code, as follows:

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

SECTION TWO: The Real Estate Purchase and Sales Contract (“Contract”) for Budnik Plaza, attached as Exhibit A, is incorporated in its entirety, is hereby approved.

SECTION THREE: The Village Administrator is authorized to execute the Contract and to make minor changes to the Contract prior to execution which will 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 25th DAY OF JULY, 2016.

	<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>	<u>ABSTAIN</u>
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Jeanette Virgilio	_____	_____	_____	_____

Approved by me this 25th day of July, 2016

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

REAL ESTATE PURCHASE AND SALES CONTRACT

[SEE ATTACHED]

REAL ESTATE PURCHASE AND SALES CONTRACT

THIS REAL ESTATE PURCHASE AND SALES CONTRACT (the "**Contract**") is made as of the Effective Date (as defined in Paragraph 21 hereof) between **ROBERT S. SNOW, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 28TH DAY OF SEPTEMBER, 1993, AND KNOWN AS TRUST NUMBER 2** (the "**Seller**"), and the **VILLAGE OF LEMONT**, an Illinois municipal corporation (the "**Buyer**"). The Seller and the Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

AGREEMENT:

1. **THE BUYER IS A UNIT OF LOCAL GOVERNMENT, AND THIS CONTRACT IS SUBJECT TO THE APPROVAL OF THE VILLAGE PRESIDENT AND BOARD OF TRUSTEE AND IS NOT ENFORCEABLE UNLESS APPROVED BY THE SAME PURSUANT TO LEMONT AND ILLINOIS LAW.**

2. **SALE.** The Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Contract, fee simple title to a parcel of land commonly known as 318-320 Canal Street in Lemont, Illinois 60439, with PINS: 22-20-418-007-0000 and 22-20-418-008-0000, located in the County of Cook, which real property is legally described in Exhibit A attached hereto and made a part hereof, along with all tenements, hereditaments, easements, rights-of-way, streets or other public ways adjacent to the real property, appurtenances, air rights, oils, minerals, gas, and hydrocarbons belonging or in any way pertaining to it (collectively, the "**Land**") along with all buildings, structures, parking areas, elevators, if any, fixtures, systems, utilities, and other improvements located on, associated with, and/or utilized in the ownership and operation of the Land (collectively, the "**Improvements**"); along with all equipment, mechanical systems, leasehold improvements, appliances, tools, machinery, supplies, building materials, office equipment, and other personal property of every kind and character owned by Seller (and not by any tenants or management agent) and attached to, appurtenant to, located in, or used in connection with the operation of, the Improvements or Land (these items being hereinafter collectively referred to as the "**Personal Property**"); along with all "**Intangible Property**" owned or held by Seller in connection with the Land, the Improvements, or the Personal Property, including, but not limited to (1) all leases, subleases and tenancy agreements, guarantees thereof, security deposits thereunder, if any; (2) all service contracts or similar instruments pertaining to the Property, if any; (3) all of Seller's right, title, and interest to use the name connected with the Property, if any; (4) all transferable licenses and warranties covering the Property or any part thereof, if any; (5) all transferable permits covering the Property or any part thereof, if any; and (6) all transferable utility contracts, telephone exchange numbers, advertising materials, plans and specifications, governmental approvals, licenses, and development rights related to the Property and all site plans, surveys, as-built plans and specifications, soil tests, and all other like information and documentation in Seller's possession or control related to the Property, if any, (collectively, the Land, Improvements, Intangible Property are known as the "**Property**"), upon the terms and conditions of this Contract.

3. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is **EIGHTEEN THOUSAND & NO/100 DOLLARS (\$18,000.00)** (the "**Purchase Price**"). At closing, Buyer shall pay to Seller, in good and available funds by wire transfer or cashier's check, the Purchase Price, plus or minus prorations as provided herein.

4. **CLOSING DATE.** The closing (the "**Closing**") of the contemplated purchase and sale of the Property shall take place through a deed and money escrow ("**Escrow**") after the expiration of the Due Diligence Period on a date mutually agreed upon by the Parties at the offices of Premier Title at 1 S Dearborn St, 21st floor, Chicago, IL 60603 (the "**Title Company**").

5. **DUE DILIGENCE.** Buyer shall deliver all of the documents listed on **Exhibit C** (collectively the "**Due Diligence Documents**") within five business days of the Effective Date or shall provide Buyer with written Notice that the same do not exist. Buyer shall have the right, at its sole cost and expense for a period of ten (10) days after receipt of the Title Commitment (the "**Due Diligence Period**") to select and retain environmental and other consultants to examine and inspect the physical condition of the Property and the Due Diligence Documents, to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate (the "**Assessment**"). Seller hereby grants to Buyer and its consultants, representatives and agents authorization to enter and full access of the Property to conduct the Assessment.

6. **BUYER'S OPTION TO TERMINATE CONTRACT.** If during the Due Diligence Period, for any reason or no reason, as determined by Buyer in its sole and exclusive discretion, Buyer is dissatisfied with the Property or the Assessment, Buyer shall have the right, upon written notice to Seller, to revoke its acceptance of the Contract and the adoption of the resolution or ordinance, if any, accepting the Contract and approving the purchase of the Property contemplated herein, and to declare the Contract and its resolution or ordinance approving the purchase and execution of the Contract and related closing documents null and void. If notice of Buyer's election to revoke its acceptance of this Contract and declare said Contract null and void is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by Buyer and this Contract shall remain in full force and effect.

7. **TITLE INSURANCE.** Prior to Closing Seller shall, at its sole cost and expense, obtain a title commitment issued by the Title Company in the amount of the Purchase Price, with extended coverage over the standard exceptions 1 through 5 (the "**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to those matters described in Exhibit B, attached hereto and made a part hereof (the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Buyer (the "**Unpermitted Exceptions**"), Buyer shall have ten (10) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Buyer shall provide Seller with an objection letter (the "**Buyer's Objection Letter**") listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller shall have five (5) days from the date of receipt of the Buyer's Objection Letter

("Seller's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment, to cure such Unpermitted Exceptions, or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and the Closing shall be extended such additional time as is reasonably practicable under the circumstances (the "**Extended Title Closing Date**") after Buyer's receipt of a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed, cured or insured over within the specified time, Buyer may elect to either (i) terminate this Contract, at which time the Buyer shall be entitled to have the earnest money, if any, returned to Buyer and this Contract shall become null and void without further action of the Parties, or (ii) upon notice to Seller within ten (10) days after Buyer's receipt of Seller's intention not to cure the Unpermitted Exceptions, take title as it then is, with the Parties acknowledging that this Contract is for the sale and purchase of the Property in "As Is", "Where Is" condition. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Seller shall pay the cost for any later date title commitments, and Seller shall pay for the cost of the later date to its Proforma Title Policy.

8. **SURVEY**. Prior to Closing, Buyer, in its sole discretion and at Buyer's cost and expense, may obtain a certified ALTA/ACSM survey.

9. **DEED**. Seller shall convey fee simple title to the Property to Buyer, by a recordable Trustee's Deed or Warranty Deed, whichever is applicable, (the "**Deed**"), subject only to the Permitted Exceptions. Seller shall also execute and deliver, at Closing, any and all documents, in addition to the Deed, including an Affidavit of Title, ALTA Statement, GAP Undertaking or such other documents reasonably requested either by the Buyer or the Title Company to consummate the transaction contemplated herein and to vest fee simple title to the Property in Buyer subject only to the Permitted Exceptions. Buyer shall be responsible for the recording fee of the Deed.

10. **CLOSING DOCUMENTS**. On the date of Closing, the obligations of the Buyer and Seller shall be as follows:

- A. Seller shall deliver or cause to be delivered to the Title Company:
 - i. the original executed and properly notarized Deed;
 - ii. the original executed and properly notarized Affidavit of Title;
 - iii. the original executed and properly notarized Non-Foreign Affidavit;
 - iv. counterpart originals of Seller's Closing Statement;

- v. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, ALTA statements and GAP Undertaking, such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy and in the amount of the Purchase Price insuring the fee simple title to the Property in the Buyer as of the date of Closing, subject only to the Permitted Exceptions;
 - vi. True and correct copies of all leases, surveys, contracts, or agreements affecting the Property, if there are any;
 - vii. All original leases, service contracts and other agreements relating to the Property, duly endorsed for assignment in favor of Buyer together with an appropriate estoppels certificate(s) in the a form to be provided by Buyer; and
 - viii. Originals of all Due Diligence Documents, if not provided earlier.
- B. Buyer shall deliver or cause to be delivered to the Title Company:
- i. the Purchase Price, plus or minus prorations;
 - ii. counterpart originals of Seller's Closing Statement; and
 - iii. ALTA Statement and such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declarations, County Transfer Declarations and, if necessary, local transfer declarations.

11. **POSSESSION**. Possession of the Property shall be delivered to Buyer on the Closing Date subject to the Permitted Exceptions, in the same condition as at the time of the execution of this Contract.

12. **PRORATIONS**. At Closing, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations.

- A. **Real Estate Taxes**. Seller shall pay prior to or at Closing all 2015 real estate taxes due and payable. At Closing Buyer shall receive a credit for the payment of 2016

real estate taxes in the amount equal to 110% of the most recently ascertainable full year's tax bill.

- B. Miscellaneous. Seller shall pay all fees for the deed and money escrow, the title commitment, and to update the title commitment. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of the date of Closing. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the Parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the date of Closing.

13. **CONVEYANCE TAXES.** The Parties acknowledge that, as Buyer is a governmental entity that this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

14. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER.** The covenants, representations and warranties contained in this Paragraph shall be deemed remade as of the date of Closing, and shall be deemed to have been relied upon by the Buyer in consummating this transaction, notwithstanding any investigation the Buyer may have made with respect thereto, or any information developed by or made available to the Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to the Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the date of Closing:

- A. Title Matters. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.
- B. Violations of Zoning and Other Laws. Seller has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code.
- C. Pending and Threatened Litigation. To the best knowledge and belief of Seller, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.
- D. Assessments. To the best knowledge and belief of Seller, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed, and there are no special or general assessments pending against or affecting the Property.

- E. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Contract by Seller is pursuant to authority validly and duly conferred upon the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Contract do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the best knowledge and belief of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.
- F. Executory Agreements. Except as disclosed in Exhibit C attached hereto and made a part hereof, Seller is not a party to, and the Property is not subject to, any contract or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property, other than this Contract. Buyer shall not, by reason of entering into or closing under this Contract, become subject to or bound by any agreement, contract, lease, license, invoice, bill, undertaking or understanding which it shall not have previously agreed in writing to accept. Seller warrants and represents that, except as disclosed in Exhibit C, no written leases, licenses or occupancies exist in regard to the Property and, further, that no person, corporation, entity, tenant, licensee or occupant has an option or right of first refusal to purchase, lease or use the Property, or any portion thereof.
- G. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.
- H. Governmental Obligations. To Seller's knowledge, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.
- I. Hazardous Materials. To Seller's knowledge without investigation, no substances have been generated, released, stored or deposited over, beneath or on the Property, nor have any activities been engaged in on the Property which constitute a violation of any Environmental Law as defined below. To the best knowledge and belief of Seller, there are no underground storage tanks upon the Subject Property. In addition, to the best of Seller's knowledge, no toxic materials, hazardous wastes, hazardous substances, pollutants or contaminants have been generated, released, stored or deposited over, beneath or on the Property from any source whatsoever, nor has any part of the Property been used for or as a landfill, the result of which could impose any liability under applicable federal or state laws and regulations, including, but not limited to, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. §6903 et seq.) ("**Environmental Law**"), and Seller warrants and represents that it has not received any notice nor is it otherwise aware of any actual threatened claims, actions, proceedings, suits or demands by the EPA or any third party relating to environmental matters at, on or arising out of the Subject Property.

- J. Section 1445 Withholding. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller shall furnish Buyer with a Non-foreign Affidavit as set forth in said Section 1445.
- K. Exclusivity. Seller represents that he/she/it/they will not engage any third party, nor hire any third party to engage, negotiate, field offers, advertise or enter into any purchase contracts for the sale of the Property during the term of the Contract.
- L. All Information. Seller shall provide all of the Due Diligence Documents and shall not withhold any of the same. Further, Seller shall fully cooperate with Buyer in Buyer's Assessment, including providing access to the Property at all reasonable times.
- M. Indemnification. Seller hereby indemnifies and holds Buyer harmless from and against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of any breach by Seller of any of Seller's covenants, representations or warranties made under this Paragraph 14, including all incidental and consequential damages. These terms, covenants, representations, warranties and Sellers indemnification shall survive the Closing and delivery of the Deed and other instruments of conveyance for a period of one (1) year from the date of Closing.

15. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING.**

- A. It is a condition precedent to Closing that:
 - i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and is accepted by Buyer;

- ii. the covenants, representations and warranties of Seller contained in Paragraph 14 hereof and elsewhere in this Contract are true and accurate on the Closing Date or waived by Buyer in writing on the Closing Date; and
 - iii. Seller has performed under the Contract and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Contract in order to Close on the date of Closing.
- B. If, before the date of Closing, Buyer becomes aware of a breach of any of Seller's representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller in order to Close on the date of Closing, Buyer may, at its option:
- i. pursue any remedy available at law or in equity including, but not limited to, specific performance; or
 - ii. attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the date of Closing, and, following such attempt, to either:
 - a. terminate this Contract and receive a prompt refund of the earnest money, if any; or
 - b. proceed to Close notwithstanding such breach or nonperformance and receive a credit at Closing for the expenses incurred due to the breach.

In all events, Buyer's rights and remedies under this Contract shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity

16. **BINDING EFFECT.** This Contract shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the Parties hereto.

17. **BROKERAGE.** Each Party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such Party's actions (or claiming through such Party), is entitled to compensation as a consequence of this transaction. Each Party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that Party or that Party's elected and appointed officials, officers, employees, agents or

affiliates in connection with this Contract. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing.

18. **NOTICES.** Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: (A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or (B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or (C) by facsimile transmission or email transmission on the day of transmission, if sent before 5:00 PM on a business day, with the sender retaining a copy of the confirmation of transmission, and if sent after 5:00 PM on a business day then on the next business day or (D) by personal delivery, if addressed to the Parties as follows:

To Seller: Donatelli & Coules, Ltd.
15 Salt Creek Lane, Suite 312
Hinsdale, IL 60521
ATTN: Peter Coules
Email: peter@donatellcoules.com

To Buyer: Village of Lemont
418 Main Street
Lemont, IL 60439
ATTN: George Schafer
Email: gschafer@lemont.il.us

With a copy to: Tressler LLP
223 South Wacker Drive
22nd Floor
Chicago, IL 60606
ATTN: Jeffrey Stein
Email: JStein@tresslerllp.com

Either Party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other Party hereto in the same manner, as all other notices are required to be delivered hereunder.

19. **RIGHT OF WAIVER.** Each and every condition of the Closing, other than the Buyer's duties at Closing, is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.

20. **MISCELLANEOUS.**

- A. Buyer and Seller mutually agree that time is of the essence throughout the term of this Contract and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- B. This Contract provides for the purchase and sale of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Contract and its enforcement, venue shall be in the Circuit Court in the county where the Property is located and the Parties consent to the in *personam* jurisdiction of said Court for any such action or proceeding.
- C. The terms, provisions, representations, warranties and covenants of Paragraph 14 shall survive the Closing and delivery of the Deed and other instruments of conveyance for a period of one (1) year from the date of Closing. The provisions of Paragraph 14 of this Contract shall not be merged therein, but shall remain binding upon and for the Parties hereto until fully observed, kept or performed.
- D. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Contract.
- E. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974. In the event that either Party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said Party.
- F. The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
- G. Whenever used in this Contract, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- H. If the Seller is a Trust, this Contract is executed by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority

conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Contract. It is expressly understood and agreed by and between the Parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Contract or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Contract contained either express or implied, all such personal liability, if any, being expressly waived and released.

In the event the Seller is a Trust as provided above, this Contract shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Contract is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Contract and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

- I. In the event either Party elects to file any action in order to enforce the terms of this Contract, or for a declaration of rights hereunder, the prevailing Party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' and paralegals' fees as a result thereof from the non-prevailing Party.
- J. Buyer may record this Contract or any memorandum or short form of this Contract against the Property, provided that if the transaction contemplated herein does not occur and the Contract is terminated as provided herein, Buyer shall record a termination of the Contract. The recording fees for either shall be borne by the Buyer.
- K. If any of the provisions of this Contract, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Contract shall not be affected thereby, and every other provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

- L. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
- M. In compliance with 65 ILCS 5/11-42.1-1 and under the oath of the persons signing this Agreement as Seller, Seller swears and affirms hereby that to the best of its knowledge, Seller is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) such person is contesting, in accordance with the procedures established by the appropriate revenue Act, such person's liability for the tax or the amount of the tax; or (b) such person has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract; and (c) each person signing as Seller further understands that making a false statement herein is a crime that voids this Agreement.
- N. The Seller certifies hereby that each person signing as Seller is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code; if applicable that it has a written policy against sexual harassment in place in full compliance with the Illinois Human Rights Act, and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).
- O. The Buyer certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code; that it has a written policy against sexual harassment in place in full compliance with the Illinois Human Rights Act, and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

21. **EFFECTIVE DATE.** This Contract shall be deemed dated and become effective on the date that the last of the authorized signatories of Buyer and Seller shall sign the Contract, as set forth below.

22. **CONTRACT MODIFICATION.** This Contract and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Contract between the Parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

23. **EXHIBITS**. The following Exhibits are attached hereto and made a part hereof by reference:

Exhibit A Legal Description of the Property

Exhibit B Permitted Exceptions

Exhibit C Due Diligence Documents

24. **CONFIDENTIALITY**. The Parties may not disclose the terms of this Agreement to anyone except their respective officers, agents, employees and attorneys, and as necessary and required by any applicable law, order, regulation or rule, including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.). Buyer further agrees that it will not contact, converse or communicate with any tenant regarding this Agreement or the terms and provisions hereof without prior notice to and approval from the Seller.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date below their respective signatures.

SELLER:

ROBERT S. SNOW, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 28TH DAY OF SEPTEMBER, 1993, AND KNOWN AS TRUST NUMBER 2

BUYER:

VILLAGE OF LEMONT,
an Illinois municipal corporation

BY:

Date Seller executed: _____

BY:

Date Buyer executed:

Exhibit A
Legal Description of the Property

LOTS 1 AND 2 IN BLOCK 34 IN VILLAGE OF KEEPATOW, A PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 22-20-418-007-0000 & 22-20-418-008-0000

COMMON ADDRESS: 318-320 Canal St, Lemont, IL 60439

Exhibit B
Permitted Exceptions

1. 2016 real estate taxes and subsequent years, not yet due and payable for the Property, if any.
2. Covenants, conditions, restrictions and easements of record, which do not prevent the Buyer from using the Property for park and recreational purposes.

Exhibit C

Due Diligence Documents

1. All surveys in Seller's possession;
2. All environmental reports within possession of Seller, including, but not limited to, any Phase I or Phase II reports and the like;
3. All service contracts associated with the Property, including, but not limited to, waste removal, janitorial services, management agreement and the like;
4. All lease or subleases, whether currently in operation or expired;
5. All communications, letters, complaints or other correspondence from any governmental authority regarding any zoning, building or environmental violation or issue;
6. All engineering reports, architects reports, blue prints, site plans and the like for any current, proposed or former building or structure of the Land;
7. All permits, warranties or licenses for the Property;
8. Copy of Seller's Owner's Title Policy;
9. To the best of Seller's knowledge, a list of any public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed that may generate a special assessment affecting the Property; and
10. To the best of Seller's knowledge, a list and description of any substance generated, released, stored or deposited over, beneath or on the Property and any activities engaged in or on the Property which constitute a violation of any federal, state or local Environmental Law.