

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

November 23, 2015 – 7:00 PM

Village Hall – 418 Main Street

AGENDA

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. CONSENT AGENDA

A. APPROVAL OF MINUTES

- 1. NOVEMBER 9, 2015 VILLAGE BOARD MEETING MINUTES**
- 2. NOVEMBER 16, 2015 COMMITTEE OF THE WHOLE MEETING MINUTES**

B. APPROVAL OF DISBURSEMENTS

C. AN ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.060.B: ALCOHOLIC BEVERAGES (DECREASING NUMBER OF CLASS A-3 LIQUOR LICENSES)

D. AN ORDINANCE AMENDING ORDINANCE 725 ESTABLISHING A PAY PLAN AND SCHEDULE OF AUTHORIZED POSITIONS

E. AN ORDINANCE AMENDING LEMONT MUNICIPAL CODE: CHAPTER 2.28: BOARD OF FIRE AND POLICE COMMISSIONERS (PROCEDURES FOR POLICE DEPARTMENT VACANCIES AND PROMOTIONS)

F. AN ORDINANCE DISSOLVING THE SPECIAL TAX ALLOCATION FUND AND TERMINATING THE DESIGNATION OF THE DOWNTOWN LEMONT TAX INCREMENT FINANCE REDEVELOPMENT PROJECT AREA WITHIN THE VILLAGE OF LEMONT

G. AN ORDINANCE AMENDING TITLE 15 OF THE LEMONT, ILLINOIS MUNICIPAL CODE

H. A RESOLUTION APPROVING A PROPOSAL FOR CRYSTAL MAINTENANCE SERVICE, CORP

IV. MAYOR'S REPORT

A. TRUTH IN TAXATION PUBLIC HEARING FOR THE 2015 PROPOSED PROPERTY TAX LEVY

B. FEDERAL SIGNAL CITIZEN OF THE QUARTER AWARD – TERRI O'NEILL-BORDERS

C. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. CORRESPONDENCE

B. ORDINANCES

- 1. AN ORDINANCE GRANTING A VARIATION TO §17.12.030A OF THE UDO TO ALLOW FOR A FENCE TO LOCATE WITHIN A CORNER SIDE YARD SETBACK AT 660 TOMASZEWSKI STREET IN LEMONT, IL (WEHN FENCE VARIATION) (PLANNING & ED)(STAPLETON)(JONES/VALONE)**

C. RESOLUTIONS

- 1. A RESOLUTION APPROVING AN AGREEMENT WITH QUICKET SOLUTIONS, INC. (POLICE DEPT.)(MIKLOS)(MATON)**
- 2. A RESOLUTION APPROVING STIPULATION AND AGREEMENT (2007 TAX OBJECTIONS) (ADMIN.)(REAVES)(SCHAFER)**
- 3. A RESOLUTION APPROVING STIPULATION AND AGREEMENT (2008 TAX OBJECTIONS) (ADMIN.)(REAVES)(SCHAFER)**

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. MOTION FOR EXECUTIVE SESSION

XIII. ACTION ON CLOSED SESSION ITEM(S)

XIV. MOTION TO ADJOURN

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
November 9, 2015
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, November 9, 2015, at 7:00 p.m., with Pro Tem Debby Blatzer presiding.

I. PLEDGE OF ALLEGIANCE

ROLL CALL

Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; present.

II. CONSENT AGENDA

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

A. Approval of Minutes

1. October 26, 2015, Village Board Meeting Minutes

B. Approval of Disbursements.

C. Resolution R-57-15 Authorizing a Reduction of a Letter of Credit for Birch Path Subdivision.

D. Resolution R-58-15 Urging Illinois State Leaders to Release Non-General Fund Revenues Payable to Local Governments.

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

III. MAYOR'S REPORT

A. A Truth in Taxation Public Hearing for the 2015 Proposed Property Tax Levy will be held at the Village Board Meeting on November 23, 2015 at 7 p.m.

B. Audience Participation – None.

IV. CLERK'S REPORT

A. ORDINANCE

1. Ordinance O-38-15 Authorizing the Acquisition of Certain Real Property Known as 12775 Main Street. Motion by Stapleton, seconded by Sniegowski, to adopt said Ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; 6 ayes. Motion passed.
2. Ordinance O-39-15 Granting an Amendment to the Annexation Agreement and Approved Planned Unit Development for the Target/Kohl's Shopping Center in Lemont, IL (Target/Kohl's Shopping Center Amendment to Annexation Agreement and PUD

Amendment). Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski; 6 ayes. Motion passed.

V. **VILLAGE ATTORNEY REPORT**

VI. **VILLAGE ADMINISTRATOR REPORT**

- A. Illinois State Leaders will vote on legislation that would release funds that are owed to municipalities.

VII. **BOARD REPORTS**

VIII. **STAFF REPORTS**

- A. Public Works – There are four weeks left to recycle yard waste. December 8, 9 & 10 will be the last pickup dates. There is no burning of leaves in the Village of Lemont.
- B. Police Department – Many vehicles have been burglarized because they were not locked. Lock your vehicles.

IX. **UNFINISHED BUSINESS – NONE**

X. **NEW BUSINESS - NONE**

XI. **MOTION FOR EXECUTIVE SESSION - NONE**

XII. **ACTION ON CLOSED SESSION ITEM**

XIII. **MOTION TO ADJOURN**

There being no further business, a motion was made by Stapleton, seconded by Sniegowski, to adjourn the meeting at 7:11 p.m. VV 6 ayes. Motion passed.

**Village Board
Committee of the Whole
Lemont Village Hall
418 Main St., Lemont, IL 60439
November 16, 2015 - 7:00 p.m.**

I. Call to Order

Mayor Reaves called the November 16, 2015 Committee of the Whole Meeting at 7:00 pm.

II. Roll Call

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

III. Discussion Items

A. 508 Illinois Street Final PUD

The preliminary planned unit development plat/plan is for a single-family home, one duplex and one three-unit residential building. From the PZC preliminary PUD plat/plan approval process, three conditions were identified before approval of the final PUD. The conditions were all met except for a boundary line tree. It was discovered that this tree also sits on the neighboring property owner's lot. It has since been agreed upon between the property owners that this tree will be removed. The board had no issues with the PUD and the item will be up for approval at a future Village Board Meeting.

B. Wehn Fence Variation

The fence variation request at 660 Tomaszewski Street is for an allowance of a portion of the fence to encroach on the 25 ft. corner side setback in a residential district. The Planning and Zoning Commission and staff have recommended approval of the variation. The board had no issues with the fence variation and the item will be up for approval at a future Village Board Meeting.

C. Building Code Update

1. **Permit Processing** – There is currently no procedure in place for approved permits to be paid for and picked up in a certain timeframe. The code recommendation is to require 45 days to complete the permit once issued (excludes new home or commercial permits). Once 45 days expires, the option to extend may be given for half the original time. If the permit is still not picked up and paid in full, it will be canceled.
2. **Soil Test** – Staff recommendation is to require a soil test at the time of the permit application submittal to eliminate the potential of holding up construction after a footing or foundation has already been framed.
3. **Posthole Requirements** – Currently the Village requires deck construction holes to be 48" deep and be lined with a sono-tube type form. The requested

amendment will remove the requirement for a 48" posthole depth and also the requirement for the tube type form. The code language will revert back to a 42" depth and a minimum of 12" in diameter.

4. **Dishwasher and Garbage Disposal** – Our current local amendment to the 2005 NEC requires dishwasher and garbage disposals to be hardwired with an approved wire and conduit system. Problems arose with factory warranties being voided by the plug and cord being removed from the appliance. The 2005 NEC allows cord and plug installation and this amendment will revert back to original code acceptance for these appliances.

IV. Unfinished Business – none.

V. New Business

- A. **Farmers Market** – The major produce provider of the market is retiring. Staff is looking for another fruit vendor along with other vendors. Discussion of location of the market, day of the week and the time were discussed. If the market were to be moved uptown, we would not be able to have it in a parking lot where a grocery store exists, which eliminates the majority of the parking lots on State Street and also competes with the stores. It is felt that Saturdays are too competitive to sustain the market and evenings are hard to get vendors at that time. Staff is looking at a Friday market. It was felt that holding the market downtown on a Friday would be a good choice with the same timeframe.
- B. **Visual Identity** – The new logo was previously presented at a COW meeting. Recent updates of the colors of the logo were shown. A final version will be done in December with a potential rollout in January.
- C. **A property on State Street over the bridge area** was discussed for a container purpose usage, which they would be stacked four high. The Board was not in favor of having this usage with containers stacked four high at this location which would be visible.
- D. **Cleaning Services RFP** – The Village recently put out an RFP for cleaning services to the Village offices. Staff provided information on the lowest bidder.
- E. **Palos Park FOIA** – We received a voluminous foia request from a law firm hired on behalf of Palos Park. The request is for information on properties along Bell and McCarthy and other areas.
- F. **Communications and Social Media** – The board discussed the potential of having an outside company do internal and external communications, including social media, for the Village in an effort to relay relevant information to the community in a timely manner, with a focus on drawing more people here.

- G.** Heritage Committee – Currently an ad-hoc committee, the board will discuss what potential direction/projects this committee could work on.

- VI. Audience Participation** – Jeanette Daubaras spoke about the trees that were cut down in Kettering.

- VII. Adjourn** – Meeting adjourned at 8:45 p.m.

Payment Register

From Payment Date: 11/10/2015 - To Payment Date: 11/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
13037	11/10/2015	Open			Accounts Payable	Office Revolution	\$1,772.50		
	Invoice		Date	Description		Amount			
	123974		10/23/2015	069-000131		\$1,772.50			
13038	11/16/2015	Open			Accounts Payable	United States Postal Service	\$3,000.00		
	Invoice		Date	Description		Amount			
	15-11-13		11/16/2015	Permit # 89 - Newsletter postage		\$3,000.00			
13039	11/18/2015	Open			Accounts Payable	A Touch of Green Inc	\$3,754.29		
	Invoice		Date	Description		Amount			
	138087		11/16/2015	50% deposit for landscaping - 8 Sunhill Ln		\$2,287.83			
	138100		11/18/2015	50% deposit for landscaping - 7 Sunhill Ln		\$1,466.46			
13040	11/18/2015	Open			Accounts Payable	Possibility Place Nursery Inc	\$2,715.00		
	Invoice		Date	Description		Amount			
	00112787		11/13/2015	50% deposit for landscaping - 7 Sunhill Ln		\$2,715.00			
13041	11/23/2015	Open			Accounts Payable	A Beep LLC	\$139.56		
	Invoice		Date	Description		Amount			
	66166		11/06/2015	mic clips		\$139.56			
13042	11/23/2015	Open			Accounts Payable	Ahead of Our Time Publishing, Inc.	\$500.00		
	Invoice		Date	Description		Amount			
	6781		09/24/2015	Capitol Fax subscription Nov 2015-Oct 2016		\$500.00			
13043	11/23/2015	Open			Accounts Payable	Antique Week	\$246.81		
	Invoice		Date	Description		Amount			
	15-11-16		11/16/2015	122006-00000 - 2016 Antique Shopping Guide ad		\$246.81			
13044	11/23/2015	Open			Accounts Payable	Arthur Peterson, Inc.	\$56.07		
	Invoice		Date	Description		Amount			
	15-10-31		10/31/2015	Oct 2015 hardware purchases		\$56.07			
13045	11/23/2015	Open			Accounts Payable	AT&T Illinois	\$196.53		
	Invoice		Date	Description		Amount			
	36025752711015		10/25/2015	630 257-5271 183 5 harpers grove l/s		\$95.85			
	63025759361015		10/25/2015	630 257-5936 976 9 well #4		\$100.68			
13046	11/23/2015	Open			Accounts Payable	AT&T Illinois	\$112.00		
	Invoice		Date	Description		Amount			
	15-11-9005		11/02/2015	126379005 - metra station internet		\$62.00			
	15-10-1261		10/31/2015	142021261 - Village Hall internet		\$50.00			
13047	11/23/2015	Open			Accounts Payable	Avalon Petroleum Company	\$2,312.53		
	Invoice		Date	Description		Amount			
	554009		10/30/2015	1165 gals unl fuel		\$2,312.53			
13048	11/23/2015	Open			Accounts Payable	Azavar Audit Solutions	\$2,272.57		
	Invoice		Date	Description		Amount			
	11372		11/01/2015	Nov 2015 utility audit contingency pmt		\$2,272.57			
13049	11/23/2015	Open			Accounts Payable	Call One	\$1,903.20		
	Invoice		Date	Description		Amount			
	15-11-15		11/15/2015	1010-7801-0000 v.h., p.d., p.w. phones		\$1,903.20			

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From Payment Date: 11/10/2015 - To Payment Date: 11/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13050	11/23/2015	Open			Accounts Payable	Chipain's Finer Foods	\$113.29		
	Invoice		Date	Description		Amount			
	15-11-01		11/01/2015	0036 - Oct 2015 fresh fruit purchases		\$113.29			
13051	11/23/2015	Open			Accounts Payable	CivicPlus	\$1,276.37		
	Invoice		Date	Description		Amount			
	156122		11/04/2015	quarterly website hosting fee		\$1,276.37			
13052	11/23/2015	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	Lemont DEC		11/01/2015	Dec 2016 security camera maintenance		\$2,430.00			
13053	11/23/2015	Open			Accounts Payable	Comcast Cable	\$472.85		
	Invoice		Date	Description		Amount			
	15-11-9805		11/04/2015	8771 20 147 0039805 v.h. cable/internet		\$216.04			
	15-11-2700.		11/04/2015	8771 20 147 0042700 p.d. cable/internet		\$256.81			
13054	11/23/2015	Open			Accounts Payable	ComEd	\$880.38		
	Invoice		Date	Description		Amount			
	15-10-3015(2)		10/30/2015	0432203015 - street lights - 44 Stephen St		\$70.51			
	15-11-7033		11/02/2015	2213017033 - Main St lift station - bell rd, main st		\$293.28			
	15-11-9011		11/02/2015	6534089011 - street lights - 411 Singer Ave Rear		\$348.81			
	15-11-0155		11/03/2015	1515080155 - street lights - 451 Talcott		\$29.60			
	15-11-2063		11/03/2015	1443022063 - street lights - KA Steel path		\$31.53			
	15-11-3016		11/03/2015	9338003016 - street lights - houston 1N schultz		\$21.31			
	15-11-4009		11/03/2015	0348764009 - street lights - 47 Stevens St		\$61.81			
	15-11-0229		11/11/2015	0171030229 - street lights - athen knoll		\$23.53			
13055	11/23/2015	Open			Accounts Payable	ComEd	\$4,092.73		
	Invoice		Date	Description		Amount			
	15-06-1085		11/02/2015	0383091085 balance due prior to Constellation contract		\$1.95			
	15-06-3028		10/26/2015	1667003028 - balance due prior to Constellation contract		\$4,089.61			
	15-06-9011		11/02/2015	3012109011 - balance due prior to Constellation contract		\$1.17			
13056	11/23/2015	Open			Accounts Payable	Constellation Energy Services Inc	\$24,329.18		
	Invoice		Date	Description		Amount			
	59087790		11/02/2015	IL-EL-1132881-0 - electricity		\$24,329.18			
13057	11/23/2015	Open			Accounts Payable	Courtney's Safety Lane Inc	\$70.00		
	Invoice		Date	Description		Amount			
	6033		10/29/2015	safety inspection #1136		\$35.00			
	6109		11/11/2015	safety inspection #1011		\$35.00			
13058	11/23/2015	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description		Amount			
	47710307		11/09/2015	629642 - Canon copier lease		\$602.00			
13059	11/23/2015	Open			Accounts Payable	Dynegy Energy Services LLC	\$3,464.47		
	Invoice		Date	Description		Amount			
	153917615101		10/29/2015	GMCVLG1004		\$3,464.47			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13060	11/23/2015	Open			Accounts Payable	Edward Stauber Wholesale Hardware, Inc.	\$19.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	038833		10/30/2015	keys		\$19.50			
13061	11/23/2015	Open			Accounts Payable	First Communications	\$1,516.55		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	12945027		11/05/2015	1FC022002003109		\$1,516.55			
13062	11/23/2015	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$9,933.25		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	15135-4		11/02/2015	Seven Oaks Townhomes - Case 1505		\$78.00			
	06172-11		11/02/2015	Bella Strada Condos Case #2006-08		\$858.00			
	12387-14		11/02/2015	Kettering Subdivision		\$702.00			
	13237-12		11/02/2015	Birch Path P.U.D. Case 13-11		\$294.00			
	14127-6		11/02/2015	Sun and Shade		\$60.00			
	14217-3		11/02/2015	561 Kromray Grading Plan		\$1,254.00			
	14397-6		11/02/2015	902 East St Townhomes		\$78.00			
	15101-3		11/02/2015	Fresenius Medical Center		\$890.25			
	15109-4		11/02/2015	Montefiori Property redevelopment		\$1,092.00			
	15161-3		11/02/2015	508 Illinois St - Case 15-06		\$78.00			
	15203-2		11/02/2015	Dunkin Donuts		\$546.00			
	15247-1		11/02/2015	TRC		\$156.00			
	15287-1		11/02/2015	TRC		\$390.00			
	15295-1		11/02/2015	13389 McCarthy Rd		\$312.00			
	15178-1		09/01/2015	Station No 1 Sprinkler Line		\$1,825.00			
	15249-1		08/31/2015	Jewel Parking Lot		\$390.00			
	15249-2		11/02/2015	Jewel Parking Lot		\$180.00			
	15311-1		11/02/2015	920 State St Parking Lot		\$156.00			
	15304-1		11/02/2015	Advocate Good Samaritan Parking Lot Rehabilitation		\$264.00			
	15291-1		11/02/2015	Lemont Public Library Expansion		\$132.00			
	15273-1		11/02/2015	9700 Lemont Rd Parking Lot Repair		\$78.00			
	15168-2		08/31/2015	15790 New Ave Paving		\$120.00			
13063	11/23/2015	Open			Accounts Payable	Great Southwest Recreation, LLC	\$1,147.49		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	15-11-16		11/16/2015	Dec 2015 payment		\$1,147.49			
13064	11/23/2015	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,100.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2012950		11/10/2015	I.T. Support		\$1,100.00			
13065	11/23/2015	Open			Accounts Payable	Illinois Fire & Police Commissioners Association	\$375.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	15-10-01		10/01/2015	2016 membership dues		\$375.00			
13066	11/23/2015	Open			Accounts Payable	Imperial Service Systems Inc	\$1,009.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	89795		11/01/2015	Nov 2015 cleaning		\$1,009.00			

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13067	11/23/2015	Open			Accounts Payable	Ingalls Occupational Health	\$1,139.00		
	Invoice		Date	Description		Amount			
	228022		10/05/2015	post-offer testing		\$1,139.00			
13068	11/23/2015	Open			Accounts Payable	Inkwell, Ltd.	\$173.84		
	Invoice		Date	Description		Amount			
	69270		11/05/2015	office supplies		\$173.84			
13069	11/23/2015	Open			Accounts Payable	J.G. Uniforms Inc	\$183.12		
	Invoice		Date	Description		Amount			
	39376		11/06/2015	vest cover JRT		\$183.12			
13070	11/23/2015	Open			Accounts Payable	Johnson, Depp & Quisenberry, PSC	\$1,485.00		
	Invoice		Date	Description		Amount			
	15-11-06		11/06/2015	Oct 2015 OAN consulting		\$1,485.00			
13071	11/23/2015	Open			Accounts Payable	Lemont Park District	\$1,636.14		
	Invoice		Date	Description		Amount			
	111315		11/16/2015	Sunset Soirees		\$1,636.14			
13072	11/23/2015	Open			Accounts Payable	Lina Embroidery	\$30.00		
	Invoice		Date	Description		Amount			
	15-10-20		10/20/2015	CSO shirts		\$15.00			
	15-11-04		11/04/2015	uniform embroidery		\$15.00			
13073	11/23/2015	Open			Accounts Payable	LLW Builders	\$1,000.00		
	Invoice		Date	Description		Amount			
	130063		11/10/2015	refund clean up deposit - 102 Ruffled Feathers Dr		\$1,000.00			
13074	11/23/2015	Open			Accounts Payable	M/I Homes of Chicago	\$2,000.00		
	Invoice		Date	Description		Amount			
	2015-00000120		11/13/2015	refund clean up deposit - 13688 Anne Dr		\$1,000.00			
	2015-00000011		11/13/2015	refund clean up deposit - 13265 Anne Dr		\$1,000.00			
13075	11/23/2015	Open			Accounts Payable	Metropolitan Industries Inc	\$33,436.00		
	Invoice		Date	Description		Amount			
	0000303359		10/30/2015	backwash pump		\$13,180.00			
	0000303360		10/30/2015	backwash pump		\$5,197.00			
	0000303771		11/11/2015	repair lift station pump		\$15,059.00			
13076	11/23/2015	Open			Accounts Payable	Morris Engineering, Inc.	\$4,015.00		
	Invoice		Date	Description		Amount			
	15-05338		11/03/2015	Oct 2015 reviews		\$4,015.00			
13077	11/23/2015	Open			Accounts Payable	NiCor Gas	\$147.80		
	Invoice		Date	Description		Amount			
	15/10-2382 4		10/30/2015	88-84-93-2382 4 glens of connemara l/s		\$26.76			
	15/11-2000 4		11/02/2015	04-46-52-2000 4 well #4		\$41.05			
	15/11-2000 6		11/09/2015	69-98-10-2000 6 oak tree ln l/s		\$27.73			
	15/11-2000 8 (2)		11/12/2015	74-12-00-2000 8 harpers grove l/s		\$26.88			
	15/11-4722 3		11/12/2015	91-25-56-4722 3 eagle ridge l/s		\$25.38			
13078	11/23/2015	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$289.00		
	Invoice		Date	Description		Amount			
	1009127909		10/27/2015	random drug testing		\$177.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	1009128236		10/27/2015		post offer physical		\$112.00		
13079	11/23/2015	Open			Accounts Payable	OfficeMax Incorporated	\$121.11		
	Invoice		Date		Description		Amount		
	767890		11/05/2015		VH office, breakroom supplies		\$25.34		
	705590		11/03/2015		VH office, breakroom supplies		\$57.29		
	873219		11/11/2015		VH office, breakroom supplies		\$38.48		
13080	11/23/2015	Open			Accounts Payable	Orange Crush, LLC	\$108.12		
	Invoice		Date		Description		Amount		
	499565		11/03/2015		blacktop		\$108.12		
13081	11/23/2015	Open			Accounts Payable	Passport Parking, Inc.	\$206.83		
	Invoice		Date		Description		Amount		
	2565		10/31/2015		Oct 2015 Metra Mobile Pay		\$206.83		
13082	11/23/2015	Open			Accounts Payable	Pitney Bowes Global Financial Services LLC	\$528.45		
	Invoice		Date		Description		Amount		
	7249741-NV15		11/09/2015		7249741 - quarterly postage meter rental		\$528.45		
13083	11/23/2015	Open			Accounts Payable	Police Chief's Association of Will County	\$280.00		
	Invoice		Date		Description		Amount		
	15-11-11		11/11/2015		11/6/15 installation dinner		\$280.00		
13084	11/23/2015	Open			Accounts Payable	Quill Corporation	\$129.96		
	Invoice		Date		Description		Amount		
	9186724		10/30/2015		VH office, breakroom supplies		\$122.96		
	9193302		10/30/2015		#10 envelopes		\$34.99		
	210545		11/09/2015		credit for overcharge on #9193302		(\$27.99)		
13085	11/23/2015	Open			Accounts Payable	R & R Septic & Sewer Service, Inc.	\$6,250.00		
	Invoice		Date		Description		Amount		
	15-12621		10/27/2015		equipment rented to facilitate repair		\$6,250.00		
13086	11/23/2015	Open			Accounts Payable	Rainbow Printing	\$164.95		
	Invoice		Date		Description		Amount		
	4711526		11/05/2015		Building Inspection forms		\$139.95		
	411532		11/09/2015		scratch pads		\$25.00		
13087	11/23/2015	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$1,502.87		
	Invoice		Date		Description		Amount		
	1560142-IN		10/30/2015		vests LQ		\$735.95		
	1560141-IN		10/30/2015		vests JJ		\$735.95		
	1560463-IN		11/02/2015		uniforms MM		\$70.97		
	1560462-IN		11/02/2015		uniforms LQ		\$137.98		
	1560461-CM		11/02/2015		retd mdse 1551909, 1556485		(\$177.98)		
13088	11/23/2015	Open			Accounts Payable	Riccio Construction Corp.	\$6,661.15		
	Invoice		Date		Description		Amount		
	2663		10/30/2015		emergency sewer repair		\$6,661.15		
13089	11/23/2015	Open			Accounts Payable	Rod Baker Ford	\$1,907.20		
	Invoice		Date		Description		Amount		
	139364		10/22/2015		parts		\$33.75		
	C85140		10/07/2015		Repair PD0142		\$284.52		

Payment Register

From Payment Date: 11/10/2015 - To Payment Date: 11/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	139383		10/22/2015		Credit for Parts returned on Inv#138644		(\$397.85)		
	139649		11/05/2015		parts		\$456.75		
	139830		11/13/2015		parts		\$39.54		
	C87521		11/13/2015		repair 149		\$1,490.49		
13090	11/23/2015	Open			Accounts Payable	Royal Plumbing, Inc.	\$1,589.75		
	Invoice		Date	Description		Amount			
	8633		07/28/2015	RPZ Tests		\$1,589.75			
13091	11/23/2015	Open			Accounts Payable	Rydin Decal	\$903.00		
	Invoice		Date	Description		Amount			
	312765		11/02/2015	2016 Commuter Parking permits		\$903.00			
13092	11/23/2015	Open			Accounts Payable	S.B. Friedman & Company	\$7,629.20		
	Invoice		Date	Description		Amount			
	2		08/03/2015	Gateway TIF consulting		\$7,629.20			
13093	11/23/2015	Open			Accounts Payable	Shaw Media	\$686.64		
	Invoice		Date	Description		Amount			
	101510074589		10/31/2015	Village Page		\$324.00			
	101510074590		10/31/2015	legal notice		\$362.64			
13094	11/23/2015	Open			Accounts Payable	Shred-It USA, LLC	\$40.00		
	Invoice		Date	Description		Amount			
	9408093286		11/02/2015	v. h. shredding		\$40.00			
13095	11/23/2015	Open			Accounts Payable	Sosin & Arnold, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	90883		10/31/2015	Oct 2015 hearings		\$1,000.00			
13096	11/23/2015	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$33.74		
	Invoice		Date	Description		Amount			
	11-1546mr		11/06/2015	10/01/15-10/30/15 plotter usage		\$33.74			
13097	11/23/2015	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$12,468.13		
	Invoice		Date	Description		Amount			
	2015-10		11/01/2015	Oct 2015 reviews and inspections		\$12,468.13			
13098	11/23/2015	Open			Accounts Payable	The UPS Store	\$14.55		
	Invoice		Date	Description		Amount			
	MMN6TSY9T2GMX		08/12/2015	8/15/15 shipment		\$14.55			
13099	11/23/2015	Open			Accounts Payable	Theodore Polygraph Service	\$150.00		
	Invoice		Date	Description		Amount			
	5004		09/22/2015	9/15/15 test		\$150.00			
13100	11/23/2015	Open			Accounts Payable	TigerDirect, Inc.	\$2,477.49		
	Invoice		Date	Description		Amount			
	L28693760101		10/19/2015	computer warranty		\$150.89			
	L81783200105		10/30/2015	UPS Backup		\$2,326.60			
13101	11/23/2015	Open			Accounts Payable	TKB Associates, Inc	\$600.00		
	Invoice		Date	Description		Amount			
	11660		10/26/2015	Laserfiche Form and Workflow design		\$600.00			
13102	11/23/2015	Open			Accounts Payable	Tressler, LLP	\$27,296.32		
	Invoice		Date	Description		Amount			
	365082		11/09/2015	Oct 2015 retainer		\$8,610.15			

Payment Register

From Payment Date: 11/10/2015 - To Payment Date: 11/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	365085		11/09/2015		Oct 2015 prof legal services		\$12,646.17		
	365086		11/09/2015		Oct 2015 General Services		\$6,040.00		
13103	11/23/2015	Open			Accounts Payable	Urban Forest Management, Inc.	\$1,305.00		
	Invoice		Date		Description	Amount			
	150923		10/29/2015		plant list	\$108.75			
	150921		10/29/2015		Montefiori planning - Case 15-08	\$435.00			
	150920		10/29/2015		inspection & report	\$398.75			
	150919		10/29/2015		review and report	\$362.50			
13104	11/23/2015	Open			Accounts Payable	V & N Concrete Products, Inc.	\$154.60		
	Invoice		Date		Description	Amount			
	29527		10/26/2015		maintenance supplies	\$154.60			
13105	11/23/2015	Open			Accounts Payable	Verizon Wireless	\$109.42		
	Invoice		Date		Description	Amount			
	9754995391		11/03/2015		685282853-00001	\$109.42			
13106	11/23/2015	Open			Accounts Payable	Wohlt, Carl, A	\$2,755.12		
	Invoice		Date		Description	Amount			
	2015026		11/11/2015		Sep 2015 consulting	\$2,755.12			
13107	11/23/2015	Open			Accounts Payable	Amoonjump4u Inc	\$630.00		
	Invoice		Date		Description	Amount			
	40365		11/18/2015		12/5/15 sleigh, snowman, reindeer	\$630.00			
13108	11/23/2015	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date		Description	Amount			
	15-11-03		11/04/2015		M Fezekas	\$30.00			
13109	11/23/2015	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date		Description	Amount			
	15-10-10		11/04/2015		J LeFevers	\$30.00			
13110	11/23/2015	Open			Accounts Payable	Illinois State Treasurer	\$5.00		
	Invoice		Date		Description	Amount			
	15-11-03		11/04/2015		M Fezekas	\$5.00			
13111	11/23/2015	Open			Accounts Payable	Illinois State Treasurer	\$5.00		
	Invoice		Date		Description	Amount			
	15-10-10		11/04/2015		J LeFevers	\$5.00			
13112	11/23/2015	Open			Accounts Payable	Joe Galica Farm, Inc.	\$400.00		
	Invoice		Date		Description	Amount			
	15-12-05		11/16/2015		12/5/15 horse and wagon	\$400.00			
13113	11/23/2015	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date		Description	Amount			
	15-11-03		11/04/2015		M Fezekas	\$30.00			
13114	11/23/2015	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date		Description	Amount			
	15-10-10		11/04/2015		J LeFevers	\$30.00			
13115	11/23/2015	Open			Accounts Payable	Chicago Tribune	\$1,716.96		
	Invoice		Date		Description	Amount			
	002330504		10/31/2015		CU00211062 - Treasurer's Report recording	\$1,716.96			

Payment Register

From Payment Date: 11/10/2015 - To Payment Date: 11/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13116	11/23/2015	Open			Accounts Payable	Creative Decks Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2015-00000508		11/03/2015	refund clean up deposit - 16727 Pasture Dr		\$1,000.00			
13117	11/23/2015	Open			Accounts Payable	Interstate All Battery Center	\$24.64		
	Invoice		Date	Description		Amount			
	1918601006645		11/05/2015	12V battery		\$24.64			
13118	11/23/2015	Open			Accounts Payable	Xpress Professional Services	\$1,969.32		
	Invoice		Date	Description		Amount			
	INV-13015		11/06/2015	communication		\$1,969.32			
13119	11/23/2015	Open			Accounts Payable	Anderson, Earl	\$300.00		
	Invoice		Date	Description		Amount			
	15-12-05		11/16/2015	12/5/15 Santa		\$300.00			
13120	11/23/2015	Open			Accounts Payable	Helbling, Jim	\$400.00		
	Invoice		Date	Description		Amount			
	15-12-05		11/16/2015	12/5/15 tractor and wagon		\$400.00			
Type Check Totals:					84 Transactions		\$200,992.54		
<u>EFT</u>									
148	11/10/2015	Reconciled		10/31/2015	Accounts Payable	FM Bankcard Processing Center	\$53,209.91	\$53,209.91	\$0.00
	Invoice		Date	Description		Amount			
	2016-00000762		11/10/2015	2015 September procard invoices		\$53,209.91			
150	11/23/2015	Open			Accounts Payable	Southwest Agency for Health Management	\$95,616.21		
	Invoice		Date	Description		Amount			
	2016-00000796		11/19/2015	Dec 2015 health & dental premiums		\$95,616.21			
Type EFT Totals:					2 Transactions		\$148,826.12	\$53,209.91	\$0.00

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	84	\$200,992.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	84	\$200,992.54	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$95,616.21	\$0.00
	Reconciled	1	\$53,209.91	\$53,209.91
	Voided	0	\$0.00	\$0.00
	Total	2	\$148,826.12	\$53,209.91
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$296,608.75	\$0.00
	Reconciled	1	\$53,209.91	\$53,209.91
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$349,818.66	\$53,209.91

Payment Register

From Payment Date: 11/10/2015 - To Payment Date: 11/23/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-GMAT Project - GMAT Project									
Check									
30069	11/13/2015	Open			Accounts Payable	Breda Moving Co Inc	\$1,338.00		
	Invoice		Date	Description		Amount			
	86767		11/10/2015	per Matt Konie		\$1,338.00			
30070	11/13/2015	Open			Accounts Payable	Bunge's Tire & Auto	\$2,997.95		
	Invoice		Date	Description		Amount			
	0080618		10/29/2015	10 Jeep Patriot		\$1,512.61			
	0080619		10/29/2015	12 Chev Malibu		\$1,485.34			
Type Check Totals:					2 Transactions		\$4,335.95		
FM-GMAT Project - GMAT Project Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$4,335.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$4,335.95	\$0.00

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

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$4,335.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$4,335.95	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	\$205,328.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	86	\$205,328.49	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$95,616.21	\$0.00
	Reconciled	1	\$53,209.91	\$53,209.91
	Voided	0	\$0.00	\$0.00
	Total	2	\$148,826.12	\$53,209.91

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	87	\$300,944.70	\$0.00
	Reconciled	1	\$53,209.91	\$53,209.91
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	88	\$354,154.61	\$53,209.91

Payment Register

From Payment Date: 11/6/2015 - To Payment Date: 11/6/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
<u>EFT</u>									
149	11/06/2015	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$53,907.64		
	Invoice		Date	Description		Amount			
	2016-00000740		11/06/2015	IMRF 1 - IMRF Tier 1*		\$53,907.64			
Type EFT Totals:						1 Transactions	\$53,907.64		
FM-Clearing - Accounts Payable Totals									

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

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$53,907.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$53,907.64	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$53,907.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$53,907.64	\$0.00

Grand Totals:

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

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$53,907.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$53,907.64	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$53,907.64	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$53,907.64	\$0.00

Payment Register

From Payment Date: 11/20/2015 - To Payment Date: 11/20/2015

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
13121	11/20/2015	Open			Accounts Payable	Illinois State Treasurer	\$16,064.57		
	Invoice		Date	Description		Amount			
	15-11-20		11/20/2015	GMATTF settlement agreement		\$16,064.57			
Type Check Totals:						1 Transactions	\$16,064.57		
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$16,064.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$16,064.57	\$0.00

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

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$16,064.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$16,064.57	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$16,064.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$16,064.57	\$0.00

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

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$16,064.57	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$16,064.57	\$0.00

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF NOVEMBER, 2015**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 23rd day of November, 2015.**

ORDINANCE NO. _____

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

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

WHEREAS, Ti Amo Ristorante, Inc operating at 12350 Derby Road had previously applied for and was issued a Class A-3 Liquor License by the Village; and

WHEREAS, Ti Amo Ristorante has gone out of business thereby surrendering the liquor license previously issued;

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

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

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

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

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

Class	Number of Licenses	License Fee
A-1	4	\$2,200.00
A-2	1	\$2,200.00
A-3	16 15	\$2,100.00
A-4	4	\$1,500.00
A-5	1	\$2,000.00

Class	Number of Licenses	License Fee
A-6	1	\$1,500.00
A-7	0	\$2,100.00
A-8	1	\$1,500.00
B-1	3	\$1,100.00
B-2	As authorized by the Liquor Control Commissioner	\$25.00
B-3	As authorized by the Liquor Control Commissioner	\$25.00
C-1	11	\$2,000.00
C-2	0	\$1,500.00
C-3	1	\$1,500.00
C-4	0	\$1,500.00
C-5	1	\$200.00
D-1	1	\$250.00

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 23rd day of November, 2015.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____

Ron Stapleton
Rick Sniagowski
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 AMENDING ORDINANCE 725 ESTABLISHING A
PAY PLAN AND SCHEDULE OF AUTHORIZED POSITION**

Date: November 19, 2015

BACKGROUND/HISTORY

As a maintenance and procedural item, staff is recommending the amendment to the Village's established pay plan and schedule of authorized positions to more accurately reflect the current authorized staffing levels and positions within the Village.

RECOMENDATION

ACTION REQUIRED

Motion to Approve Ordinance

ATTACHMENTS

1. An Ordinance Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING ORDINANCE 725 ESTABLISHING A PAY PLAN AND
SCHEDULE OF AUTHORIZED POSITIONS**

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 23rd Day of November, 2015**

**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 23rd day of
November, 2015.**

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 725 ESTABLISHING A PAY PLAN AND SCHEDULE OF AUTHORIZED POSITIONS

WHEREAS, the Village of Lemont adopted Ordinance 725 as amended, which established a pay plan and provided a schedule of authorized employment positions; and

WHEREAS, it is necessary to amend the Ordinance to reflect the proposed organizational changes; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS, that the Schedule of Authorized Positions and Pay Ranges is hereby amended as shown in Exhibit A.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 23rd DAY OF November, 2015.

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

Approved by me this 23rd day of November, 2015

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Village of Lemont
Position Listing

	Authorized FY2011-2012	Authorized 2012-2013	Authorized 2013-2014	Authorized 2014-2015	Amended 2014-2015	Authorized 2015-2016
Administration						
Village Administrator	1	1	1	1	1	1
Assistant Village Administra	1	1	0	0	0	0
Human Resource Generalist	0	0	1	1	1	1
Executive Secretary	1	1	1	1	1	1
Planning/Economic Development						
Planning and Economic Dev Planner	1	1	1	1	1	1
Marketing Coordinator	1	1	1	1	1	1
Building Department						
Building Commissioner	1	1	1	1	1	1
Chief Building Inspector	1	1	1	1	1	1
Code Enforcement Officer	1	1	1	1	1	1
Administrative Assistant	1	1	2	2	2	2
Finance Department						
Finance Director/Treasurer	0	0	1	1	1	1
Treasurer	0	1	1	0	0	0
Account Analyst	1	0	0	0	0	0
Account Assistant	1	0	0	0	0	0
Financial Analyst	0	0	0	1	1	1
Police						
Police Chief	1	1	1	1	1	1
Commander	2	2	2	2	2	2
Sergeant	6	6	6	6	5	4
Police Officer	18	18	18	18	20	20
Community Service Officer	2	2	2	2	2	2
Police Office Manager	1	1	1	1	1	1
Police Records Lead Worker	1	1	1	1	1	1
Police Records Specialist	1	1	1	1	1	1
Public Works						
Public Works Director	1	1	1	1	1	1
Water and Sewer Manager	1	1	1	1	1	1
Water Operator	1	1	1	1	1	1
Operations Division Manage	1	1	1	1	1	1
Fleet Manager	1	1	1	1	1	1
Mechanic	1	1	1	1	1	1
Water Supervisor	0	1	1	1	1	1
Crew Leader	3	2	2	2	2	2
Maint Worker I & II	9	9	9	9	8	8
Water Billing Supervisor	1	1	1	1	1	1
Meter Reader	1	0	0	0	0	0
Administrative Assistant	0	1	1	1	1	1
Total	64	63	65	65	65	64

Village of Lemont
 Position Listing
 Part-Time

	Authorized FY2011-2012	Authorized 2012-2013	Authorized 2013-2014	Authorized 2014-2015	Amended 2014-2015	Authorized 2015-2016
Administration						
Planning/Economic Development						
Planning/Economic Intern	1	0	0	0	0	1
Planning & Zoning Secretary	1	0	0	0	0	0
Building Department						
Administrative Assistant	1	1	0	0	0	0
Plumbing Inspectors	2	2	3	3	3	3
Electrical Inspectors	2	2	2	2	2	2
Summer Worker	0	0	0	1	1	1
Finance Department						
Clerk	2	2	2	2	2	2
Account Assistant	0	1	1	1	1	1
Accountant	0	0	0	1	1	1
Police						
Police Officer	6	6	6	6	6	6
Accreditation Manager	0	1	1	1	1	1
Crime Prevention Officer	1	1	1	1	1	1
Crossing Guard	6	6	6	6	6	3
Traffic Safety Officer	8	19	19	19	19	0
Cadet	11	11	11	11	11	11
Records Clerk	1	1	1	1	1	2
Police Evidence Custodian	1	1	1	1	1	1
LEMA Director	1	1	1	1	1	1
LEMA Deputy	1	1	1	1	1	1
LEMA Staff	0	0	0	0	0	19
Public Works						
Meter Reader	0	1	1	1	1	1
Summer Worker	7	7	7	7	8	8
Total	52	64	64	66	67	66

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Marc Maton, Police Chief

Subject: **AN ORDINANCE AMENDING LEMONT MUNICIPAL CODE:
CHAPTER 2.28: BOARD OF FIRE AND POLICE COMMISSIONERS
(Procedures for Police Department Vacancies and Promotions)**

Date: November 19, 2015

BACKGROUND/HISTORY

Village and legal staff are recommending the amendment to Chapter 2.28 of the Board of Fire and Police Commission section of the Lemont municipal code. The amendment would outline and specify appropriate procedures for filling departmental vacancies and promotions.

RECOMENDATION

ACTION REQUIRED

Motion to Approve Ordinance

ATTACHMENTS

1. An Ordinance Amending Lemont Municipal Code: Chapter 2.28: Board of Fire and Police Commissioners

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 2.28: BOARD OF FIRE AND POLICE COMMISSIONERS
(Procedures for Police Department Vacancies and Promotions)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF November, 2015**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 23rd day of November, 2015.**

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 2.28: BOARD OF FIRE AND POLICE COMMISSIONERS
(Procedures for Police Department Vacancies and Promotions)**

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

WHEREAS, the Village President and Board of Trustees desire to amend a certain provision of the Lemont, Illinois Municipal Code (“Village Code”); and

WHEREAS, the Village finds that it is in the best interests of the Village and its residents to amend Chapter 2.28 of the Village Code in the manner set forth below;

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

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

SECTION 2: The Lemont Municipal Code, Chapter 2, Section 2.28 is hereby amended by inserting such new text in the manner and form shown in underlined bold type below, by adding Section 2.28.030 (3) and shall hereafter provide as follows:

2.28.010. - Compensation.

The secretary of the board of fire and police commissioners shall serve without compensation for his services, and the members of the board shall serve without compensation.

2.28.020. - Powers and duties.

The board of fire and police commissioners shall have such powers and duties as are now, or as may hereafter be, given to it by law, except that:

- (1) The power and right to appoint the chief of police is expressly reserved in the village mayor and the board of trustees, and the chief of police shall not be appointed by the board of fire and police commissioners.

(2) Commanders shall be appointed by the chief of police and not by the board of fire and police commissioners.

(3) No vacancy for original appointment or promotion within the Lemont Police Department shall be considered an open vacancy for purposes of the board of fire and police commissioners appointment of the same without (1) a determination by the chief of police that a vacancy exists and (2) the filing of a written certification by the village administrator with the board of police and fire commissioners confirming such a vacancy exists and directing the board of fire and police commissioners to fill such a vacancy.

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

SECTION 4: The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 23rd day of November, 2015.

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
Chris Smith, Finance Director

Subject: Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Designation of the Downtown Lemont Tax Increment Finance Redevelopment Project Area Within the Village of Lemont

Date: November 23, 2015

BACKGROUND/HISTORY:

Downtown TIF District was established in 1991 with a base Equalized Assessed Valuation of \$3,231,716. Over the course of 24 years the Village of Lemont has made many improvements using the tax increment. The 2014 Equalized Assessed Valuation is \$14,691,772. For the tax levy year 2015 all districts including the Village will need to capture the growth when assessing their levy amount.

DISCUSSION:

On December 31, 2015 the Downtown TIF is set to expire. According to TIF regulations the municipality must notify the affected taxing districts and adopt an ordinance dissolving the special tax allocation fund. Staff began the process on September 28th. Aside from filing the Ordinances with Cook County, the attached Ordinance is the last step in the process.

- 1) September 28th– Board passed Ordinance Authorizing the Payment of Redevelopment Project Costs and Distribution of Excess Monies for the Downtown Lemont Tax Increment Finance Redevelopment Project Area Within the Village of Lemont.
- 2) October 5th -Notice of Termination sent registered mail to the affected tax Districts
- 3) November 23rd - Ordinance dissolving the special tax allocation fund and terminating the Downtown TIF

RECOMMENDATION:

Pass the attached Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Designation of the Downtown Lemont Tax Increment Finance Redevelopment Project Area Within the Village of Lemont.

ORDINANCE NO. _____

AN ORDINANCE DISSOLVING THE SPECIAL TAX ALLOCATION FUND AND TERMINATING THE DESIGNATION OF THE DOWNTOWN LEMONT TAX INCREMENT FINANCE REDEVELOPMENT PROJECT AREA WITHIN THE VILLAGE OF LEMONT

* * * *

WHEREAS, the Board of Trustees (the “**Corporate Authorities**”) of the Village of Lemont (the “**Municipality**”), adopted on May 29, 1991 a series of Ordinance No. 689, No. 690, and No. 691_(collectively, the “**TIF Ordinances**”, which adopted tax increment financing, established a special tax allocation fund and approved and adopted a redevelopment plan and project for the Downtown Lemont Tax Increment Finance Redevelopment Project Area (the “**Redevelopment Project Area**”); and

WHEREAS, the Municipality has notified affected taxing districts of the proposed termination of the Redevelopment Project Area, as a redevelopment project area, in accordance with the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the “**Act**”; and

WHEREAS, with respect to the Redevelopment Project Area, all redevelopment project costs have been paid, all obligations relating thereto have been paid and retired and all excess monies, if any, have been distributed; and

WHEREAS, in accordance with the provisions of Section 8(b) of the Act, the Municipality desires to dissolve the special tax allocation fund relating to the Redevelopment Project Area and terminate the designation of the Redevelopment Project Area as a redevelopment project area.

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

Section 1. The special tax allocation fund established in regard to the Redevelopment Project Area is hereby dissolved.

Section 2. The designation of the Redevelopment Project Area described on Exhibit A as a redevelopment project area is hereby terminated.

Section 3. This Ordinance shall be in full force and effect upon its passage by the Corporate Authorities.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 5. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Section 6. The Village Clerk shall immediately file a certified copy of this Ordinance with the County Clerk of Cook, Dupage and Will County, Illinois.

PASSED by the Corporate Authorities on _____, ____.

APPROVED: _____, ____.

President/Mayor

AYES: _____

NAYS: _____

ABSENT: _____

RECORDED in the [Municipal] Records on _____, ____.

Attest:

[Municipal] Clerk

(SEAL)

[Attach as Exhibit A, Legal Description of [_____] Redevelopment Project Area.

[File with appropriate County Clerk(s)]

LEGAL DESCRIPTION**DOWNTOWN REDEVELOPMENT PROJECT AREA**

THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF SECTION 20; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF (ALSO BEING THE NORTH LINE OF LOT 1 IN COUNTY CLERK'S DIVISION OF SECTION 20) A DISTANCE OF 1460 FEET MORE OR LESS TO A BEND IN SAID LOT 1; THENCE SOUTHWESTERLY 960 FEET ALONG THE NORTHWESTERLY LINE OF LOTS 1 AND 2 IN SAID COUNTY CLERK'S DIVISION TO A NORTH-SOUTH ALLEY IN SINGER AND TALCOTT'S STONE COMPANY SUBDIVISION; THENCE NORTHWESTERLY 180 FEET MORE OR LESS TO THE SOUTH LINE OF LOT 209 IN SANITARY DISTRICT TRUSTEE'S SUBDIVISION IN SAID SECTION 20; THENCE SOUTHWEST 140 FEET ALONG LAST SAID SOUTH LINE TO THE SOUTHEASTERLY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG LAST SAID RIGHT-OF-WAY LINE TO THE WESTERLY LINE OF STEPHEN STREET; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF STEPHEN STREET TO THE NORTH LINE OF LOTS 6 THRU 10 OF BLOCK 28 IN THE VILLAGE OF KEEPTAW, A PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 6 THRU 10 AND ITS WEST EXTENSION TO THE EAST LINE OF LOT 17 IN COUNTY CLERK'S DIVISION, A SUBDIVISION IN THE SOUTH 1/2 OF SAID SECTION 20; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 17 TO THE NORTH LINE OF CANAL STREET; THENCE WEST ALONG THE NORTH LINE OF CANAL STREET TO THE SOUTHEAST CORNER OF LOT 1 IN VILLAGE OF LEMONT, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SAID SECTION 20; THENCE SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 AND ALONG THE EAST LINE OF BLOCK 10 IN SAID VILLAGE OF LEMONT TO A POINT ON A LINE PARALLEL AND CONCENTRIC WITH AND 25 FEET NORTHERLY FROM THE SOUTH BOUND MAIN TRACK OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LOTS 1 THRU 14 INCLUSIVE IN BLOCK 10 IN SAID VILLAGE OF LEMONT; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHWEST CORNER OF LOT 14 IN BLOCK 10 IN SAID VILLAGE OF LEMONT; THENCE WESTERLY TO THE EAST LINE OF BLOCK 2 IN THE VILLAGE OF LEMONT AT A POINT THAT IS 25 FEET SOUTHERLY OF THE CENTER LINE OF THE NORTHBOUND MAIN TRACK OF SAID ILLINOIS CENTRAL RAILROAD COMPANY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 2 TO THE NORTH LINE OF NEW AVENUE; THENCE WESTERLY ALONG THE NORTH LINE OF NEW AVENUE TO THE WEST LINE OF BLOCK 9 IN SAID VILLAGE OF LEMONT; THENCE SOUTHEASTERLY ALONG THE LAST SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF NEW AVENUE; THENCE EASTERLY ALONG THE LAST SAID RIGHT-OF-WAY LINE TO A POINT 30 FEET WEST OF LOCKPORT STREET; THENCE SOUTHEAST TO A POINT IN THE WEST LINE OF LOCKPORT STREET 20 FEET SOUTH OF THE SOUTH LINE OF NEW AVENUE; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF LOCKPORT STREET TO THE SOUTH LINE OF THE EAST-WEST

ALLEY IN BLOCKS 7 AND 8 OF THE VILLAGE OF LEMONT AS RECORDED AUGUST 8, 1974 AS DOCUMENT NO. 184242; THENCE NORTHEASTERLY 902 FEET ALONG THE LAST SAID SOUTH LINE TO THE WEST LINE OF LEMONT STREET; THENCE SOUTHEASTERLY 198 FEET ALONG LAST SAID WEST LINE TO THE SOUTH LINE OF CASS STREET; THENCE NORTHEASTERLY 526 FEET ALONG LAST SAID SOUTH LINE TO THE EAST LINE OF STEPHEN STREET; THENCE NORTHWESTERLY 300 FEET MORE OR LESS TO THE SOUTH LINE OF ILLINOIS STREET; THENCE NORTHEASTERLY 1990 FEET MORE OR LESS ALONG LAST SAID SOUTH LINE TO THE EAST LINE OF PRUYNE STREET IN THE TOWN OF ATHENS; THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF THE ILLINOIS STREET CUTOFF TO MERGE WITH MAIN STREET TO THE EAST LINE OF SAID SECTION 20; THENCE NORTH 660 FEET MORE OR LESS ALONG LAST SAID EAST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 20 AND BEING THE PLACE OF BEGINNING, ALL IN THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS.

ALSO, THOSE PARTS OF VACATED HINSDALE STREET AND VACATED LAWRENCE STREET IN THE VILLAGE OF LEMONT LYING NORTHERLY OF THE NORTHERLY LINE OF CANAL STREET AND SOUTHERLY OF THE NORTH LINE OF LOT 6 IN BLOCK 28 IN KEEPOTAW IN SAID SECTION 20, EXTENDED WEST, AND DUE WEST OF A LINE COMMENCING AT A POINT OF SAID NORTHERLY LINE OF CANAL STREET 56.96 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTHERLY ALONG A LINE WHICH IS 56.96 FEET EASTERLY FROM AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 17, A DISTANCE OF 68.65 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID CANAL STREET, A DISTANCE OF 6 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE 15 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 6 IN BLOCK 28 IN KEEPOTAW; THENCE NORTH ALONG SAID LAST MENTIONED PARALLEL LINE TO ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 6 IN BLOCK 28 IN KEEPOTAW EXTENDED WEST IN COOK COUNTY, ILLINOIS.

Village Board

Agenda Memorandum

To: Mayor & Village Board
From: Mark LaChappell
Subject: Amendments to the Lemont Building Code
Date: November 23, 2015

BACKGROUND/HISTORY

Attached is the Ordinance for the code updates to the Lemont Building Code. The updates are as follows: Amending the posthole requirements to 42", removing the electrical requirement for hard wiring garbage disposals and dishwashers, adding an ordinance for the expiration of permit applications and requiring soil test reports for new single/multi family new construction.

RECOMMENDATION

Staff recommends approval

ATTACHMENTS (IF APPLICABLE)

Ordinance Packet

SPECIFIC VILLAGE BOARD ACTION REQUIRED

The passage of the recommended code amendment to be effective January 1, 2016

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**An Ordinance Amending Title 15 of the
Lemont, Illinois Municipal Code**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF November, 2015**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 23th day of November, 2015.**

ORDINANCE NO. _____

**An Ordinance Amending Title 15 of the
Lemont, Illinois Municipal Code**

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

WHEREAS, the Village President and Board of Trustees desire to amend a certain provision of the Lemont, Illinois Municipal Code (“Village Code”); and

WHEREAS, the Village finds that it is in the best interests of the Village and its residents to amend Title 15 of the Village Code in the manner set forth below;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1: The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION 2: The Village Code, as amended, is hereby further amended in Title 15, Buildings and Construction, Chapter 15.10 Electrical Code, Section 15.10.040 Branch Circuits Required, with deletions in strikethrough so that Section 15.10.040 shall be read as follows:

15.10.040. – Branch circuits required.

(b) A single receptacle shall be required for all cord and plug appliances and equipment required to have a dedicated circuit.

~~(c) Dishwashers and garbage disposals shall be "hard-wired" with an approved wire and conduit system. Cord and plug connections are not permitted.~~

SECTION 3: The Village Code, as amended, is hereby further amended in Title 15, Buildings and Construction, Chapter 15.06 Single-Family Building Code, Section 15.06.020 Amendments, with deletions in strikethrough and additions in underlined text so that Section 15.06.020 shall be read as follows and renumber the remaining subsections of Section 15.06.020 in consecutive order:

15.06.020. – Amendments.

The following additions, insertions, deletions and changes are made to the International Residential Code for One- and Two-Family Dwelling Code, 2006 edition, adopted in section 15.06.010:

30. *Section R321.1 Premises identification.* Delete in its entirety and in lieu thereof substitute the following new section R321.1:

Section R321.1 Street numbers. Each structure to which a street number is assigned shall have such number displayed in a position easily observed and readable from the public way. All numbers shall be in Arabic numerals at least four inches (4") high and ½-inch stroke.

31. Section R401.4 Soil Tests. Delete in its entirety and in lieu thereof substitute the following new section R401.4:

Section R401.4 Soil Tests. A soil test shall be submitted for every new single and multi family dwelling at time of permit application submittal. This test shall be made by an approved agency using an approved method.

~~4241.~~ *Section R502.2.2 Decks.* Amend by adding the following new sections R502.2.2.1, R502.2.2.2, R502.2.2.3, R502.2.2.4 and R502.2.2.5:

Section R502.2.2.1 Ledger boards. Ledger boards shall be attached to the rim joist or other wooden structural framing member of the house with minimum ½" diameter carriage bolts. (Minimum ½" lag bolts may be used in existing construction where the rim joist has been enclosed by the interior construction.) Said bolts shall be installed no more than sixteen (16) inches on center in an alternating top to bottom or "stitch bolt" pattern, and at least one bolt shall be located within 4" of each end or splice.

~~*Section R502.2.2.2 Post holes.* Post holes shall be minimum twelve (12) inches in diameter and no less than forty eight (48) inches in depth, and the inside of the post hole shall be lined with a prefabricated tube type form (Sono tube or similar) in which to install the concrete.~~ **Post holes shall be minimum twelve (12) inches in diameter and no less than forty-two (42) inches in depth.**

SECTION 4: The Village Code, as amended, is hereby further amended in Title 15, Buildings and Construction, Chapter 15.00 Building Administration, Section 15.00.080 Building Permits, with additions in underlined text so that Section 15.00.080 shall be read as follows:

15.00.080. – Building permits.

(m) Extension and expiration of building permit.

(7) Permit Issuance. Upon notification of approval by the Building Department, a permittee must retrieve the approved building permit from the Building Department. All building permits must be retrieved and paid in full within 45 days of the notice date. Any building permit not paid in full and retrieved within 45 days shall expire and be invalidated.

SECTION 5: The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 25th day of November, 2015.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____
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
Chris Smith, Finance Director
Ralph Pikula, Public Works Director

Subject: Resolution Approving a Proposal for Crystal Maintenance Service Corp.

Date: November 23, 2015

BACKGROUND/HISTORY

On Thursday August 20, 2015, the Village issued a Request for Proposals (RFP) for Municipal Building Cleaning Services. The RFP was posted on the Village's website and five were sent the proposals via email.

On September 14th and September 30th staff hosted a mandatory walkthrough of each facility. The RFP did include local presence as preferred; however, due to the scope of services and price staff felt that this was not a mandatory requirement.

DISCUSSION

The proposals were due to the Finance office on October 16, 2015. The following five companies submitted proposals:

- | | |
|---------------------------------------|-------------------|
| 1. Crystal Maintenance Corp- | \$35,340 per year |
| 2. ECO Clean Maintenance- | \$38,028 per year |
| 3. All American Clean- | \$39,180 per year |
| 4. Alpha Building Maint Services Inc. | \$43,680 per year |
| 5. Service Master | \$70,800 per year |

Crystal Maintenance Corp, located in Mt. Prospect, did supply three references

1. Des Plaines Public Library
2. Village of Winfield
3. City of Highland Park

The original contract will be for one year (30 day notice to cancel) with options to extend up to four years. Crystal Maintenance Corp. stated that their price will hold firm until year four.

RECOMMENDATION:

Staff recommends that the Village Board adopt the attached Resolution Approving a Proposal for Crystal Maintenance Service Corp.

Resolution No. _____

A Resolution Approving a Proposal for Crystal Maintenance Service, Corp

WHEREAS, the Village of Lemont (“Village”) issued a Request for Proposals for Custodial Services; and

WHEREAS, the Village received five proposals in response to its request; and

WHEREAS, after Village staff conducted a thorough review of all proposals and contacted references, Village staff has recommended awarding Crystal Maintenance Services, Corp; and

WHEREAS, upon receipt and review of the said proposal, the President and Board of Trustees have determined that it is advisable, necessary and in the best interests of the Village to accept the proposal from Crystal Maintenance Services, Corp.

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

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

Section Two: The Village Administrator is authorized to accept the proposal from Crystal Maintenance Services, Corp attached hereto as Exhibit A, to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this Resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this _____ day of _____, 2015

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 of Lemont

2016 Custodial Services

Bid and Contract Documents

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INVITATION TO BID

CUSTODIAL SERVICES 2016

RECEIPT OF BIDS

Sealed bids for the Village of Lemont 2016 Custodial Services are invited and will be received by the Village of Lemont (hereinafter referred to as The Village) at 418 Main Street (Village Hall), Lemont, Illinois 60439 on or before, but not later than **10:00 A.M. Local Time on Friday, October 16, 2015**. Each Bidder shall be required to submit one original digital copy (PDF Format) and one paper copy of their respective bid in a sealed envelope or box. Sealed envelopes or packages containing bids shall be marked or endorsed:

Bid for Village of Lemont, Illinois

Custodial Services 2016

MANDATORY WALKTHROUGH

All bidders are required to visit each building described in Appendices. Village staff will conduct a walkthrough of each facility on **Wednesday, September 14, 2015 at 9:30 am**. The walk through will begin at the Village Board room in Village Hall at 418 Main Street, Lemont, Illinois.

GENERAL DESCRIPTION OF WORK

The following invitation for bid involves providing Custodial Services to Facilities in the Village of Lemont.

For information on how to receive a copy of the Bid Package contact the Public Works Department at

630-257-2532

HOLDING OF BIDS

No Bid shall be withdrawn after Friday October 16, 2015 at 10:00 AM without the consent of the Village, for a period of sixty (60) days.

QUALIFICATION OF BIDDERS

It is the intention of the Village to award a contract only to the Bidder who furnishes satisfactory evidence that they have the requisite qualifications and ability and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly, and to complete the work within the time named in the Contract Documents.

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Bidder to perform the work, and the Bidder shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Bids will not be accepted.

BID QUESTIONS

All comments or concerns regarding this Bid shall be addressed to the Village of Lemont Public Works Department via email at csmith@lemont.il.us. This will allow for responses to go to all Bidders in the event that the question has a pertinent relevance to all those involved. All such questions must be posed no later than one week before the bids are due.

AWARD OF CONTRACT

The Village reserves the right to award a contract which in its judgment is in the best interest of the Village. The Village reserves the right to select which Items listed in the Schedule of Prices shall be included in the contract, including the right to accept or reject any or all Bids, or any part thereof; waive any minor defects, irregularities; and to decide not to award any contract. The anticipation start date of the contract is January 1, 2016.

INSTRUCTIONS TO BIDDERS

1. All bidders are required to visit each building described in Appendices. Village staff will conduct a walk through of each facility on **Wednesday, September 14, 2015, at 9:30 AM**. The walk through will begin at the Village Board room in Village Hall at 418 Main Street, Lemont, Illinois.
2. Bid to be made on Schedule of Prices form which is included in the Contract Documents.
3. Bid documents must be accompanied by an acceptable bid bond.
4. Public Contract Statements must be signed and submitted with the bid documents.
5. Performance and Payment Bond and Proof of Insurance coverage must be on file with the Village of Lemont before work can be started. The Village of Lemont must be named as "additional insured" on the Contractor's general comprehensive liability policies.
6. Bidders shall at the time of making its Bid, and as part of its Bid, submit a list of all the subcontractors and equipment suppliers with whom it proposes to contract, and the class of work or equipment to be performed or furnished by each. Such list shall not be added to, nor altered, without the written consent of the Village. The Village reserves the right to approve any and all subcontractors and no subcontractor shall be allowed to do work unless they are listed in the Bidder's Bid, or in a subsequent written statement to the Village.
7. Bidder shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the Village shall be with the Bidder. Subcontractors shall be recognized only in such capacity.
8. The Village reserves the right to reject any and all bids, to waive any informality in bidding, or accept the bid that, in its opinion, will serve its best interests.
9. The bid security of the two (2) lowest formal bidders for the Contract will be held until the contract is executed and approved and then returned to these bidders. The balance of the bid securities submitted will be returned within ten (10) days after the opening of bids.
10. Each bidder shall submit with its bid the following data within five (5) days of submission of this bid:
 - a. A statement that the bidder maintains a permanent place of business and address thereof.
11. Any bidder may be required by the Village to submit additional data to satisfy the Village that such bidder is prepared to fulfill the Contract, if it is awarded to them.
12. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the sites of the work, the structure of the ground, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed.
13. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matters or things concerning which the Contractor did not inform itself prior to bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other Contractor.

PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____

as Principal, and _____

as Surety, are held and firmly bound unto _____ the full
and just sum of _____ Dollars

(\$ _____), lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well
and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents;

WHEREAS, The Principal has entered into a certain written Contract, dated this _____
day of _____, 2015, with the _____ for _____
_____ complete, as described in the
foregoing Contract.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all
respects will and truly keep and perform the said Contract, and shall pay all sums of money due or to
become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of
construction of the work provided in said Contract, and shall remove and replace any defects in
workmanship or materials which may be apparent or may develop within a period of one (1) year from the
date of final acceptance, then this obligation shall be null and void; otherwise it shall remain in full force
and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of
the specifications accompanying the same shall in any way affect its obligation on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____

day of _____, 2015.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

Principal

WITNESS:

(If Individual or Firm)

ATTEST:

(If Corporation)

_____(SEAL)

_____(SEAL)

Surety

ATTEST:

(Surety)

VILLAGE OF LEMONT PUBLIC CONTRACT STATEMENTS

The Village of Lemont is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

PUBLIC CONTRACT STATEMENTS

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Lemont requires the following certification be acknowledged:

The below-signed bidder/contractor hereby certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Lemont with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Lemont requires the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Lemont Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village of Lemont as a term and condition of acceptance of this (bid or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Administrator and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) MONIKA TALAR

CRYSTAL MNGT & MAINT SERVICES CORP.

Print Name of Contractor/Bidder/Supplier

[Signature]

Signature

GENERAL MANAGER

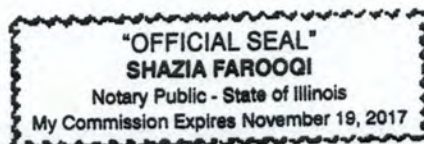
Title

Subscribed and Sworn to before me this 13TH day of OCTOBER, 2015.

[Signature]

Notary Public

Notary _____ Expiration _____ Date NOV, 19, 2017



SCHEDULE OF PRICES

TO: THE VILLAGE OF LEMONT, ILLINOIS

FULL NAME OF BIDDER: CRYSTAL MNGT & MAINT SERVICES CORP

MAIN BUSINESS ADDRESS: 1699 WALST, SUITE 504
MT. PROSPECT, IL 60056

PLACE OF BUSINESS: ILLINOIS

The undersigned, declares that it has carefully examined the location of the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Bid is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "CUSTODIAL SERVICES 2016", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

If this bid is accepted, and the undersigned fails to contract as aforesaid and to give the Bond for Faithful Performance required by the Special Conditions of the Contract and by law, and to provide all insurance as required by the Contract Documents within fifteen (15) days after the date of the award of the Contract, the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

If awarded a contract under this Bid, the undersigned proposes to commence work at the site within fifteen (15) calendar days after the effective date of the award of the Contract. The undersigned further agrees to fully complete all work covered by this Bid to the point of final acceptance by the Village within thirty (30) working days from the start-up date.

SECURITY

Accompanying this Bid is a CASHIERS CHECK

in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS⁰⁰/₁₀₀ Dollars

(\$ 2,500.00).

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least five percent (5%) of the Total Base Bid.

SCHEDULE OF PRICES

INCLUDE ALL MATERIALS AND SUPPLIES

Item No.	Village of Lemont Custodial Service Locations	Monthly Unit Price	Extended Price
1.	Village Hall 418 Main Street	\$ <u>630.00</u>	\$ <u>7,560.00</u>
2.	Police Station 14600 127 th Street	\$ <u>1,365.00</u>	\$ <u>16,380.00</u>
3.	Safety Village 55 Stephen Street	\$ <u>315.00</u>	\$ <u>3,780.00</u>
4.	Metra Station 101 Main Street	\$ <u>345.00</u>	\$ <u>4,140.00</u>
5.	Parking Garage Elevator 340 River Street	\$ <u>290.00</u>	\$ <u>3,480.00</u>
		2016 Total	\$ <u>35,340.00</u>
	2nd year contract option - the unit prices above shall be adjusted by <u>0.0</u> percent	2017 Total	\$ <u>35,340.00</u>
	3rd year contract option - the unit prices above shall be adjusted by <u>0.0</u> percent	2018 Total	\$ <u>35,340.00</u>
	4 th year contract option - the unit prices above shall be adjusted by <u>1.00</u> percent	2019 Total	\$ <u>35,693.40</u>
	5 th year contract option - the unit prices above shall be adjusted by <u>1.00</u> percent	2020 Total	\$ <u>36,050.00</u>

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. N/A	
2. _____	
3. _____	
4. _____	

Date

Legal Entity

(Sign here)

By _____

(Print Name)

Phone _____

E-mail _____

**VILLAGE OF LEMONT
CUSTODIAL SERVICES PROGRAM
BID SPECIFICATIONS**

A. GENERAL INSTRUCTIONS

Objective:

To provide for a safe and clean working environment for employees of the Village and residents conducting business at Village facilities.

Scope of Work:

Contractor will supply all labor, material, equipment and supplies including paper products, trash liners, and hand soap to perform the daily, weekly, monthly, and Biannual cleaning of each facility as listed in Appendix B. Work will be performed according to the schedule of assigned tasks developed by the Village for each facility. All supplies to be stored in Village facilities must be accompanied with Material Safety Data Sheets. Must include all material and supplies in the bidding price.

Schedule:

See Appendix C, Listing of Custodial Services for cleaning schedules. Holidays and dates observed by the Village will be provided for Village Hall and Police Station. Must include all material and supplies in the bidding price.

Supervision:

Contractor will provide on-site supervision at all times and quality control inspections weekly. The Contractor will supply the Village with the name, office telephone number, cell phone number and email address and/or fax number of a contact person.

Communication:

The Village will have authorized personnel monitor the contractual cleaning services. It is mandatory that our personnel be able to communicate verbally, in writing and via e-mail with a working supervisor of the crew(s), and reasonable complaints and concerns be addressed within twenty four (24) hours when brought to the supervisor's attention.

Contract Term:

The contract will be for one (1) year. The Village may choose to extend the contract by one year, two years, three years or four years based on the performance of the Custodial Service. The Village may cancel services with the contractor at any time upon giving thirty (30) days written notice of its intention.

GENERAL CONDITIONS OF THE CONTRACT

1. Contract Security

The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the aggregate amount of the Contract as security for the faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

2. Contractor's Insurance

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
4. Builder Risk Property Coverage with Village as loss payee
5. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
3. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
5. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
6. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village and its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Indemnity/Hold Harmless Provision

1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges

of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

2. Kotecki Waiver. In addition to the requirements set forth above, the Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

K. Retention of Payments:

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

L. Patent Fees and Royalties:

Contractor shall indemnify and hold harmless the Village and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

3. Certificate of Authority and Surety Certificate

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance (IDOI) for the bonding company that they are using. (See an Example in Appendix A.)

The Contractor shall also furnish the Village with a current Certificate of Authority issued by the Illinois Department of Insurance (IDOI) for the insurance company that they are using. (See an Example in Appendix A.)

4. Plans and Specifications

The Plans and Specifications and any work shown thereon shall be executed the same as if specifically mentioned herein and should any discrepancy between plans and specifications appear, the ruling of the Public Works Director on the interpretation thereof shall be final and binding.

It is the intention of these Plans and Specifications to provide for this improvement in a complete, thorough and workman-like manner. The Contractor to whom the work is awarded shall furnish all materials, labor, tools, appliances, appurtenances, and all things necessary to complete the work in accordance with these Plans and Specifications, and anything omitted that may be interpreted as reasonably necessary to such completion is to be merged in the prices bid for the improvement.

5. Changes

If the Public Works Director deems it proper or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract, and bid, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual Contract between the Village and Contractor, before such work shall be commenced.

6. Extra Work

No claim whatsoever will be allowed the Contractor for changes, extra work or material not completed or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the Contractor is first ordered in writing by the Public Works Director, and the price therefore agreed to in writing.

Minor changes or small modifications in the specifications which may be made to suit some special condition or situation shall not be construed as a precedent for like changes at other times, nor shall such modifications be construed by the Contractor as removing the work from the classification given in the bid, and placing it under the category of "Extra Work".

7. Notice of Starting Work

The Contractor shall notify the Public Works Director forty-eight (48) hours before beginning any work on this Contract, or of its intention so to do; in case of a temporary suspension of the work he shall give a similar notice before resuming same.

8. Sequence

The Public Works Director shall have the power to direct the order and sequence of the work. On any major portion of the work, all accessories shall be set coincident with the main construction. Payment for major portion of the work may be withheld until proper completion of accessories.

9. Supervision

The Public Works Director shall have override power to superintend and direct the work, and the Contractor shall perform all of the work herein specified, to his entire satisfaction, approval and acceptance.

10. Contractor's Representative

The Contractor shall have at all times a competent foreman or superintendent at the work site, who shall have full authority to act for the Contractor and to receive and execute orders from the Public Works Director, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

11. Workers

The Contractor shall employ competent staff and shall discharge, at the request of the Public Works Director, any incompetent, unfaithful, abusive or disorderly workers in its employ. None but staff expert in their respective branches of work shall be employed where special skill is required.

12. Payment

Payment will be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

13. Termination of Contract

If, at any time, the Public Works Director shall be of the opinion that the work under this Contract is unnecessarily delayed and will not be finished in the prescribed time, or that the work is not being performed in a satisfactory manner, he will so notify the Contractor in writing. If the Contractor has not within ten (10) days thereafter taken such measures, as will in the judgment of the Public Works Director, insure the satisfactory completion of the work under this Contract on or before the dated specified in the Bid, the Village may notify the Contractor to discontinue all work under the Contract and proceed to terminate the Contract.

VILLAGE OF LEMONT
CONTRACT
2016 CUSTODIAL SERVICES

THIS CONTRACT, made this ____ day of _____, 2015, by and between the VILLAGE OF LEMONT (hereinafter called the "Village") a Municipal Corporation acting through its President, and Board of Trustees, and The Company that wins the Bid, hereinafter called the "Contractor."

WITNESSETH

WHEREAS, the Village has heretofore solicited bids for all the work and improvements and for the doing of all things included within the hereinafter specified improvement, and the Village of Lemont did award the Contractor a contract for said improvements:

NOW THEREFORE, for and in consideration of their mutual promises, covenant undertaking and Contract, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

Contractor agrees, at its own cost and expense, to do all work and to furnish all the labor, materials, equipment and other property to do, construct, install, and complete all the works and improvements included, all in full accordance with and in compliance with and as required by the hereinafter specified Plans and Specifications and Contract Documents for said works and improvements, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein mentioned include all of the Contract Documents, including but not limited to the following:

1. Village of Lemont Custodial Services Program Bid Specifications
2. The General Conditions of the Contract
3. The Contract
4. The Plans and Specifications
5. Public Contract Statements
6. Schedule of Prices
7. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
8. Any and all other documents or papers included or referred to in the foregoing documents all of which documents are on file in the Office of the Village Clerk, 418 Main Street, Lemont, Illinois, all said documents being hereby incorporated herein and made a part herein by reference the same as if set forth herein.

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the unit price as set forth in the Schedule of Prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in the Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the execution of the work until its acceptance by the Village, and for all risks of every description connected with the work; also for well and faithfully completing the work, and the whole thereof, in the manner and according to and in compliance with the Plans and Contract Documents and the requirements of the Village Public Works Director.

ARTICLE IV – CONFLICT BETWEEN COMPONENT PARTS OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part which follows it numerically except as may be otherwise specifically stated applies. Said component parts are the following:

1. General Conditions of Contract
2. Bid Documents and Specifications
3. Schedule of Prices
4. The Contract

This Contract is intended to conform in all respects to applicable statutes of the State in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

ARTICLE V – CONTRACT TIME

Contractor shall and agrees to furnish and deliver to the Village fifteen (15) calendar days after date of award of this contract the Faithful Performance and Payment Bond and the Insurance Certificates and Policies of Insurance required of him by the provisions of Paragraph 2 of the General Conditions of the Contract, and to do, prior to starting work, all other things which are required of them by the Contract Documents as a prerequisite of starting work.

ARTICLE VIII

The Village agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do all the work, and do all other things hereinabove mentioned, according to the terms and conditions hereinabove contained or referred to, for the prices aforementioned, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Plans and Specifications and Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE XI – MISCELLANEOUS PROVISIONS

A. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lemont.

B. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth in full.

C. Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

VILLAGE OF LEMONT CONTRACT

2016 CUSTODIAL SERVICES

CRYSTAL MAINTENANCE SERVICES CORP.

CONTRACTOR

Monica
BY

GENERAL MANAGER
TITLE

ATTEST:

Ann Foy
BY

OFFICE MANAGER
TITLE

THE VILLAGE OF LEMONT

VILLAGE MANAGER

APPENDIX A.
EXAMPLE OF CERTIFICATE OF AUTHORITY

APPENDIX B.
EXAMPLE OF CERTIFICATE OF INSURANCE

APPENDIX C.

LISTING OF CUSTODIAL SERVICES

VILLAGE HALL, POLICE STATION, METRA STATION, SAFETY VILLAGE,
PARKING GARAGE ELEVATORS

1. Village Hall (cleaning twice each week on Tuesday, Friday, or weekend).

A: All areas:

- All hard surface floors need to be swept and mopped.
- All carpets need to be vacuumed.
- Clean and sanitize all door handles.
- All desks, chairs, and other office furniture need to be dusted and cleaned with microfiber cloths and spray cleaner (only on surfaces where the papers have been moved).
- Dust and clean all computers, computer monitors, phones and any other miscellaneous electronics.
- Dust and clean all televisions (5 total).
- Empty all garbage cans and remove all garbage from building.
- Both kitchen areas and lunchroom need to be cleaned (marble tops, floors, microwaves, sinks, tables & chairs).
- All bathrooms need to be cleaned on 1st and 2nd levels (floors mopped, all bathroom fixtures cleaned, mirrors, toilet paper/paper towels filled, garbage emptied and removed).
- Clean all water fountains (using a stainless steel cleaner).
- Dust all trim and molding (this should be done twice each month or as needed).
- Clean elevator (vacuum floor, clean walls/hand rails).

B: Second floor/Board room:

- Clean inside windows and blinds (this should be done twice each month or as needed).
- Dust and clean boat display and boat table in upstairs hallway.
- Clean Mayor/Trustee seating area (clean marble, chairs, wood trim).
- Dust and clean all tables in the Board room

C: Stairwells:

- Back stairwell should be swept and mopped twice each month or as needed.
- Clean bugs out of the light fixtures as needed.
- Front stairwell should be swept and mopped, also remove all black marks from stair fronts (this should be done every cleaning cycle).

D: First floor/lobby:

- Front and rear entry areas need to be cleaned (inside and outside windows, floors, dust light fixtures and trim).
- First floor inside windows needs to be cleaned every cycle.
- Lobby windows need to be cleaned each cycle.
- Lobby floors need to be swept and mopped (move carpet runners before mopping).
- Dust all light fixtures (twice each month or as needed)
- First floor conference room clean tables and chairs (each cycle).
- First floor conference room dust trim, clean windows (twice each month or as needed).

E: Chamber area/416 Main Street entrance way:

- Chamber area/office mop and vacuum floors, dust and clean desks, clean microwave, dust and clean computers and electronics, empty and remove any garbage.
- 416 Main St entrance way (sweep & mop floor, clean outside door and windows, dust and clean wall fixtures).

F: Special cleaning:

- Give rate of any special cleaning that may be needed. This includes anything that is not described in the above outline.

2. Police Station (Cleaning three times each week Monday, Wednesday, and Friday and only during the hours of 8:00am – 5:00pm).

A: All areas:

- All hard surface floors need to be swept and mopped.
- All carpets & carpet runners need to be vacuumed.

- Clean and sanitize all door handles.
- All desks, chairs, and other office furniture need to be dusted and cleaned with microfiber cloths and spray cleaner (only where the papers have been moved).
- Dust and clean all computers, computer monitors, phones and any other miscellaneous electronics.
- Empty all garbage cans and remove all garbage from building.
- Kitchen and lunchroom need to be cleaned (counter tops, floors, microwaves, sinks, tables & chairs).
- All bathrooms need to be cleaned on main floor and basement (floors mopped, all bathroom fixtures cleaned including showers in basement bathrooms, mirrors, toilet paper/paper towels filled, garbage emptied and removed).
- Clean all water fountains (using a stainless steel cleaner).
- Dust all trim and molding (this should be done twice each month or as needed).
- Clean all inside windows

B: Cell & Bonding area:

- Sweep and mop all floors.
- Clean cell areas including all toilets, sinks and beds.
- Dust and clean bench top table, chairs, and windows.
- Dust and clean computers, phones and other electronics.

C: Physical training room:

- Dust and clean all exercise machines.
- Clean rubber floor.

D: Other cleanings:

- Outside windows cleaned 2 times each year.
- All carpets steam cleaned 4 times each year.
- Break room/south entrance area floors need to be stripped and waxed 2 times each year.
- Give rate of any special cleaning that may be needed. This includes anything that is not described in the above outline.

3. Metra Station (Cleaning 2 times each week):

A: All areas:

- Sweep and mop all hard floors. (move carpet runners to mop)
- Vacuum all carpets and carpet runners.
- Clean bathroom toilet, sink, and mirror.
- Empty all garbage cans and remove garbage from building.
- Dust and clean all desks and furniture.
- Clean all windows and doors.

B. Other cleanings:

- Dust and clean trim 2 times each month.
- Strip and wax floors 2 times each year.

4. Safety Village (Cleaning 2 times each week):

A: All areas:

- Sweep and mop all floors
- Vacuum all rugs
- Clean kitchen (counter tops, sink, stove, microwave)
- Empty garbage cans and remove garbage from building
- Bathrooms (toilets, sinks, urinals, and mirrors)
- Water fountain (using a stainless steel cleaner)
- Clean doors and windows (front and two rear entrance ways)
- Clean any tables and chairs that may be set up.

B: Other cleanings:

- Clean windows with blinds 2 times each year.
- Dust and clean trim (this should be done once each month or as needed).

5. Parking Garage Elevators:

A: Elevator:

- Clean floor
- Clean walls with stainless cleaner

B: Vestibule area:

- Clean floor
- Clean windows

Village Board

Agenda Memorandum

To: Mayor & Village Board

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

Subject: Truth in Taxation Public Hearing for the 2015 Proposed Property Tax Levy

Date: November 23, 2015

BACKGROUND/DISCUSSION

On October 19, 2015, the Village Board approved a proposed 2015 Property Tax Levy of \$3,110,068, which is 4.84% greater than the previous year. Per State Statute, 35 ILCS 200/18-55, the Village is required to hold a truth and taxation public hearing if the Corporate Purpose and Tax Extension is greater than 105% of the previous year. The amount is not greater than 5%; however, in order to stay consistent with historical practices and for transparency purposes the Village is holding a public hearing. The attached public notice was published in the Lemont Suburban Life on November 13, 2015.

RECOMMENDATION

Hold the public hearing and on December 14, 2015 the 2015 Property Tax Levy Ordinance as well as various Tax Levy Abatement Ordinances will be on the agenda for Board approval.

ATTACHMENTS (IF APPLICABLE)

- Publication

**NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR
VILLAGE OF LEMONT**

- I. A PUBLIC HEARING TO APPROVE A PROPOSED PROPERTY TAX LEVY INCREASE FOR THE VILLAGE OF LEMONT FOR 2015 WILL BE HELD ON NOVEMBER 23, 2015 AT 7:00 P.M. AT THE VILLAGE HALL 418 MAIN STREET LEMONT, ILLINOIS.

ANY PERSON DESIRING TO APPEAR AT THE PUBLIC HEARING AND PRESENT TESTIMONY TO THE TAXING DISTRICT MAY CONTACT CHARLENE SMOLLEN, VILLAGE CLERK, 418 MAIN STREET, LEMONT, ILLINOIS 60439 (630) 257-1590.

- II. THE CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES EXTENDED OR ABATED FOR 2014 WERE \$ 2,966,478.

THE PROPOSED CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES TO BE LEVIED FOR 2015 ARE \$ 3,110,068 . THIS REPRESENTS A 4.84% INCREASE OVER THE PREVIOUS YEAR.

- III. THE PROPERTY TAXES EXTENDED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2014 WERE \$0.

THE ESTIMATED PROPERTY TAXES TO BE LEVIED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2015 ARE \$ 0 THIS REPRESENTS A 0% INCREASE OVER THE PREVIOUS YEAR.

- IV. THE TOTAL PROPERTY TAXES EXTENDED OR ABATED FOR 2014 WERE \$2,966,478.

THE ESTIMATED TOTAL PROPERTY TAXES TO BE LEVIED FOR 2015 ARE \$3,110,068. THIS REPRESENTS A 4.84% INCREASE OVER THE PREVIOUS YEAR.



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves
Village Board of Trustees

FROM: Heather Valone, Village Planner

THRU: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 15-12 Wehn Fence Variation

DATE: November 17, 2015

SUMMARY

Robert and Kristi Wehn, owners of 660 Tomaszewski St., are requesting a variation allow apportion of a fence to encroach on the 25 ft corner side setback in a residential district. Staff and the PZC are recommending approval. The Committee of the Whole reviewed the development proposal on November 16, 2015 and expressed support for the submitted plans.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An ordinance granting a variation to §17.12.030A of the UDO to allow for a fence to locate within a corner side yard setback at 660 Tomaszewski Street in Lemont, IL

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO §17.12.030A OF THE UDO TO
ALLOW FOR A FENCE TO LOCATE WITHIN A CORNER SIDE YARD SETBACK AT
660 TOMASZEWSKI STREET IN LEMONT, IL**

(Wehn Fence Variation)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 23rd Day of November, 2015.**

**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 23rd day of
November, 2015.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO §17.12.030A OF THE UDO TO ALLOW FOR A FENCE TO LOCATE WITHIN A CORNER SIDE SETBACK AT 660 TOMASZEWSKI STREET IN LEMONT, IL

(Wehn Fence Variation)

WHEREAS, Robert and Kristi Wehn, (herein after referred to as “the Petitioner”) are the owners of the property at 660 Tomaszewski Street in Lemont (PIN 22-28-107-028-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance (“UDO”) seeking a variation from the §17.12.303A of the UDO to allow fence to locate within the twenty-five foot corner side setback; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on October 21, 2015 and voted 5-0 to recommend approval of the requested variation; and

WHEREAS, a notice of the aforesaid Public Hearing was made in the manner provided by law and was published in the *Lemont Reporter-Met*, a newspaper of general circulation within the Village; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt the finding of facts as set forth in Exhibit B.

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

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

SECTION 2: Variation. A variation is granted from §17.12.030A (Figure 17-12-02) of the UDO to allow a fence to be constructed within the corner side setback on the Subject Property, consistent with Exhibit C.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 23rd DAY OF November, 2015.

	<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 23rd day of November, 2015

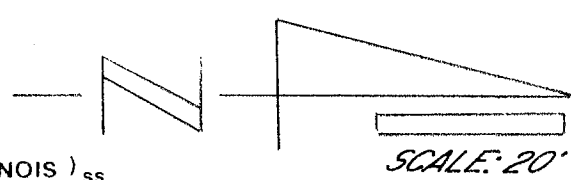
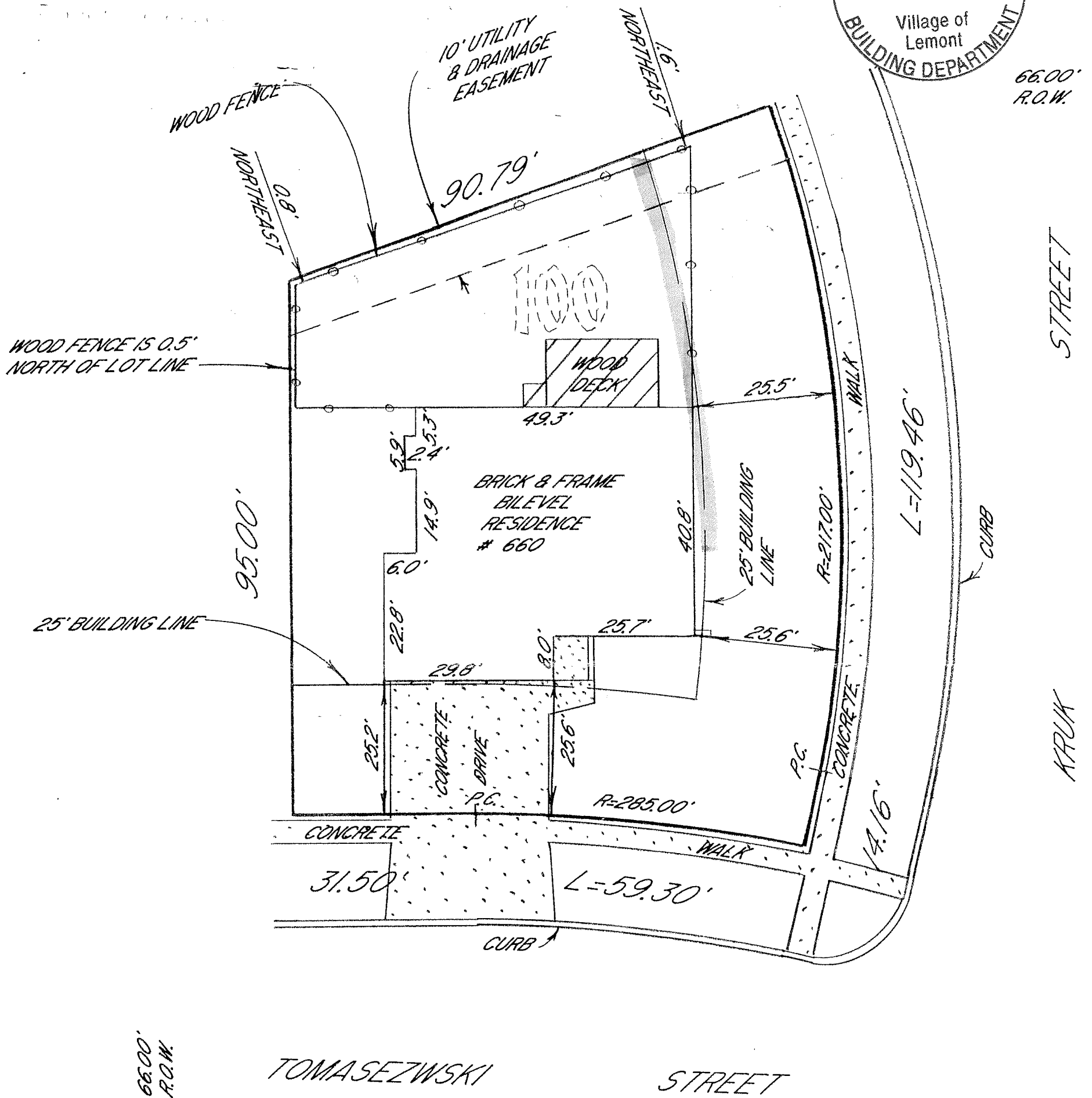
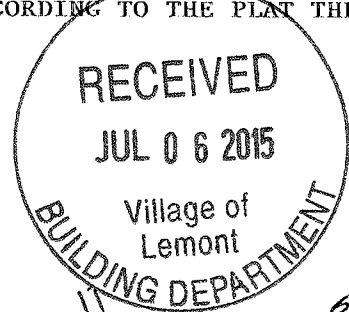
BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PLAT OF SURVEY OF

LOT 100 IN HILLTOP ESTATES UNIT 3 SUBDIVISION, BEING A SUBDIVISION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 8737727, IN COOK COUNTY, ILLINOIS.



gi Greater Illinois Survey Company

120 North LaSalle - Suite 900
Chicago, Illinois 60602
Phone: (312) 236-7300 Fax: (312) 236-0284

STATE OF ILLINOIS)
COUNTY OF COOK)_{ss}

Greater Illinois Survey Company hereby certifies that it has surveyed the tract of land above described and that the hereon drawn plat is a correct representation thereof. This survey has been made for use in connection with a real estate or mortgage loan transaction and is not to be used for construction.

Dated this 12TH Day of AUG 19 99

[Signature]

ORDER NO. 19178/4255529

IPLS No. 3183

EXHIBIT B

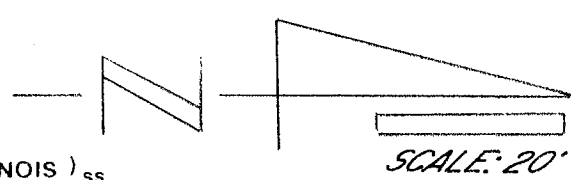
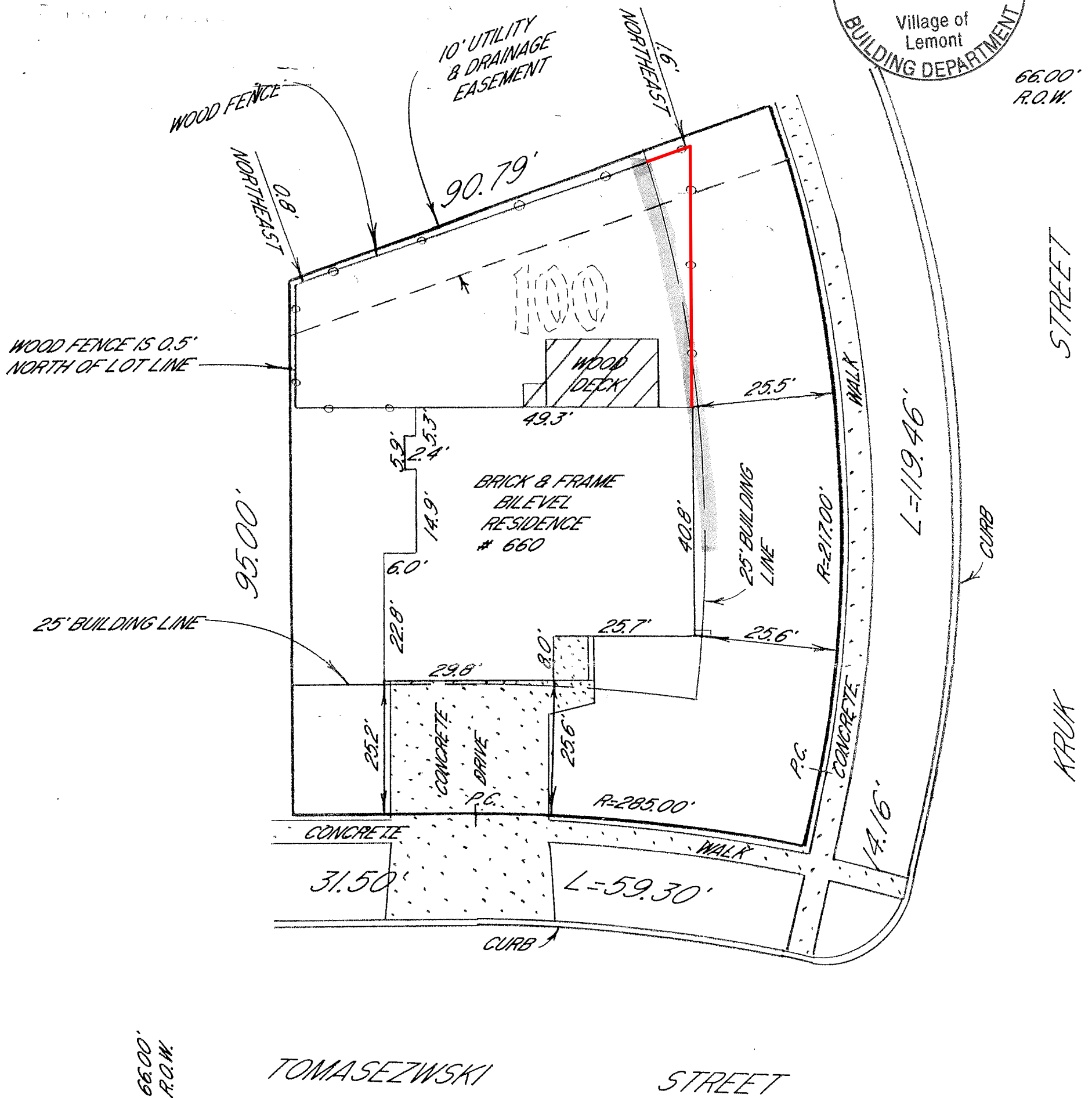
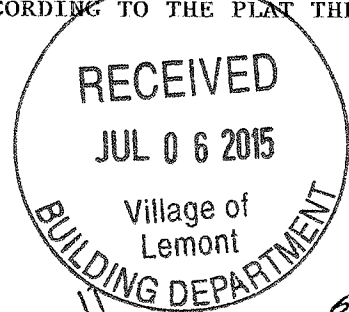
FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Infill Residential.
2. 660 Tomaszewski is the only lot in the area that has a curved property line as a corner side yard.
3. The curved lot line creates a physical hardship for the applicant.
4. The request is consistent with the surrounding land uses.
5. The requested variation substantially meets the standards for granting variations.

PLAT OF SURVEY OF

LOT 100 IN HILLTOP ESTATES UNIT 3 SUBDIVISION, BEING A SUBDIVISION IN PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 87377727, IN COOK COUNTY, ILLINOIS.

— Indicates variation from §17.12.030A



GI Greater Illinois Survey Company

120 North LaSalle - Suite 900
Chicago, Illinois 60602
Phone: (312) 236-7300 Fax: (312) 236-0284

STATE OF ILLINOIS)
COUNTY OF COOK)^{ss}

Greater Illinois Survey Company hereby certifies that it has surveyed the tract of land above described and that the hereon drawn plat is a correct representation thereof. This survey has been made for use in connection with a real estate or mortgage loan transaction and is not to be used for construction.

Dated this 12TH Day of AUG 19 99

[Signature]

ORDER NO. 19178/4255529

IPLS No. 3183

Village Board

Agenda Memorandum

To: Mayor & Village Board
From: Chief Marc R. Maton
Subject: **Summary of Quicket Contract**

Date:
11-23-15

BACKGROUND/HISTORY

Below is a summary of the proposed contract with QUICKET Solutions. QUICKET is proposing a 4-year contract to provide E-reporting solutions.

QUICKET is proposing to provide a flexible, scalable, and configurable solution, including all necessary equipment, software, middleware, and technical support. The solution shall serve as a method and system to issue and manage electronic citations and electronic reports.

QUICKET'S solution shall include:

- All software, web-based applications, middleware, and equipment components necessary to capture, store, manage, analyze and transmit electronic citations and electronic reports.
- All necessary licenses for the operation of the QUICKET Services Solution.
- All software Upgrades, as defined in the MSSA, which may become available, including new modules that include features previously unavailable in base product or which affect known operations, patches and firmware.
- All support services provided during the term of the MSSA (Base Year and each of Years 2-4).
- All deliverables pertaining to the term of the MSSA.
- A warranty for the software solution

PANASONIC TOUGH PAD 7" FZ-B2 TABLET COMPUTER
ZEBRA ZQ 520 PRINTER
ZEBRA 1D/2D BARCODE USB DESKTOP SCANNER
TOUGH PAD CAR CHARGER
VERIZON 3G/4G WIRELESS DATA SERVICES
E-CITATION MOBILE SOFTWARE
CRASH REPORT MOBILE SOFTWARE
INCIDENT REPORT MOBILE SOFTWARE
CLOUD-BASED DATA STORAGE
SYSTEM ADMINISTRATOR INTERFACE
PAYMENT PROCESSING PORTAL & INTEGRATION
ADJUDICATION PLATFORM
DATA ANALYTICS & INSIGHT PLATFORM
PERFORMANCE TRACKING AND MEASUREMENT PLAN ("PTMP")
OPERATIONS AND MAINTENANCE SUPPORT
DATA CONVERSION PLAN ("DCP")

FEE STRUCTURE:

Device	281.66/mo	\$3,380/yrx12	\$40,560
Administrative			\$ 5,000
TOTAL			\$45,560

Year 1 Fees

SUBTOTAL (Year 1):	\$45,560.00
STRATEGIC PARTNER DISCOUNT (Year 1):	\$ 3,120.00
TOTAL (Year 1):	\$42,440.00
INITIAL PAYMENT (Due at Signing):	\$ 5,736.67
MONTHLY CHARGE, Year 1 (Months 2-12):	\$ 3,336.67
SUBTOTAL (Years 2-4):	\$129,480.00
STRATEGIC PARTNER DISCOUNT (Years 2-4):	\$9,360.00
TOTAL (Years 2-4):	\$120,120.00
MONTHLY CHARGE, Years 2-4 (Months 13-48):	\$3,336.67
GRAND TOTAL (Years 1-4):	\$162,500

RECOMMENDATION : Approval at future board meeting

ATTACHMENTS (IF APPLICABLE)

Summary of Work Statement

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Approval at the upcoming Village Board Meeting

Resolution No. _____

A Resolution Approving an Agreement with Quicket Solutions, Inc.

WHEREAS, the Village of Lemont (“Village”) is dedicated to the enforcement of laws and the just, fair and speedy prosecution of any violators of the law; and

WHEREAS, Quicket Solutions, Inc. (“Quicket”) has researched and developed a software solution and support for electronic citation and ticketing solutions; and

WHEREAS, Quicket’s ticketing solutions are intended to be used by various governmental entities, such as police departments and courts, to reduce dramatically the information technology infrastructure acquisition and maintenance expenses currently necessary to implement and maintain an electronic or digital citation system; and

WHEREAS, the Village finds it is in the best interests of the health, safety and welfare of the public to enter into an agreement with Quicket for a software solution, support services and lease of equipment to be able to fully implement and operate a e-Citation solution among various departments throughout the Village ; and

WHEREAS, the President and Board of Trustees desire to enter into the attached Agreements (collectively “Agreement”), substantially in the form attached hereto as Group Exhibit A;

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

Section One: The Agreement attached hereto as Group Exhibit A is hereby approved, subject to the Village Attorney’s approval who shall be authorized to make any changes to the Agreement, except material changes that increase or decrease the scope of the services offered by Quicket or increase any costs to the Village.

Section Two: The Village Administrator is authorized to execute the Agreement and to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd day of November, 2015.

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

EXHIBIT A

**AGREEMENT
BETWEEN
QUICKET SOLUTIONS, INC.
AND
VILLAGE OF LEMONT**

QUICKET SOLUTIONS, INC.

STATEMENT OF WORK

VILLAGE OF LEMONT IMPLEMENTATION PLAN

November 9, 2015

STATEMENT OF WORK

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Project Name & ID: Lemont Police

This Quicket Solutions, Inc. (“QUICKET”) Statement of Work (“SOW”) describes the services, equipment and software (separately or together, as required, the “Work”) to be provided to the Village of Lemont (“LEMONT”) for the installation, implementation, deployment and operation of the Quicket Solutions electronic citation management software subscription service and solution (the “Quicket Solutions Software and Services”), and is entered into by the parties in connection with and pursuant to the Quicket Solutions Master Software and Service Agreement (“MSSA”) entered into contemporaneously with this SOW.

1. APPLICABLE REFERENCES

Policies, procedures, laws, regulations or other documents referenced in, applicable to or germane to this SOW are listed below. In the performance of the tasks associated with this SOW, QUICKET, as applicable, shall consider, coordinate the Work or comply with the following:

1. Criminal Justice Information Services (CJIS) Security Policy, Version 5.3, August, 4, 2014
2. Federal Information Processing Standards (FIPS) Publication 140-2, “Security Requirements For Cryptographic Modules”

2. SUPPLIES OR SERVICES AND PRICES

a. GENERAL DESCRIPTION

QUICKET shall furnish the Quicket Solutions Software and Services, as defined in the MSSA and which comprises a comprehensive solution, including all materials, tools, equipment, expertise, and labor to perform the work required by the Village’s solicitation document and awarded on the pricing and for the Term as set forth herein.

The Work shall be performed in accordance with the specifications set forth in this SOW and in the Agreement.

b. ORDER TYPE

QUICKET shall perform the effort required by this SOW on a Firm Fixed Price (FFP) basis and a Not to Exceed (NTE) basis as set forth herein.

c. EQUIPMENT, SERVICE, AND ACCESS PRICES

The following abbreviations are used in this price schedule:

- NTE: Not to Exceed
- CLIN: Contract Line Item Number
- FFP: Firm Fixed Price

NOTES: Some equipment includes bundled services that are provided at no additional cost. Quantities indicated with a dash (“-”) are native system features made available as necessary/relevant to authorized users. Exact quantity does not apply.

d. PERIOD OF PERFORMANCE

The base period of performance shall commence upon the earlier of the completion of the Work under the SOW or the delivery of the Quicket Solutions Software and Services and the Equipment under the MSSA to 12:01 am local time on the first anniversary thereafter (the initial “Term” under the MSSA), and shall include the following (the quantities of which may be amended from time to time, as the parties may agree at the same pricing indicated below):

CLIN	Description	Quantity	Unit	Unit Price	Annual Total
0001	HTC Google Nexus 9 32 GB Android Tablet PC w/ Zebra CS 4070 Scanner	12	FFP	\$3,380	\$40,560
0002	Zebra RW 420 Printer	12	FFP	\$0.00	\$0.00
0003	Zebra 1D/2D Barcode USB Desktop Scanner	1	FFP	\$0.00	\$0.00
0004	HTC Google Nexus Charger	12	FTP	\$0.00	\$0.00
0005	RW 420 Vehicle Charger	12	FTP	\$0.00	\$0.00
0006	AT&T 3G/4G Wireless Data Services	12	FFP	\$0.00	\$0.00
0007	E-citation Mobile Software	12	FFP	\$0.00	\$0.00
0008	Crash Report Mobile Software	12	FTP	\$0.00	\$0.00
0009	Incident Report Mobile Software	12	FTP	\$0.00	\$0.00
0010	Cloud-Based Data Storage	-	FFP	\$0.00	\$0.00
0011	System Administrator-Interface	5	FFP	\$520	\$2,600
0012	Data, User, & Device Management Interface	-	FTP	\$0.00	\$0.00
0013	Payment Processing Portal & Integration	-	FFP	\$0.00	\$0.00
0014	Adjudication Platform	-	FFP	\$0.00	\$0.00
0015	Data Analytics & Insight Platform	-		\$0.00	\$0.00
0016	Performance Tracking and Measurement Plan	-	FFP	\$0.00	\$0.00
0017	System Management	-	FFP	\$0.00	\$0.00
0018	Training	12	FFP	\$2,400	\$2,400
0019	Operations and Maintenance Support	1	FFP	\$0.00	\$0.00
0020	Data Conversion Plan (DCP)	1	FTP	\$0.00	\$0.00

Year 1 Fees

SUBTOTAL (Year 1):	\$45,560.00
STRATEGIC PARTNER DISCOUNT (Year 1):	\$ 3,120.00
TOTAL (Year 1):	\$42,440.00
INITIAL PAYMENT (Due at Signing):	\$ 5,736.67
MONTHLY CHARGE, Year 1 (Months 2-12):	\$ 3,336.67

Years 2-4 Fees

CLIN	Description	Quantity	Unit	Unit Price	Annual Total
1001	HTC Google Nexus 9 32 GB Android Tablet PC w/ Zebra CS 4070 Scanner	12	FFP	\$3,380	\$40,560
1002	Zebra RW 420 Printer	12	FFP	\$0.00	\$0.00
1003	Zebra 1D/2D Barcode USB Desktop Scanner	1	FFP	\$0.00	\$0.00
1004	HTC Google Nexus Charger	12	FTP	\$0.00	\$0.00
1005	RW 420 Vehicle Charger	12	FTP	\$0.00	\$0.00
1006	AT&T 3G/4G Wireless Data Services	12	FFP	\$0.00	\$0.00
1007	E-citation Mobile Software	12	FFP	\$0.00	\$0.00
1008	Crash Report Mobile Software	12	FTP	\$0.00	\$0.00
1009	Incident Report Mobile Software	12	FTP	\$0.00	\$0.00
1010	Cloud-Based Data Storage	-	FFP	\$0.00	\$0.00
1011	System Administrator-Interface	5	FFP	\$520	\$2,600
1012	Data, User, & Device Management Interface	-	FTP	\$0.00	\$0.00
1013	Payment Processing Portal & Integration	-	FFP	\$0.00	\$0.00
1014	Adjudication Platform	-	FFP	\$0.00	\$0.00
1015	Data Analytics & Insight Platform	-	FTP	\$0.00	\$0.00
1016	Performance Tracking and Measurement Plan	-	FFP	\$0.00	\$0.00
1017	System Management	-	FFP	\$0.00	\$0.00
1018	Training	1	FTP	\$0.00	\$0.00

1019	Operations and Maintenance Support	1	FFP	\$0.00	\$0.00
1020	Data Conversion Plan (DCP)	1	FTP	\$0.00	\$0.00

SUBTOTAL (Years 2-4):	\$129,480.00
STRATEGIC PARTNER DISCOUNT (Years 2-4):	\$ 9,360.00
TOTAL (Years 2-4):	\$120,120.00
MONTHLY CHARGE, Years 2-4 (Months 13-48):	\$ 3,336.67
GRAND TOTAL (Years 1-4):	\$162,560.00

THE FIRM FIXED PRICE (“FFP”) AMOUNT REPRESENTS THE MAXIMUM AMOUNT OF THE LEMONT’S POTENTIAL COSTS FOR THE APPLICABLE LINE ITEM. QUICKET SHALL PROVIDE THE WORK AGREED TO IN THIS SOW AND IN THE AGREEMENT, EVEN IF THE COST TO QUICKET EXCEEDS THE FFP UNLESS LEMONT INCREASES THE QUANTITIES OF EQUIPMENT OR REQUESTS ADDITIONAL SERVICES NOT ALREADY AGREED TO BETWEEN THE PARTIES. IN THE EVENT LEMONT ORDERS ADDITIONAL CLIN ITEMS IDENTIFIED IN THE TABLE ABOVE, SUCH ITEMS SHALL BE PROVIDED TO LEMONT AT THE FFP SET FORTH IN THE TABLE.

3. DESCRIPTION

a. BACKGROUND

QUICKET provides the Quicket Solutions Software and Services, an agency-wide electronic e-citation life-cycle management service solution that provides access to all authorized users, as determined by the LEMONT. QUICKET provides a complete solution (all necessary equipment, software, middleware, networks, connectivity, and technical support) to collect, store, and transmit electronic citations and other similar reports and files.

b. OBJECTIVE

This SOW outlines QUICKET’s obligation to deliver an electronic citation (e-citation) and electronic report (e-report) system for LEMONT.

QUICKET has developed a suite of software applications for the purpose of electronically collecting and managing citation records. Such software shall be programmed for both mobile devices and desktop computers. QUICKET’s Work will include necessary customization of the Quicket Solutions Software and Services for use by LEMONT. Many functions and features will be exclusive to either the mobile software or desktop computer software. QUICKET developed software for mobile devices shall be supplied on QUICKET-owned devices. QUICKET-supplied software for desktop or laptop computers may be installed on or accessible from LEMONT-supplied computers. Other than the LEMONT-supplied computers (with connectivity of such computers to the internet), QUICKET shall supply all other necessary or

required equipment, services, and infrastructure as required for implementation and operation of the Quicket Solutions Software and Services, including, but not limited to, mobile tablet computers, printers, card readers, scanners, thermal paper, cellular wireless services, a record management platform, and system administration platform. The suite of software applications shall provide authorized users of LEMONT with a variety of core functionalities and complementary features, as described below. LEMONT may request that new or additional functions and features available from QUICKET be added that are within reasonable scope of the original objectives of the Agreement.

c. SCOPE

The Work under this SOW shall be completed within sixty (60) days after execution.

d. TECHNICAL REQUIREMENTS

QUICKET shall provide a flexible, scalable, and configurable solution, including all necessary equipment (other than customer-supplied desktop and laptop computers, with connectivity to the internet), software, middleware, and technical support. The solution shall serve as a method and system to issue and manage electronic citations and electronic reports.

The LEMONT buildings currently have (or will have prior) the following technology:

- Desktop or laptop computers owned or operated by and accessible within or without (e.g., by VPN) the LEMONT police station;
- An internet connection for Lemont desktop or laptop computers.

4. SPECIFICATIONS QUICKET SERVICES SOLUTIONS

a. GOOGLE NEXUS 9 32 GB ANDROID TABLET PC W/ ZEBRA CS 4070 SCANNER

QUICKET shall supply to LEMONT HTC Google Nexus 9 32 GB Android Tablet PCs w/ Zebra CS 4070 Scanners. These tablets shall serve as the sole device for law enforcement officer's use of QUICKET'S mobile software. All tablets shall be pre-configured with version 5.0 of the Google Android operating system.

All tablets shall have "restricted" access, meaning certain functions on normal tablet computers shall be restricted or disabled. Disabled features include, but are not limited to:

- Internet browser
- Settings/Configuration menu
- System pre-installed applications.

Such functions shall be disabled to ensure optimal performance of tablet with QUICKET software. Further, some functions shall be disabled to ensure security of devices. Changing certain settings or using certain normal functionalities may interfere with or compromise the security of the tablets. LEMONT shall not enable and shall not permit enablement of any such restricted or disabled functions and shall not install or permit installation of any functionality, applications, programs or similar items without QUICKET's prior written authorization.

QUICKET shall supply barcode scanning capabilities with the included Zebra CS 4070 Scanner accessory. These accessories shall have the capability to capture barcodes from drivers' licenses, citations, and other relevant mediums and transmit such information to the HTC Google Nexus 9 32 GB Android Tablet PCs via Bluetooth connection. These accessories shall also have the capability to interact with system access cards supplied to each authorized user via a smart card reader.

b. ZEBRA RW 420 PRINTER

QUICKET shall supply ruggedized Zebra RW 420 thermal printers. Each printer shall be Bluetooth enabled in order to connect wirelessly to to HTC Google Nexus 9 32 GB Android Tablet PCs. Each printer is capable of printing documents, including citations and receipts, on 4" on thermal paper.

QUICKET shall configure each Zebra RW 420 printer such that all citation and report formats are stored in the embedded memory. Upon successful transmission of citation and/or report information from the HTC Google Nexus 9 32 GB Tablet PC via Bluetooth, the printer shall print the citation/report in accordance with the proper, predefined formats.

Each Printer shall include the necessary 4" white color thermal paper for citation and report printing. QUICKET shall upon delivery to LEMONT provide an adequate supply of thermal paper. QUICKET, at no additional cost, shall supply, at Lemont's request, additional thermal paper during the Term of the Agreement. The thermal paper shall be both water and heat resistant and perform to the manufacturer's product specifications.

c. ZEBRA 1D/2D BARCODE USB DESKTOP SCANNER

QUICKET shall supply a Zebra 1D/2D barcode USB desktop scanner to scan barcodes on citations and drivers' licenses. The purpose of this equipment is to assist in registration for the adjudication process and to quickly search for citations or reports.

d. HTC GOOGLE NEXUS CHARGER

QUICKET shall supply a Charger for each HTC Google Nexus 9 32 GB Android Tablet PC.

e. RW 420 VEHICLE CHARGER

QUICKET shall supply 1 RW 420 Vehicle Charger for each RW 420 printer supplied.

f. AT&T 3G/4G WIRELESS DATA SERVICES

QUICKET shall work with AT&T to integrate 3G/4G wireless data services on each HTC Google Nexus 9 32 GB Tablet PC. QUICKET shall maintain and cover all costs of the required data plan with AT&T. QUICKET retains the right to provide wireless data services through other vendors, provided that any change in vendors shall not cause undue disruption to the Quicket Solutions Software and Services.

g. E-CITATION MOBILE SOFTWARE

The Quicket Solutions Software and Services shall include a mobile application capable of producing e-Citations on each HTC Google Nexus 9 32 GB Tablet PC delivered to LEMONT. The Quicket Solutions Software and Services e-Citation software shall be accessible by LEMONT's Users who have set up credentials using the Data, User, & Device Management

Interface features of the Quicket Solutions Software, as described in subsection I below. Using a username, password, pin, and access card, authorized users may gain access to the E-Citation Mobile Software.

The Quicket Solutions Software and Services e-Citation software on each tablet shall contain the following features:

- Cook County certified e-citation system
- DuPage County certified e-citation system
- Will County certified e-citation system, to be enabled within 60 days of Will County approval
- Local Ordinance (P/C, O, M) e-citation system
- Warning e-citation system
- Photo evidence collection capabilities, utilizing camera integrated with HTC Google Nexus 9 32 GB Tablet PC Voice memo collection capabilities, utilizing embedded microphone in HTC Google Nexus 9 32 GB Tablet PC Integration with the Law Enforcement Agencies Data System (LEADS)
 - o QUICKET shall work with the Illinois State Police to provide an interface between LEADS for the purposes to accessing computerized criminal justice related information at both the state and national level; Provided such interface is conditioned upon acceptance, certification or other requirement of any relevant state or national agency, and QUICKET shall work diligently to procure such acceptance, certification or to meet such other requirement.
 - o QUICKET represents and warrants that it has obtained full approval from the Illinois State Police to implement, operate and allow LEMONT to effectively utilize the e-Citation software.

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Each e-citation, upon completion, if applicable, shall be transmitted to the proper Zebra RW 420 printer via Bluetooth connectivity, which will print the citation on standard 4” thermal paper. QUICKET shall ensure that the final format of each e-citation shall maintain compliance with county or LEMONT specifications, as determined by Lemont. Each county citation shall be properly transmitted via AT&T Wireless Data Services to the appropriate county courthouse record management system and simultaneously to the QUICKET-supplied “Cloud-Based Data Storage” system, consisting of a managed, secure, off-site data storage facility located in the United States, including servers, communications lines and supporting infrastructure, whether hosted by QUICKET or a third-party vendor. Each P/C & O e-citation shall be transmitted to the QUICKET-supplied Cloud-Based Data Storage system. Each warning e-citation shall be transmitted to the QUICKET-supplied Cloud-Based Data Storage system. Each incident report shall be transmitted to the QUICKET-supplied Cloud-Based Data Storage system for later download and copying into a repository specified by LEMONT.

h. CRASH REPORT MOBILE SOFTWARE

The Quicket Solutions Software and Services shall include a mobile application capable of producing motor vehicle crash reports on each HTC Google Nexus 9 32 GB Tablet PC. QUICKET shall maintain compliance with the applicable Illinois Department of Transportation (IDOT) rules pertaining to crash reporting. The software shall have the capability of sending, via AT&T 3G/4G Data Services, the complete crash report to the IDOT record management

system and simultaneously to the QUICKET Cloud-Based Data Storage system, for later download and copying into a repository specified by LEMONT.

i. INCIDENT REPORT MOBILE SOFTWARE

The Quicket Solutions Software and Services shall include a mobile application capable of producing incident reports on each HTC Google Nexus 9 32 GB Tablet PC delivered to LEMONT. Such software shall be accessible by Users who have set up credentials using the Data, User, & Device Management Interface. Using a username, password, pin, and access card, authorized users may gain access to the E-Citation Mobile Software.

The Incident Report Mobile Software shall contain the following features:

- Comprehensive incident documentation, including all required information fields as outlined by Lemont incident reporting standards & templates
- Configured in accordance with the National Incident-Based Reporting System (NIBRS) Standards and Specifications
- Shall follow uniform crime reporting practices, including utilization of Uniform Crime Reporting Codes (UCRs) and other standards as outlined by the Federal Bureau of Investigations
- Ability to “save” report to complete later on HTC Google Nexus 9 32 GB Tablet PC or on Data Management Interface
- Ability to upload additional documents or other data as evidence in Data Management Portal
- Ability to export incident reports in accordance with report template standards as specified by Lemont
- Ability to redact particular elements when exporting report
- Shall follow proper workflow of review process, including assignment and review by supervisors and commander via access to Data Management Interface
- Shall follow proper workflow when assigned to investigations
- Shall enable supervisors and commanders to send reports back to officer for modification and re-submission
- Photo evidence collection capabilities, utilizing camera integrated with HTC Google Nexus 9 32 GB Tablet PC
- Voice memo collection capabilities, utilizing embedded microphone in HTC Google Nexus 9 32 GB Tablet PC

Each report shall be properly transmitted via AT&T 3G/4G Wireless Data Services to the QUICKET-supplied Cloud-Based Data Storage system for later download and copying into a repository specified by LEMONT.

j. CLOUD-BASED DATA STORAGE

As a component of the Quicket Solutions Software and Services, QUICKET shall supply a Cloud-Based Data Storage system that shall maintain all e-citation, e-report, and other relevant information pertaining to the QUICKET system. The Cloud-Based Data Storage system shall have no data capacity limits for data supplied by LEMONT when using the Quicket Solutions Software and Services. The data shall be made accessible via both the System Administrator Interface and the Data, User, & Device Management Interface described in I below. LEMONT shall have unlimited access to its Data through the Systems Administrator(s) and Users of the Quicket Solutions Software and Services.

The Cloud-Based Data Storage shall be located at all times in a facility fully vetted and certified by the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy Version 5.3.

k. SYSTEM ADMINISTRATOR INTERFACE

QUICKET shall make accessible a System Administrator Interface for up to five (5) authorized users via a web browsing application, such as Internet Explorer or Google Chrome. The System Administrator Interface is a control function that appropriately segregates administrative functionality provided to LEMONT from general User activities within the Quicket Solutions Software and Services. Specifically, Users designated as a system administrator will have the ability to manage the access to and customer-accessible functionalities in the Quicket Solutions Software and Services. A system administrator also may change the designated authorized user list at any time, but the Quicket Solutions Software and Services system shall limit the number of system administrators to 5 at any given time. Users who are not identified as system administrators will not be permitted to access or utilize administrator functionality, and this will also provide necessary audit and traceability of administrative functionality. The System Administrator Interface shall contain the following features:

- Authorized user account management: change passwords, issue new access cards, and create/modify/delete user profiles
- Device Administration: Request remote lock and/or wipe of issued HTC Google Nexus 9 32 GB Tablet PCNotification center: Authorized Users shall have a notification center. Features include void ticket requests, unpaid/past-due ticket notifications, account reset requests, incident report review/approval requests, and personal account notifications
- Log file: Review recent activity based on specified device or specified authorized user

l. DATA, USER, & DEVICE MANAGEMENT INTERFACE

QUICKET shall supply a custom Data, User, & Device Management Interface for Users via a web browsing application, such as Internet Explorer or Google Chrome. The Data, User, & Device Management Interface are the included tools that enable a User to access, enter and retrieve information, among other things, with the Quicket Solutions Software and Services. Based on User access privileges (e.g., a general user vs. a system administrator), the following features may be made available:

- Data Management
 - View/Edit/Delete e-citations and e-reports
 - Advanced search capabilities
 - Advanced sorting features: sorts information into specified data tables
- User Management
 - View/Edit personal profile: Change password, profile picture, request new access card
- Device Management
 - View last known location of device or authorized user on embedded map
 - View device history and current usage

m. PAYMENT PROCESSING PORTAL & INTEGRATION

QUICKET shall supply Payment Processing Portal & Integration to LEMONT. The payment processing portal shall be integrated to accommodate payments accepted by a public web portal.

A system administrator may also accept payments for e-citations and reports via the System Administrator Interface. A system administrator may search for the appropriate citation and accept payment via credit card. Further, an administrator may accept payment in other forms such as cash or check and manually update the payment status of the appropriate e-citation or report.

When using the public web portal, a person may pay for an e-citation or pay for a copy of a crash report. The person shall utilize a unique identification number, generated upon creation of the e-citation or e-report, to look up the correct information affiliated with such number. The user may also be required to provide other unique credentials for authentication purposes, such as drivers' license number or license plate number. Once credentials have been verified, the person may supply payment card information by typing the required information in the provided text boxes in the payment processing portal. Once submitted, the card information shall be verified, processed, and a confirmation message shall be returned to the webpage on the payment processing portal.

Upon successful payment of an e-citation, citations within the Quicket Solutions Software and Services Cloud-Based Data Storage shall be updated and marked "PAID". Upon successful payment for a copy of a crash report, a copy will be made available by download by the person in PDF file format.

Funds shall be delivered to LEMONT at the end of each calendar month via automatic transfer to the appropriate account specified by LEMONT. QUICKET shall add a convenience fee of \$3 to each e-citation up to \$100 to cover the cost of payment processing, which convenience fee is payable and paid by the citation recipient/payer. QUICKET shall add a convenience fee of 3% to each e-citation exceeding \$100 to cover the cost of payment processing, which convenience fee is payable and paid by the citation recipient/payer. QUICKET shall retain all convenience fees. LEMONT shall receive the exact fine amount specified on each e-citation and shall have no responsibility whatsoever with regard to the convenience fees. Crash reports shall have a download fee of \$10 payable by the interested person. The report download fee shall be split equally between LEMONT AND QUICKET. QUICKET shall collect all download fees and pay to LEMONT fifty percent (50%) of the total download fees collected at the end of each calendar month via automatic transfer to the appropriate account specified by LEMONT. The paid report by the interested person may be downloaded as many times as desired.

The QUICKET payment processing environment shall be certified as Payment Card Industry (PCI) compliant at the appropriate level for the total number of transactions.

n. **ADJUDICATION PLATFORM**

As a component of the Quicket Solutions Software and Services, QUICKET shall provide LEMONT with an “Adjudication Platform” for the adjudication of any e-citation issued under the Lemont, Illinois Municipal Code. The platform shall have the following features:

- Check-in web page
 - Shall be made accessible by any authorized user who navigates to the web page in any internet browser
 - The barcodes on e-citations can be scanned using Zebra 1D/2D USB Barcode Scanner. The interface may require additional information by either scanning of driver’s license or by manually entering the information using a keyboard attached to the computer
 - Information collected from the e-citation and/or offender shall be used to retrieve files from the QUICKET supplied Cloud-Based Data Storage system.
 - A list or roll-call shall be generated from the entire list of people who have checked-in
- Adjudication page
 - Authorized users shall be presented with a list of offenders, where each e-citation may be individually selected and reviewed
 - Certain e-citation properties may be modified including fine amount, final judgment, community service hours, and follow-up adjudication date
 - An audio file shall be recorded for each individual citation.
- Adjudication Settings
 - A settings page shall exist that enables significant modifications and updates to the adjudication platform, including adding new adjudication dates, adding/modifying programs for offenders, and reviewing previous adjudication proceedings.
 - Finding and Decision Orders consisting of Second Notices, Final Notices & Collection Notices.
 - Ability to transmit unpaid citations in default status to approved collection agency.

o. **DATA ANALYTICS & INSIGHT PLATFORM**

As a component of the Quicket Solutions Software and Services, QUICKET shall provide LEMONT a data analytics and insight application for analysis of data collected and stored within the Quicket Solutions Software and Services.

- The platform shall have the following features:
 - Graphical analysis of e-citations and e-reports, including bar chart and pie chart to quantify data over specified period of time or in accordance with a specified data category
 - Cluster analysis of e-citations and e-reports, which employs clustering algorithms to identify areas where certain data aggregates in accordance with latitude and longitude coordinates
 - Financial analysis using bar and pie charts to visualize revenue collected according to a specific category of data or over a specified period of time.

- p. **PERFORMANCE TRACKING AND MEASUREMENT PLAN (“PTMP”)**
QUICKET shall have the capability to oversee and track the performance of the system delivered to LEMONT. The PTMP shall include the capability to monitor, track, and report operational and financial performance criteria. QUICKET shall use such data to generate a comprehensive report at least twice annually to LEMONT leadership. Reports shall show operational efficiencies or inefficiencies in order to provide analyses, such as Return on Investment (ROI). LEMONT shall recommend criteria to be used in measuring performance of the platform.
- q. **SYSTEM MANAGEMENT**
QUICKET shall be responsible for ensuring that the system maintains a functional level of reliability and performance in accordance the Agreement and SOW. QUICKET shall regularly evaluate and test LEMONT’S system to ensure stability; such evaluations shall be on-going and routine, but not less than on a quarterly basis. The evaluations shall be completed remotely and will not disrupt or interfere with LEMONT’s use of the Quicket Solutions Software and Services or LEMONT’s other regular business. QUICKET will regularly monitor the system for security vulnerabilities and perform additional stress testing to identify bugs and other sources of less-than optimal performance. QUICKET shall, when necessary, provide patches/updates to software and equipment for known bugs or vulnerabilities at no additional cost to LEMONT during the Term.
- r. **TRAINING**
QUICKET shall provide comprehensive training sessions for all LEMONT employees who will be designated as authorized users of QUICKET’S system. Training shall include a comprehensive review of software and proper equipment usage. Training shall familiarize all authorized users with all relevant features of QUICKET’S system. Training shall be divided according to various user types. QUICKET shall provide training to LEMONT for a fixed price of \$2,400.00 until QUICKET has provided adequate training to each designated authorized user sufficient to permit the authorized user to effectively operate the Quicket Solutions Software and Services and the Equipment. Such training shall consist of up to a total of twenty (20) hours of in-person sessions at LEMONT’s facilities, with such times and dates as are mutually agreeable between the parties; the parties agree that all such training to be provided hereunder shall occur before the first anniversary of the Agreement. QUICKET shall provide LEMONT with training materials and user guides to enable future authorized users to familiarize and operate the Quicket Solutions Software and Services. In the event LEMONT requests any additional training sessions, QUICKET’s charge for any such training shall be \$120.00 per hour, which shall remain fixed for the first three (3) years of the Agreement; and LEMONT will be permitted to have an unlimited number of personnel (limited only by the capacity of the Lemont facilities) attend such training.
- s. **OPERATIONS AND MAINTENANCE SUPPORT**
QUICKET shall be responsible for maintenance of the Quicket Solutions Software and Services and QUICKET furnished Equipment. Furnished Equipment is specified above.

t. **DATA CONVERSION PLAN (“DCP”)**

QUICKET shall partner with LEMONT staff to develop a DCP regarding the conversion and migration of data to the QUICKET Cloud-Based Data system. QUICKET shall define the required data format and shall be responsible for the extraction and the translation function of the conversion process. QUICKET shall be responsible for the overall successful execution of the DCP.

The DCP shall be capable of converting and storing all historical citations and reports issued by LEMONT personnel.

QUICKET shall analyze and ensure the accuracy of data for conversion to QUICKET’S platform. QUICKET shall also train authorized users to ensure the accuracy and integrity of the content of the converted data is maintained.

5. INSPECTION AND ACCEPTANCE

a. **PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all Work performance, reports and other deliverables under this SOW and the Agreement shall be performed by any of the following designated individuals:

- Lemont Police Head Administrator
- Lemont Chief of Police
- Lemont Operations Unit Commander

b. **SCOPE OF INSPECTION**

All Work submitted will be inspected for content, completeness, accuracy and conformance to the SOW requirements and Quicket Solutions Software and Services specifications. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the SOW. The scope and nature of this testing will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

If any Work is deficient in LEMONT’s commercially reasonable determination, QUICKET will bring the system up to acceptable standards at no extra cost. QUICKET shall design, plan and deploy the system in accordance with the TECHNICAL REQUIREMENTS set forth herein and in the Quicket Solutions Software and Services specifications.

c. **BASIS OF ACCEPTANCE**

The basis for inspection/acceptance shall be compliance with the requirements set forth herein and in the Quicket Solutions Software and Services specifications. Deliverable items rejected shall be corrected in accordance with the applicable requirements.

d. **INITIAL DELIVERABLES**

LEMONT will provide written acceptance, comments and/or change requests, if any, within sixty (60) work days from receipt by LEMONT of the initial deliverable.

Upon receipt of LEMONT’S comments, QUICKET shall have sixty (60) working days to incorporate LEMONT’S comments and/or change requests and to resubmit the deliverable in its final form.

Compliance with, or failure to comply on the part of Lemont with this section shall not be used to invalidate or alter any warranty provided by Quicket.

e. **WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

LEMONT shall provide written notification of acceptance or rejection of all final deliverables within sixty (60) work days. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

f. **PLACE OF PERFORMANCE**

QUICKET will provide systems that will be used in all areas of LEMONT’S jurisdiction. QUICKET’S primary objective is to create electronic citation solutions that can be accessed both in field operations and at the LEMONT Police Station.

g. **TASK ORDER SCHEDULE AND MILESTONE DATES**

The following schedule of milestones will be used by LEMONT to monitor timely progress under this task order. In this schedule, NLT designates “No Later Than”, “NTP” designates “Notice to Proceed”, WD designates “Work Days”, and PS designates “Project Start”. This schedule is required to meet mission objectives. Some items listed above, but not specifically mentioned below will be delivered appropriately in coordination with the planned completion dates.

MILESTONE/DELIVERABLE	DELIVERIES OR PERFORMANCE	PLANNED COMPLETION DATE
Project Start (PS)	QUICKET	At SOW Execution
Post-Award Kickoff Meeting (POA)	QUICKET	NLT 5 days after SOW Execution
Post-Award Orientation & Training	QUICKET/LEMONT	As scheduled between 15 and 45 days after SOW Execution
Delivery of Equipment, E-citation Platform (with exception of Will County e-citation, to be enabled within 60 days of approval), & Adjudication Launch	QUICKET	NLT 15 days after SOW Execution
Public Payment Portal Launch	QUICKET	NLT 15 days after SOW Execution & in coordination with E-citation Platform Launch
Incident Report Launch	QUICKET	NLT 30 days after SOW Execution
Crash Report Launch	QUICKET	NLT 45 days after SOW Execution

h. **NOTICE REGARDING LATE DELIVERY**

QUICKET shall notify LEMONT, as soon as it becomes apparent to QUICKET, that a scheduled delivery will be late. QUICKET shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The parties recognize and agree that this SOW represents the initial commercial delivery of the Quicket Software and Services Solution and that late delivery or completion of any milestone hereunder shall not be reason for termination unless QUICKET is unable to make such delivery or reach such milestone within 30 days after the original scheduled date.

i. **WRITTEN DELIVERABLES**

QUICKET'S designated Project Manager shall review, approve, and sign all draft and final documents before delivery to LEMONT. All draft and final documents shall be delivered electronically by a designated officer or employee of QUICKET.

6. DATA RIGHTS

Data rights in the information entered into the Quicket Solutions Software and Service are defined under the MSSA.

[SIGNATURE PAGE FOLLOWS]

* * * * *

The parties hereby acknowledge their agreement to the terms applicable to the Work specified in this SOW.

QUICKET SOLUTIONS, INC.

VILLAGE OF LEMONT

By: _____
Name:
Title:

By: _____
Name:
Title:

**QUICKET SOLUTIONS, INC.
MASTER SOFTWARE AND SERVICE AGREEMENT**

Quicket Solutions, Inc., a Delaware corporation having its principal business offices at 60 Hazelwood Drive, Champaign, Illinois, 61820-7460 (hereinafter referred to as "Quicket"), and the Village of Lemont, an Illinois municipality, located at 418 Main Street, Lemont, Illinois 60439 (hereinafter referred to as "Customer"), in consideration of the mutual obligations set forth hereinafter and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. Unless otherwise specifically defined in the body of this Agreement, capitalized terms used but not otherwise defined herein shall have the meanings set forth in **Appendix 1**, Definitions, attached hereto.

2. LICENSES. Quicket hereby grants to Customer, and any and all Users, and Customer and its Users subscribe to and accept, a limited and non-exclusive license to access and use the Quicket Solutions Software and Services during the Term.

2.1 Access and Use Limitation. The Quicket Solutions Software and Services may be accessed and used for the benefit of Customer only. Without limitation, Customer shall not permit third parties not related to the Customer to access or use, the Software, Documentation or other materials related to the Quicket Solutions Software and Services, except as required by law.

2.2 User Details.

(a) Customer shall permit only its authorized employees to register as Users and to use the Quicket Solutions Software and Services. Customer also shall ensure that all such Users comply with the limitations and restrictions in this Agreement.

(b) Only the User who is registered on a given User account may use that account to access and use the Quicket Solutions Software and Services. Customer, in its sole discretion, shall require Users to take appropriate steps, which shall be no less protective than Customer's standard operating procedures governing access to Customer's other information technology systems, to secure their passwords and any other access credentials provided to the User and required for access to the Quicket Solutions Software and Services.

(c) Customer shall be responsible for all activities that occur on any User account. Customer shall notify Quicket promptly of any known or suspected unauthorized use of any User account, User name, or password, and of any other known or expected significant breach of security or confidentiality with respect to the Quicket Solutions Software and Services or Documentation (which shall include the loss of control of any Equipment provided to Customer under this Agreement). For purposes of this provision, "significant breach" shall mean unauthorized access to and change or download of any data in the Quicket Solutions Software and Services.

3. DELIVERY OF SOFTWARE. Quicket shall deliver Software within forty-five (45) days after the execution of this Agreement or on such other date as may be agreed to by the parties. Delivery shall occur (a) by making the Software accessible for download via an FTP site or similar mechanism, or (b) Quicket may deliver the Software as a pre-loaded application on any Equipment provided to Customer under the terms of this Agreement.

4. MAINTENANCE AND SUPPORT SERVICES; UPDATES AND UPGRADES.

(a) Maintenance and support services are included in the Quicket Solutions Software and Services subscription fees and are provided in accordance with Quicket's then current Technical Support Policy which shall be made available on the Quicket Customer Support portal. The current version of the Quicket Solutions Technical Support Policy is attached as **Appendix 2** (the "Support Policy"). Such Support Policy may be amended from time to time by prior written notice (via e-mail, support portal notifications or other available mass communication method, as reasonably determined by Quicket) provided that the Support Policy will not be amended or revised in any manner that results in any diminution of any maintenance or support during the Term. Quicket agrees to provide email notification to Customer's appointed point of contact substantially contemporaneously with the release of any Updates or Upgrades.

(b) Quicket will provide Updates and Upgrades to the Quicket Solutions Software and Services, if and when they are developed, tested and ready for delivery. Updates and Upgrades will be provided without additional charge to the Customer.

(c) Maintenance, repair and warranty service obligations and procedures pertaining to Equipment are set forth on **Appendix 4**.

(d) Notwithstanding anything to the contrary set forth in this Agreement, Updates and Upgrades do not, and shall not be deemed to include the provision of additional services, programs, modules or other expansion of services beyond those to which the Customer has subscribed. Any additional services, programs, modules or other expansion of services shall be included under this Agreement upon execution by the parties of an amendment in accordance with Section 12.4 below.

5. PROFESSIONAL SERVICES. Quicket shall supply Professional Services, as specified in a Schedule and/or a statement of work ("SOW"). Professional Services to be provided shall be outlined in **Appendix 3**. Quicket may subcontract to third parties, with prior written notice to and the written consent of Customer, provided that Quicket shall remain solely and exclusively responsible for all performance of the Professional Services under this Agreement and shall be solely and exclusively responsible for all acts and omissions of such subcontractors. Quicket will ensure that all Quicket employees and all subcontractors providing Professional Services will

comply with all applicable federal, state and local laws Customer shall have the sole discretion to deny the use of a particular subcontractor.

6. EQUIPMENT LEASE. Quicket may supply equipment, including but not limited to tablet computers, communication devices, printers, supplies and other accessories (the "Equipment", as defined on Appendix 1) to Customer for use with the Quicket Solution Software and Services. Unless otherwise agreed by the parties, the Equipment shall be leased to Customer under the terms and conditions set forth on the Leased Equipment Addendum attached hereto at Appendix 4.

7. FEES, BILLING AND PAYMENT.

(a) Customer shall pay Quicket the license, subscription and service fees specified in a purchase order. Customer shall also pay any expenses, as reasonably incurred and approved by Customer in connection with the applicable purchase order. Quicket will include receipts and other reasonable evidence of such expenses incurred with its invoice, and such invoices will be issued to Customer in the course of Quicket's routine monthly billing cycles. Subscription fees for the Quicket Solutions Software and Services and Equipment Lease fees will be invoiced on a monthly basis, and Customer will pay such fees in accord with the prompt pay act. The Customer will use its Illinois State Sales Tax exemption to the fullest extent allowed by law for any taxes that may be charged to Customer and Quicket for any taxable materials that will ultimately be owned or utilized by the Customer. Customer shall not be responsible for any other taxes not otherwise exempted. Notwithstanding any part of this Section 7 to the contrary, in the event any federal, state or local prompt pay or similar act, statute, law or regulation ("Law") applies to this Agreement, such Law shall supersede any conflicting terms set forth herein (for example, a "prompt pay" act).

(b) Quicket warrants that the pricing offered pursuant to this Agreement is approximately 25% lower than planned pricing for Quicket's future customers. During the Term, Quicket agrees that the Quicket Solutions Software and Services shall be provided to Customer on pricing at least five percent (5%) lower than any subsequent Quicket customer, provided that the terms and conditions under which the Quicket Solutions Software and Services are provided to such other customer are of the same quality and character as provided to Customer, including the type and quantity of Equipment provided, Software and Services subscribed, delivery terms and other factors as Quicket and Customer, respectively, may consider in the exercise of its commercially reasonable judgment. Should Quicket enter into any subsequent agreement with any customer during the term which provides for pricing equal to or more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide Customer more favorable pricing in accordance with this Section 7(b). Quicket shall notify Customer promptly of the existence of such more favorable pricing terms and shall adjust Customer's pricing to meet the requirements of this Section 7(b) on the next invoice, with the modified pricing starting on the next scheduled invoice.

(c) During the Term, Customer may increase or reduce the quantity of the Quicket Software and Services or Equipment. Customer shall provide written notice of the quantities of Quicket Software and Services or Equipment to be added or removed from the Agreement. Quicket will deliver the

additional Quicket Software and Services or Equipment within a commercially reasonable time after receipt of the notice, if immediate delivery is requested, or on a specific delivery date agreed to by the parties. Reductions in quantities shall be permitted four times per year at the end of each calendar quarter. Changes to fees and billing required under this Section 7(c) shall occur on the next regular billing cycle after the additional Quicket Software and Services or Equipment are provided or after the reduction occurs. Customer's exercise of this option to reduce the number of devices leased shall not be cause for Quicket to increase the unit pricing for the materials provided.

8. OWNERSHIP AND CONFIDENTIALITY.

8.1 Quicket Ownership. Ownership of the Equipment, the Quicket Solutions Software and Services (excluding Customer Data), any Quicket-developed Documentation (in whole or in part), and all related copyright, patent, trade secret and other proprietary rights, are the exclusive property of Quicket and its licensors. Quicket reserves all rights not expressly granted to Customer in this Agreement. There are no implied rights. Except as contemplated under this Agreement, Customer shall not (i) use, disclose or provide any Software or related Quicket Documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Quicket's products or business, to any other party, except as permitted under this Agreement or any supporting documentation, (ii) attempt to or knowingly permit or encourage others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover the source code to the Software except permissible by applicable law despite such prohibition, or (iii) use the Quicket Solutions Software and Services for the benefit of any third party not related to the Customer without the express prior written consent of Quicket. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software by Customer, Users or other employees or contractors to whom it makes the Software available, and shall not reproduce on any copies of Software, and not cause or direct the removal of any titles, trademarks, copyright and other proprietary or restrictive legends or notices.

8.2 Customer Ownership. As between Quicket and Customer, all devices (other than Equipment), Customer and other data submitted to the Quicket Solutions Software and Services by Customer ("Customer Data") in the course of using the Quicket Solutions Software and Services, is owned by Customer and shall be considered by Quicket as Customer's confidential information, together with any related documentation, copies, modifications and derivatives of the foregoing and all related copyright, patent, trade secret and other proprietary rights in the foregoing. Unless it receives Customer's prior written consent, Quicket will not access or use any Customer Data other than as necessary to accomplish the services to be provided by Quicket. There are no implied rights. Quicket shall not (i) use, disclose or provide to any other person any Customer Data or other related Customer documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Customer or Customer's activities, (ii) attempt to or knowingly permit others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover Customer Data or any Customer Confidential Information, or (iii) modify any Customer Data or Customer Materials without prior express written consent from Customer. Quicket shall take all commercially reasonable precautions to

prevent unauthorized or improper use or disclosure of the Customer Data by Quicket or its employees.

8.3 Confidentiality.

(a) **"Confidential Information"** means non-public information marked "confidential" or "proprietary", or that otherwise should be understood by a reasonable person to be confidential in nature, provided by a party or on its behalf to the other party to this Agreement. All terms of this Agreement, including but not limited to fees and expenses, are considered Confidential Information of both parties however, Customer shall not be restricted from including payment amounts to Quicket in a publicly disclosed document. Customer Confidential Information includes, but is not limited to, all Customer Data and other related Customer documentation (or any modifications or derivatives thereof) and any other confidential or non-public information related to Customer's activities. Quicket Confidential Information includes, but is not limited to, the Software, Quicket-owned Professional Services Deliverables, financial information, product features, product roadmap and other non-public information regarding Quicket's business and products. Confidential Information does not include any information which is or becomes publicly available through no fault of the receiving party; is independently developed by the receiving party without use of the disclosing party's confidential and/or non-public information; or is rightfully obtained without restriction on disclosure through a chain of parties not originating in the breach of any obligation to the disclosing party.

(b) Each party agrees to: (i) use Confidential Information of the other party only as permitted under this Agreement or as requested or directed by a party to this Agreement and (ii) protect the Confidential Information using reasonable measures commensurate with those that the receiving party employs for the protection of corresponding sensitive information of its own. Without the other party's prior written consent, each party may disclose Confidential Information to (A) its employees who reasonably require access to such Confidential Information in connection with the applicable party's performance or observance of, or exercise of its rights under, this Agreement, (B) in the case of Quicket as the receiving party, on a need to know basis to permitted subcontractors who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, (C) in the case of Customer, on a need to know basis to its third party contractors who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, and (D) on a need to know basis to attorneys, accountants or other professional advisors who are bound by an ethical duty of confidentiality; (E) or as otherwise required by law, including the Illinois Freedom of Information Act.

(c) Each party agrees that in the event the other party's Confidential Information is inadvertently disclosed or is compromised, the disclosing party will immediately report the same to the non-disclosing party and work with the non-disclosing party to take any reasonably required steps to mitigate any damage caused by the same.

(d) Notwithstanding any provision of this Agreement to the contrary, any portion of this Agreement required to be made public or available to the public under any applicable law shall be excepted from the definition of Confidential Information.

8.4 Data Sharing. In the event that any customers of Quicket determine that sharing of the customers' respective Confidential Information or data is likely to be of mutual benefit to the customers and the sharing of information and data can be effected or facilitated through the Quicket Solutions Software and Services, such customers and Quicket may enter into a form of mutually acceptable Data Sharing and Non-Disclosure Agreement providing for the transfer of such information and data between or among such customers and authorizing Quicket to (i) facilitate such transfer, (ii) grant appropriate access to representatives of each customer to the Confidential Information and data of the other pursuant to the terms of the data sharing agreement, and (iii) such other acts as may be reasonably required on the part of Quicket to implement and manage such arrangement, including any fees and expenses associated with such Data Sharing and Non-Disclosure Agreement.

9. WARRANTY; INDEMNITY; DISCLAIMERS.

9.1 Software and Services Performance Warranty. Quicket warrants that for a period of one year following the delivery of the Quicket Solutions Software (the "Warranty Period"), the Software and the Quicket Solutions Software and Services will perform in material conformity with all applicable end user Documentation supplied by Quicket; provided, that the Software and the Quicket Solutions Software and Services are operated in accordance with the Documentation and that Quicket receives a written claim from Customer under this limited warranty within the Warranty Period ("Warranty"). In the event of a breach of this Warranty, at Quicket's election it shall, at no additional cost to the Customer: (a) replace or repair the affected Quicket Solutions Software and Services so it performs as warranted or, (b) if Quicket is not able to or determines it is not commercially feasible to repair or replace the same within a reasonable period of time, terminate the License and Quicket Solutions Software and Services and credit or (at Customer's option) refund to Customer the unused, prepaid Quicket Solutions Software and Services subscription fees paid hereunder on a pro-rated basis based on the remaining period in the Term. This Warranty does not apply if Customer or any third party changes or modifies the Software without the written authorization of Quicket or if the defect is caused by use of the Software with third party software or hardware not supplied, supported, recommended or approved by Quicket for use with the Software. Customer will have access to all Documentation related to the Quicket Solutions Software and Services as set forth in the purchase order. The Documentation will describe the functionality and capabilities of the Quicket Solutions Software and Services including without limitation material information required for installation, implementation and support of the same.

9.2 Service Level Agreement. During the Term, the Quicket Solutions Software and Services shall be available for use in accordance with the Service Level Agreement ("SLA"), at **Appendix 5** attached hereto.

9.3 Professional Services Performance Warranty. Quicket further warrants that Professional Services supplied hereunder, or under any future SOW or Schedule, shall be supplied in a professional and workman-like manner consistent with general industry standards reasonably applicable to the Professional Services to be provided. All personnel performing Professional Services under this Agreement or any

subsequent agreement will be sufficiently trained and knowledgeable to perform the services required, and shall meet any and all requirements necessary to perform Professional Services that are to be provided by Quicket to the Customer.

9.4 Title Warranty and Indemnity from Quicket. Quicket represents and warrants that it has full legal power and authority to grant the License, provide the Quicket Solutions Software and Services, and the Professional Services Deliverables under this Agreement and any subsequent agreement to the Customer. If a claim is made or an action brought that the Professional Services Deliverables, Software or the Quicket Solutions Software and Services (or any component thereof) infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Quicket will defend Customer from, and indemnify and hold harmless Customer against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) Quicket has sole control of the defense and all related settlement negotiations, and further provided that no settlement of a claim binding Customer will be entered into without the consent of Customer; and (iii) Customer reasonably cooperates in any investigation, defense or settlement of such claim or action. The Customer may participate (at its own expense, except as described above) in any investigation, defense or settlement of such claim or action. Quicket's obligations under this Section are conditioned on Customer's agreement that if the Software, or the use or operation thereof or of the Quicket Solutions Software and Services, becomes, or in Quicket's opinion is likely to become, the subject of such a claim, Quicket may at its expense, with Customer's consent, either procure the right for Customer to continue using the Software, Professional Services Deliverables or the Quicket Solutions Service (as the case may be) or, at Quicket's option, replace or modify the same so that it becomes non-infringing (provided such replacement or modification does not materially adversely affect Customer's intended use of the Professional Services Deliverables, Software or the Quicket Solutions Service as contemplated hereunder). If neither of the foregoing alternatives are available on terms which are reasonable to the Parties, the Parties may terminate the Quicket Solutions Service and the License as applicable and in such case Customer will return any Software in its possession or control upon written request by Quicket and Quicket will credit or (at Customer's option) refund the Customer any unearned, prepaid fees for the Quicket Solutions Software and Services. Should the Parties terminate this Agreement, Quicket shall still be required to indemnify and hold harmless the Customer from any liability, whatsoever that is related to the Professional Services and Equipment provided by Quicket to Customer; Quicket's obligation to indemnify and hold harmless Customer under this provision shall expire on the fifth anniversary of the termination. Quicket shall have no liability for any claim based upon (a) use of the Software or service other than as expressly authorized by this Agreement or any subsequent agreement or as contemplated by the Documentation, (b) the combination, operation or use of any Software with materials not supplied by Quicket or authorized for use by Quicket, or not otherwise contemplated by this Agreement or the Documentation, if such claim would have been avoided by use of the Software alone THE FOREGOING STATES THE SOLE REMEDY OF CUSTOMER AND THE ENTIRE OBLIGATION OF QUICKET

WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9.6 Intentionally omitted.

9.7 Data Security and Privacy.

(a) Unless it receives Customer's express written consent, Quicket will not give any third party access to Customer Data other than as required to accomplish the terms of this Agreement, as required by law, or as instructed by Customer in writing. Quicket shall (i) institute and comply with industry-standard practices for systems security which are reasonably sufficient to protect Customer Data from improper access, loss, alteration or destruction, and (ii) access Customer's computer systems, if access is provided, only for the limited purpose of, and only for that period of time necessary for, fulfilling its obligations hereunder and subject to Customer's security policies and procedures provided to Quicket in advance of Customer providing Quicket access to Customer's internal systems. Quicket shall maintain (a) a current detailed disaster recovery and business continuity plan and (b) written information security plan, which shall be provided to the Customer prior to the execution of this Agreement; and Quicket shall review and update or otherwise modify as industry-standard practices require such plans not less than once a calendar year during the Term. All updates or modifications to the aforementioned plans shall be provided to the Customer within seven (7) days of Quicket's adoption of a final revision, amendment or restatement of such plan. In compliance with applicable law, but in no less than a commercially reasonable time in accordance with the circumstances, Quicket shall promptly inform Customer whenever it knows or reasonably believes a security breach has compromised, or is likely to compromise, Customer Data and will cooperate with Customer in investigating such breach, including making available all relevant records, logs, and files as reasonably requested by Customer. In the event of any actual breach of data security and unauthorized access to Customer Data, Quicket shall: (i) immediately notify Customer within twenty-four (24) hours of the identification of the breach of data security and (ii) provide a Quicket point of contact, available to Customer by telephone, text or email, with a response time of not more than two (2) hours after delivery of the notice, until such time as the root cause of the data security breach is identified and the vulnerability fixed. All reasonable costs of providing notice to potentially affected persons pertaining to the breach shall be paid for by the party responsible for the vulnerability leading to the breach or otherwise at fault for the breach. The parties shall consult and mutually agree to the list of affected persons and content of any such notices to be delivered to such affected persons; provided, that, if the parties are unable to agree to the content of any notice within a reasonable time after the notice of breach, Customer may determine, in its sole discretion, the list of persons to whom notice is to be sent and the content of such notices. The costs of any remediation and repair to the data security systems and procedures of either Quicket or Customer shall be paid by the party at fault for the root cause of the data security breach. The parties do not anticipate or intend that Quicket will have or require access to any personal information or personal health information in connection with this Agreement, other than the business contact information (phone numbers, e-mail addresses, etc.) of Customer's employees which shall be held in confidence by Quicket in accordance with Section 8.3 of this Agreement. While Quicket

strives to comply with all applicable data protection and privacy laws, the Quicket Solutions Software and Services are not warranted to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"). Customers of the Quicket Solutions Software and Services, including Customer, are responsible for ensuring that the nature of the data collected, transmitted through and/or stored in the Quicket Solutions Software and Services and Customer's use thereof comply with applicable laws. Quicket warrants that it will not knowingly or willfully violate HIPAA and HITECH, and will take all necessary safeguards to ensure no such violation occurs. The parties acknowledge that Customer is solely responsible for populating and entering all Customer Data in the Quicket Solutions Software and Services and Quicket has no control over the integrity of the data collected and input through Customer's use of the Quicket Solutions Software and Services. Customer shall have access to the Quicket Solutions Software and Services in order to store, retrieve or export Customer Data; and upon any termination or expiration of this Agreement, Customer shall be entitled to the Customer Data Access Period for the purpose of allowing Customer to complete a final export of the Customer Data, and thereafter Quicket shall destroy all electronic copies of Customer Data remaining in Quicket's possession, custody or control and purge any media that previously housed the Customer Data. During the Term of this Agreement and the Customer Data Access Period, Customer will have access to Customer Data within the Quicket Solutions Software and Services and will have the ability to download its Customer Data at any time as part of the Quicket Solutions Software and Services functionality. Quicket represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information does and will comply with all applicable federal, state and local privacy and data protection laws, as well as all other applicable regulations and directives. If Quicket fails to comply with any of its obligations under this Section 9.7, Customer shall be entitled, in addition to monetary relief, to injunctive or other equitable relief.

(b) Quicket shall host the Quicket Solutions Software and Services at a facility that meets the standards of ISO270001 and is certified at least to SAS70 and/or SSAE16 standards, or a substantially similar successor standard, and will have industry standard physical, technical and administrative data security infrastructures in place, and be CJIS approved and compliant. Quicket currently uses Amazon Government Cloud for its third party hosting subcontractor and will not make any changes to a third party hosting subcontractor arrangement that decreases security infrastructure from that in place as of the date of this Agreement. Quicket Solutions Software and Services are intended only for use in the United States, and Quicket does not warrant or represent that the Quicket Solutions Software and Services are or will become EU Safe Harbor Certified. In the event Quicket is unable to meet the standards or procure the certifications set forth in this Section 9.7(b), then such event shall be deemed a material breach, and Customer may terminate this Agreement in accordance with its terms.

(c) Transmission of Customer Data through the Quicket Solutions Software and Services shall utilize industry standard and the Federal Bureau of Investigation Criminal Justice Information Services Division certified encryption techniques. In the event Quicket processes or accepts third

party payments made to or for the benefit of Customer, Quicket shall meet or exceed all applicable Payment Card Industry ("PCI") standards and maintain PCI certification of its payment application, platform or portal.

(d) If a third party claim or action is brought against Customer as a result of any security breach that results in misuse or improper access to any Customer Data due to Quicket's or its applicable vendor(s) acts or omissions, Quicket will defend, indemnify and hold harmless Customer and against such third party claim and any resulting costs, damages and attorneys' fees arising out of or reasonably incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement as a result of such claim, provided that (i) Customer promptly notifies Quicket in writing of the claim, and (ii) Quicket has sole control of the defense and all related settlement negotiations, provided that no settlement of a claim binding Customer will be entered into without the consent of Customer as applicable and provided that Customer may participate in the defense and settlement of any such claim at its own cost; (iii) Customer reasonably cooperates in any investigation, defense or settlement of such claim or action. Quicket shall procure insurance coverage for any claims made by third-parties as described in this Section 9.7(d), and Quicket shall provide an endorsement to such insurance policy which names Customer as an additional insured. Such insurance coverage shall be primary and non-contributory as to all other Customer's insurance.

9.8 Viruses and Disabling Code. Quicket shall use commercially reasonable efforts to ensure that Software is scanned prior to delivery to Customer, using industry standard commercially available scanning software, in order to ensure that there are no known computer viruses, malware, or similar malicious code or items in the Software on delivery to Customer. The Quicket Solutions Software and Services, upon delivery, (i) will not contain any back doors, trap doors, worms, or any other disabling devices designed to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services, and (ii) will not permit the access or control of any Customer hardware, network, software or device by any party other than Customer, except as contemplated in the Documentation.

10. LIMITATION OF LIABILITY.

10.1 Intentionally omitted.

11. TERM AND TERMINATION.

11.1. General. This Agreement shall become effective upon execution by authorized representatives of both Quicket and Customer (the "Effective Date") and shall continue in effect until the earlier of expiration or termination of this Agreement.

11.2 Termination for Cause. Either party may terminate this Agreement (including any License granted therein), in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days after receipt of written notice from the non-breaching party to the breaching party; provided, however, that either party may terminate this Agreement immediately, and without any opportunity to cure, in the event of a breach of Section 8 of this Agreement.

11.3 Termination for Convenience. Either party may terminate this Agreement for such party's convenience and

without cause upon written notice to the other party at least thirty (30) days prior to the effective date of termination.

11.4 Effect of Termination.

(a) Upon termination or expiration of this Agreement or termination or expiration of a specific Schedule, Customer shall make no further use of the affected Quicket Solutions Software and Services or Equipment and shall within ten (10) days deliver to Quicket or destroy the original and all copies of such Software and return the affected Equipment to Quicket or make such Equipment available for pick-up by Quicket. Customer may retain a copy of any terminated or expired Software solely for archival purposes. Termination or expiration shall not affect any rights accrued prior thereto.

(b) Upon any termination or expiration of this Agreement, Quicket shall make the Quicket Solutions Software and Services available to Customer during the Customer Data Access Period for Customer to complete a final export of the Customer Data. In the alternative, Quicket may determine to provide the export of Customer Data in a form and format reasonably available to or usable by Customer.

12. MISCELLANEOUS.

12.1 Insurance. Quicket has provided Customer with a memorandum of insurance evidencing the policies, coverages and applicable limits of insurance procured by Quicket and in force at the time this Agreement is executed. Quicket warrants to Customer that it will not reduce coverages or limits during the Term.

12.2 Export; Government Restricted Rights. Customer acknowledges that the export of any Software is or may be subject to export or import control and Customer agrees that any Software or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. Customer may request, from time to time, that Quicket provide Customer with reasonably available information applicable to the Quicket Solutions Software and Services to facilitate compliance with this Section 11.2, including applicable export classifications and designations. If Customer or any of its end users are a U.S. federal government end user, the Quicket Solutions Software and Services are a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Quicket Solutions Software and Services are licensed to such Customer and end users only with those rights as expressly provided under the terms and conditions of this Agreement.

12.3 Non-Assignment. Neither party may sell, assign, or otherwise transfer to any third party this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

12.4 Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, supersedes all other oral and written representations, understandings, proposals and other

communications between the parties, and is binding upon the parties and their permitted successors and assigns. This Agreement may be modified or amended only by a written instrument executed by the authorized representatives of both of the parties. This Agreement shall apply to all Software and services ordered by Customer or delivered to Customer by Quicket.

12.5 Relationship of Parties. Quicket and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

12.6 Intentionally Omitted.

12.7 Third Party Products. Third party software products and programs supplied or made accessible under this Agreement, including by way of example software that is part of the Service infrastructure such as database, back-up, storage, and firewall software, are licensed under this Agreement for use solely with the Quicket Solutions Software and Services as authorized under this Agreement, and are subject to the confidentiality and non-assignment provisions of this Agreement. Certain portions of the Software may include open source or third party program(s) that are subject to the license terms and notifications found in the "About" box documentation included within the Software, as updated from time to time and posted on the Quicket website. Such program(s) are not subject to the warranty and indemnity provisions of this Agreement.

12.8 Intentionally omitted.

12.9 Audit Rights; Usage Verification.

(a) No more than once in any twelve (12) month period, upon thirty (30) days prior written notice to Customer, Quicket shall have the right, for purposes of verification of Customer's compliance with this Agreement, to access the User data within the Quicket Solutions Software and Services. Customer acknowledges that the Quicket Solutions Software and Services may at the date of this Agreement or in subsequent releases include password protection, anticopying subroutines or other security measures designed to monitor the usage of the Software for license management purposes. Under no circumstances may Quicket employ any such measure to interfere with Customer's normal and permitted operation of the Quicket Solutions Software and Services. Any audit performed shall not disrupt the operations and functions of the Customer. Audits will have minimal to no impact upon the system. Any audit shall not last more than one regular business day of eight (8) hours.

(b) Upon request by Customer, Quicket agrees to complete, within sixty (60) days of receipt, a security audit questionnaire provided by Customer.

12.10 Service Locations. All Professional Services shall be performed within the United States. Customer's Quicket Solutions Software and Services environments, and all Customer Data under Quicket's possession or control, shall be provisioned in Quicket's data center in the United States.

12.11 Miscellaneous. In no event shall either party be liable for any delay or failure to perform under this Agreement, which is due to causes beyond the reasonable control of such party and without such party's fault or negligence; provided that the affected party notifies the unaffected party as soon as reasonably possible, and resumes performance hereunder as soon as reasonably possible following cessation of such force majeure event. To the extent that any provision of this Agreement is found to be void or unenforceable, such provision shall be without effect and the remainder of the Agreement shall be enforced to the full extent of the law. This Agreement shall be governed by, and interpreted and enforced

in accordance with, the substantive laws of the State of Illinois without regard to its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transaction between the parties. All notices given under this Agreement shall be in writing. Any notice under this Agreement if delivered by hand, sent by facsimile, or mailed via overnight courier, shall be deemed given on the business day following the sending of such notice, and any notice sent via mail shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Quicket Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Appendix 1

Definition Appendix

“Agreement” means this Master Software and Service Agreement, together with and the following documents:

- (a) Definitions, Appendix 1
- (b) Technical Support Policy, Appendix 2
- (c) Professional Services Terms, Appendix 3
- (d) Leased Equipment Addendum, Appendix 4
- (e) Service Level Agreement, Appendix 5
- (f) Additional Terms and Conditions to Master Software and Services Agreement, Appendix 6
- (g) Statement of Work, Village of Lemont Implementation Plan, dated _____, 2015.

“Customer Data” means all data submitted to the Quicket Solutions Software and Services by Customer (“Customer Data”) in the course of using the Quicket Solutions Software and Services, including any related documentation, copies, modifications and derivatives of the foregoing and all related copyright, patent, trade secret and other proprietary rights therein.

“Customer Data Access Period” means a period of no less than thirty (30) days immediately following the termination or expiration of this Agreement during which Customer is allowed to complete a final export of Customer Data.

“Documentation” means Quicket materials describing the Quicket Solutions Software and Services, including, but not limited to, product technical manuals and online information (including online versions of the technical manuals) and help facility descriptions.

“Equipment” means any tablet computers, communication devices, printers, supplies and other accessories provided to Customer by Quicket for use with the Quicket Solutions Software and Services.

“Error” means a defect which causes the Software not to perform substantially in accordance with the specifications set forth in the Documentation and which can be reproduced or replicated in regular usage by Customer and Quicket.

“Error Correction” means the use of reasonable commercial efforts to remedy an Error.

“License” means a license to use the Software and/or Quicket Solutions Software and Services, as applicable, as defined in the applicable Schedule.

“MSSA” means the Master Software and Service Agreement.
“Previous Sequential Release” means a release of Software which has been replaced by a subsequent Release of the same Software. A Previous Sequential Release will be supported by Quicket for a period of only one (1) year after release of the subsequent Release.

“Professional Services” means those services to be provided by Quicket to Customer and which (i) are not specifically included under the Master Software and Service Agreement the Additional Terms and Conditions to the Master Software and Service Agreement, and (ii) are set forth in a separate agreement between Quicket and Customer. Professional

Services may include, but are not limited to, set-up services, configuration and/or implementation services and/or other consulting services.

“Professional Services Deliverables” means any software, modifications to software, configurations, documentation, reports or other work product developed and delivered by Quicket to Customer under a Professional Services project.

“Quicket Solutions Software and Services” means the Software and the Quicket Solutions cloud-based hosted service for access to the Quicket web-based and mobile applications as specified in the applicable Schedule, purchase order or other ordering document.

“Schedule” means an addendum, appendix, amendment or other writing titled as a schedule and attached to or included in this Agreement, when signed by both parties from time to time that, when completed, sets forth the features, term, quantities, scope and fees associated with the purchase of a License or Licenses to Software, a Quicket Solutions Software and Services subscription, leasing of Equipment, or the description and fees associated with the purchase of Professional Services under Appendix 3 hereof.

“Software” means the standard version of the software program or programs marketed and licensed by Quicket. Software includes machine readable (object) code, except for certain Software which Quicket may elect to supply in source code format. Software includes any Updates or Upgrades of the Software, as defined in this Appendix, applied by Quicket to the Quicket Solutions Software and Services during the Term.

“SOW” or **“Statement of Work”** means a Schedule or other separate document referencing this Agreement and signed by both parties from time to time that sets forth Professional Services to be supplied by Quicket and which may contain certain other terms related to the provision of such Professional Services, the Quicket Solutions Software and Services and/or Equipment that are agreed between the parties.

“Support Policy” has the meaning set forth in Section 4.

“Telephone Support” means technical, telephone assistance provided by Quicket to Users. Standard Telephone Support is provided during the hours of 8:00 am and 6:00 pm Central Standard Time, excluding Quicket recognized holidays.

Quicket will provide additional non-standard 24/7 telephone support. Any response to requests for support outside of the standard support hours will be on a four (4) hour response time, measured from the time the call is placed to Quicket.

“Term” means the period commencing on the delivery of the Software and Equipment to Customer and ending to 12:01 am local time on the first anniversary hereof (the **“Initial Term”**); This Agreement shall automatically renew for successive one-year periods, each of which renewals shall be part of the Term, unless either party notifies the other that such party declines to renew the Agreement at least thirty (30) days prior to the end of the then current Term. Notwithstanding any automatic renewal of the Agreement, either party may terminate the Agreement in accordance with its terms.

“Updates” mean error corrections, fixes, workarounds or other maintenance releases of the Quicket Solutions Software and Services.

“Upgrades” mean new releases or versions of the Quicket Solutions Software and Services that provide enhancements, modifications or improvements to the features or functionality; for purposes of this Agreement, “Upgrades” shall also include new features which are made generally available to all customers purchasing the Quicket Solutions Software and Services and for which Quicket does not charge any customer additional incremental fees.

“User” means an individual who is an employee of Customer authorized access to and use of the Quicket Solutions Software and Services during the course of such User’s employment.

“Workaround” means a change in the procedures followed or data supplied by Quicket to avoid an Error without substantially impairing use of Quicket Solutions Software and Service.

Appendix 2

Technical Support Policy

The following details Quicket's current Technical Support Policy regarding the Quicket Solutions Software and Services. Updates to Quicket's Technical Support policies will be accessible at Quicket's website, under "support".

Third Party Software is specifically excluded from the terms set forth in this Appendix (but this exclusion does not pertain to the software interfaces and port-sets developed by Quicket that enable the link between the Software and the Third Party Software).

Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the MSSA to which this Appendix 2 is attached.

1. SUPPORT SERVICES

1.1 Coverage. For so long as Customer is current in the payment of the Service Fees under the Agreement between Quicket and Customer, Quicket agrees that it shall use its diligent commercial efforts to provide support services to Customer as follows:

1.1.1 Error Correction and Telephone Support provided to Users concerning use of the Quicket Solutions Software and Service.

1.2.2 Releases, Versions and Updates which consist of one copy of published revisions to the Documentation relating to the Services.

1.2 Error Priority Levels. Quicket shall exercise commercially reasonable efforts to correct any Error reported by Customer's Qualified Individuals in the current, unmodified release of Software in accordance with the following priority level reasonably assigned to such Error by Quicket:

1.2.1 Priority A Error: means an Error which renders the Quicket Solutions Software and Service inoperative or causes the Quicket Solutions Software and Service to fail catastrophically. Quicket shall promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which Workaround or Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts; (iii) notify Quicket management that such Errors have been reported and of steps being taken to correct such Error(s); (iv) provide Customer's Qualified Individuals with periodic reports on the status of the corrections; and (v) provide Customer's Qualified Individuals with a Workaround or Error Correction.

1.2.2 Priority B Error: means an Error which substantially degrades the performance of Quicket Solutions Software and Service or materially restricts Customer's use of the Quicket Solutions Software and Service. Quicket shall, promptly: (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error

report, notify Customer's Qualified Individuals of the engineers assigned to the Error report; (iii) within one (1) week of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket shall exercise commercially reasonable efforts to include an Error Correction in the next regular Software maintenance Update.

1.2.3 Priority C Error: means an Error which causes only a minor impact or restricts Customer's use of Quicket Solutions Software and Service. Quicket shall (i) assign Quicket engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify Customer's Qualified Individuals of the engineers assigned to the Error report; and (iii) within two (2) weeks of receipt of the Error report, attempt to identify the nature of the Error and notify Customer's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Quicket's best efforts. Quicket may include an Error Correction in the next Version of the Product.

1.3 Other Errors. If Quicket believes that a problem reported by Customer may not be due to an Error in the Quicket Solutions Software and Service, Quicket will so notify Customer's Qualified Individuals. At that time, Customer may: (i) instruct Quicket to proceed with problem determination as set forth below or (ii) instruct QUICKET that Customer does not wish the problem pursued at its expense.

1.4 General Telephone Support. For general questions pertaining to the operation of the Quicket Solutions Software and Services or the Equipment, Quicket will provide a telephone help desk number and will respond to calls made by Customers in accordance with the applicable level of support. For all Customers, Quicket's standard level of Telephone Support is provided during the hours of 8:00 am and 6:00 pm Central Standard Time, excluding Quicket recognized holidays. Customers subscribing to the standard Telephone Support shall receive a return call the same day; calls made after 6:00 pm Central Standard Time shall receive a return call the following day. Customers purchasing non-standard Telephone Support will receive a return call within four (4) hours from the time the call is placed to Quicket.

1.5 Limitations of Support. Quicket shall have no obligation to support: (i) Quicket Solutions Software and Service that is not the then current release or the Previous Sequential Release; or (ii) Quicket Solutions Software and Service problems caused by Customer's modification, abuse or misapplication, use of the Software other than as specified in the Documentation or other causes beyond the reasonable control of Quicket.

3. CUSTOMER'S RESPONSIBILITIES

3.1 Procedures. Customer shall take reasonable measures to ensure that its Users shall read, comprehend and follow operating instructions and procedures as specified in, but not limited to the Documentation and other correspondence related to the Quicket Solutions Software and Service, and follow procedures and recommendations provided by Quicket support personnel in an effort to correct Errors.

3.3 Notification of Errors. Customer shall notify Quicket of Errors in accordance with the then-current Quicket Error and problem reporting procedures. If Quicket believes that a problem reported by Customer may not be due to an Error in the Software or provision of Services, Quicket will so notify Customer.

4. **WARRANTY**

4.1 Limited Warranty. Quicket warrants that Support Services will be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature.

5. **SUPPORT POLICY CHANGES**

5.1 This Schedule sets forth Quicket's policy with respect to the provision of support in force as of the Effective Date. Customer acknowledges that these terms are subject to change in accordance with Section 4(a) of the MSSA.

Appendix 3

Professional Services Terms

1. **SERVICES.**

Quicket will provide Professional Services pursuant to Schedule(s) and/or SOW(s) executed by the parties and referencing this Agreement. Unless the parties expressly agree in writing to the contrary, the Professional Services do not include maintenance and/or support services for any Professional Services Deliverables. Deliverables". Customer may separately purchase from Quicket maintenance and/or support services for such deliverables or work product on a time and materials basis as set forth in an applicable Schedule or SOW as agreed to by the parties.

2. **CHANGE REQUESTS.** Either party may request a change to an SOW or Schedule of Professional Services, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute a new SOW or Schedule. All Change Requests must comply with the provisions of 720 ILCS 5/33E-9 and all other applicable laws.

3. **CHARGES FOR SERVICES.** Customer shall pay to Quicket the fees set forth in the SOW(s) or Schedule(s) for the Professional Services. Unless explicitly stated otherwise in writing in an SOW or Schedule or any other document, all such listed Professional Services fees are estimates only, and are billed on a time and materials basis at rates agreed upon in writing by the parties for the Professional Services. Quicket will give prior notice to Customer if Quicket reasonably believes the Professional Services will not be completed within the estimate provided and the parties will enter into an appropriate Change Request as necessary and as agreed by the parties. Professional Services will be invoiced in accordance with Section 7 of the MSSA.

4. **Intentionally Omitted**

5. **ACCESS TO CUSTOMER'S PROPERTY AND COMPUTERS.** Upon Quicket's request, Customer agrees to provide Quicket access to any Equipment and, if necessary, Customer's computer(s) via remote data communication and, upon Quicket's written request, by visits to Customer's site as reasonably required to perform the Professional Services pursuant to any Schedule or SOW and Quicket will abide by Customer's security and safety regulations and policies, provided in advance to Quicket, and which are applicable to such access. Any access under this provision shall not disrupt the operations of the Customer and will have minimal to no impact upon the Customer's information technology systems.

6. **LICENSE: OWNERSHIP.**

6.1 Quicket hereby grants to Customer a non-exclusive, non-transferable license to use the Quicket-owned Professional Services Deliverables delivered to Customer, solely in conjunction with, and consistent in scope with, Customer's permitted use of the Quicket Solutions Software and Services under this Agreement.

6.2 To the extent that any Quicket-owned Professional Services Deliverables are delivered to Customer by Quicket in source code format then Quicket hereby grants to Customer a limited license to copy and to modify such source code, and to compile such source code into object code, but solely in connection with, and only to the extent necessary for, Customer's maintenance and support of the Quicket-owned Professional Services Deliverables hereunder and for no other purpose. The license grant in this Section 6.2 is subject to any limitations set forth in Section 6.1 above.

6.3 Quicket retains ownership of all information, Software and other property owned by it prior to this Agreement or which it develops independently of this Agreement. Unless otherwise agreed by the parties in an applicable SOW, Quicket retains ownership of all Professional Services Deliverables. All such information shall be treated as Quicket's confidential information in accordance with Section 8.1 of the Agreement. Quicket may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its software, provided the same does not incorporate or include any Customer Data, Customer Material, or Customer's Confidential Information. Quicket will have sole discretion as to whether and how to implement any such Suggestions into the Software.

6.4 **Customer Ownership.**

(a) Customer retains ownership of all information, systems, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement, including without limitation all Customer Material and Customer Confidential Information ("Customer Independent IP"). The parties acknowledge and agree that Quicket shall not modify, adapt or create derivative works of the Customer Independent IP under this Agreement, and if any such work product is anticipated, the parties shall enter into a mutually agreed upon amendment to this Agreement to contemplate such work, which will reflect that Customer shall own such work product.

(b) Quicket hereby grants to Customer and its Affiliates a non-exclusive, non-transferrable, worldwide license to use and implement any ideas, modifications, or suggestions it proposes, creates, or authors relating to the Customer Independent IP. Customer will have sole discretion as to whether and how to implement any such ideas, modifications, or suggestions into the Customer Independent IP.

7. STAFFING. Quicket shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Professional Services personnel. In addition, Quicket may, at Quicket's sole responsibility, retain one or more sub-contractors to provide all or a portion of the Professional Services subject to prior written notice to Customer and provided Quicket remains solely responsible for the same as contemplated by Section 5 of the MSSA to which this Appendix 3 is attached. Customer shall have the sole discretion to deny the use of a particular subcontractor. Customer shall provide at least one mutually acceptable contact person to communicate all product development-related activities, and matters concerning the Professional Services, to Quicket. Notwithstanding any provision of this Appendix or any Addenda, SOW or Schedule to which this Appendix is attached or relates, Quicket represents and warrants that all Quicket employees and all subcontractors providing Professional Services (or other services) pursuant to this Agreement will meet all requirements established by applicable law pertaining to citizenship, U.S. residency or other applicable criteria, including requisite background checks and meet any and all personnel requirements agreed to between the Parties.

Appendix 4

Leased Equipment Addendum

1. Lease: Quicket Solutions, Inc. ("Quicket") is providing Customer certain Equipment, as defined in the MSSA, and as set forth in a purchase order, SOW or other ordering document entered into by the parties in connection with the Agreement. This Leased Equipment Addendum applies to the delivery, possession and maintenance of the Equipment. Customer agrees that all such Equipment is leased from Quicket and that Quicket is the owner of the Equipment. This Equipment Lease Addendum commences on the date the Equipment is delivered to Customer, and all lease payments are included in the total fees set forth on the purchase order or other ordering document.

2. Equipment Use, Maintenance and Warranties: (a) Quicket leases the Equipment to Customer "AS IS" AND, EXCEPT AS OTHERWISE STATED HEREIN, MAKES NO WARRANTIES, EXPRESSOR IMPLIED WITH REGARD TO THE EQUIPMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the disclaimers set forth in the immediately preceding sentence, Quicket specifically warrants that the Equipment is fit for use with the Quicket Solutions Software and Services, as defined in the Agreement. Quicket will hold for the benefit of, or transfer to, Customer, at Customer's option, any manufacturer warranties included with any such Equipment. Unless otherwise specified in the Agreement, the SOW or other ordering document, Customer is required to keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty.

(b) During the Term, Quicket will be responsible for maintenance and/or service of the Equipment in accordance with the following:

(i) In the event Quicket holds the warranty on any Equipment, then in the event of a claim under the applicable Manufacturer's warranty, Customer shall return the Equipment to Quicket, in the manner as Quicket may reasonably direct, with a written description of the damage, malfunction or other problem experienced with the Equipment;

(ii) For any Equipment which is no longer covered by the manufacturer's warranty, then Quicket agrees that Quicket will be responsible for maintenance and service of such Equipment until Quicket and Customer determine to remove such Equipment from Service or the MSSA expires or is otherwise terminated, subject to the exceptions set forth in subparagraph (iv) below;

(iii) In the event that any Equipment malfunctions, is (A) damaged or destroyed, whether or not covered by the manufacturer's warranty at the time of such malfunction, damage or destruction (i.e., such malfunction, damage or destruction is caused by other than routine wear and tear) and (B) the repair or replacement of such Equipment is not or would not be covered under the applicable

manufacturer's warranty, then Customer shall be responsible for the cost of repair or replacement of such Equipment;

(iv) In the event Customer holds the warranty on any Equipment, then Customer shall be responsible for contacting the manufacturer for any warranty matters.

(c) In the event any Equipment malfunctions, is damaged, lost or destroyed during the Term, then Customer shall promptly notify Quicket in writing of such malfunction, damage, loss or destruction. In the event Quicket directs Customer to deliver or make available to Quicket, such malfunctioning, damaged or destroyed Equipment, then upon receipt of the Equipment, Quicket shall (i) determine if Quicket is able to remedy the malfunction or repair the Equipment; or (ii) send the Equipment to the manufacturer pursuant to the applicable warranty and (iii) within two (2) business days of receipt of Customer's notice provide a similar make and model of Equipment (or suitable substitute with comparable functionality) for use by Customer until the Equipment is repaired and returned to Customer or a determination is made that the malfunction, damage or other problem is either not covered by (I) the applicable manufacturer's warranty (for example, the damage is caused by abuse or neglect) or (II) Quicket's maintenance and repair obligation under Section 2(b) (ii) above. If the malfunction, damage or other problem is not covered by either the applicable manufacturer's warranty or Quicket's maintenance and repair obligation, and the manufacturer provides an estimate of the cost of repair, Quicket shall refer such estimate to Customer, and Customer shall determine whether to repair or replace the Equipment, at Customer's option and sole expense. Upon repair or replacement, Quicket and Customer shall exchange the original (or replacement) Equipment and the Quicket loaned item.

(d) Customer agrees that any warranty claims or other requests for maintenance or service under this Section 2 will not impact its obligation to pay all amounts under the Agreement when due, provided that Quicket provides the replacement Equipment in accordance with Section 2(c) above.

(e) Customer acknowledges that Quicket is not the agent of or for the Equipment manufacturer for any purposes under the Agreement.

(f) Customer acknowledges and agrees that it is responsible for all Equipment in its possession, and it has or will adopt (and enforce) reasonable security policies to protect Customer's property generally, which for purposes of the Agreement shall also include the Equipment. Notwithstanding any provision of this Schedule or the Agreement to the contrary, Quicket shall use commercially reasonable and technologically feasible means to locate or track any lost or stolen Equipment (such as by use of embedded GPS devices or applications). In the event of lost or stolen Equipment, Quicket shall provide, within two (2) business days of Customer's notice of the loss or theft, a similar make and model of Equipment (or suitable

substitute with comparable functionality) for use by Customer until the lost or stolen Equipment is recovered or determined to be unrecoverable. If the Equipment is recovered, Customer shall return the loaned Equipment to Quicket. In the event the Equipment is not recoverable, Customer shall reimburse Quicket its actual cost to replace the Equipment (i.e., at Quicket's purchase price from the distributor). In the event Customer elects to eliminate the lost or stolen Equipment from the Agreement, then Customer shall pay to Quicket the value of the lost or stolen Equipment determined by applying straight-line depreciation of a four (4) year economic life of the Equipment to Quicket's cost of purchase plus a twenty-five percent (25%) mark-up (i.e., Quicket's cost from its distributor plus overhead and profit).

3. Assignment: The Parties agree not to transfer, sell, sublease, assign, pledge, relocate, move or encumber either the Equipment or any rights under this Leased Equipment Addendum without the other party's prior written consent.

Appendix 5

Service Level Agreement Addendum

Availability: Quicket warrants the Quicket Solutions Software and Services will generally be available 99% of the time, except as provided below. General availability will be calculated per calendar quarter, using the following formula:

$$\left[\frac{(\text{total} - \text{nonexcluded} - \text{excluded})}{\text{total} - \text{excluded}} * 100 \right] \geq 99\%$$

Where:

- “total” means the total number of minutes for the quarter
- “nonexcluded” means downtime that is not “excluded”, as defined in the next bullet
- “excluded” means the following:
 - Any planned downtime of which Quicket gives 8 hours or more notice. Quicket will use commercially reasonable efforts to schedule all planned downtime during the weekend hours from 6:00 P.M. Friday, Central Time, through 6:00 A.M. Monday, Central Time.
 - Any period of unavailability lasting less than 15 minutes.
 - Any unavailability caused by circumstances beyond Quicket’s reasonable control, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Quicket employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Quicket’s possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar quarter during which Customer subscribes to the Quicket Solutions Software and Services, general availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed. In addition, unavailability for some specific features or functions within the Quicket Solutions Software and Services, while others remain available, will not constitute unavailability of the Quicket Solutions Software and Services, so long as the unavailable features or functions are not, in the aggregate, material to the Quicket Solutions Software and Services as a whole.

Penalties: Should the Quicket Solutions Software and Services availability fall below the 99% general availability level for any calendar quarter, and this downtime significantly affected customers ability to use the system, Customer may continue to use the Quicket Solutions Software and Services but will receive credit for one half day of its Quicket subscription, in that quarter, for each two hours of general Quicket Solutions Software and Services unavailability below 99%. Any such credit shall be applied to Customer’s next invoice (or refunded if Customer’s subscription to the Quicket Solutions Software and Services expires or terminates prior to receipt of such credit and Customer owes no further charges to Quicket).

The penalties specified in this “Penalties” section shall be the sole remedies available to Customer for breach of this SLA Addendum.

Reporting and Claims: To file a claim under this SLA Addendum, Customer must send an email to support@quicketsolutions.com with the following details:

- Billing information, including client name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under this SLA Addendum, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 10 business days after the end of the affected quarter, except for periods at the end of a subscription agreement not coincident with the end of a calendar quarter, in which case Customer must make any claim within 10 business days after the end of its subscription agreement.

All claims will be verified against Quicket’s system records. Should any periods of downtime submitted by Customer be disputed, Quicket will provide to Customer a record of Quicket Solutions Software and Services availability for the period in question. Quicket will only provide records of system availability in response to good faith Customer claims.

General: Any obligations of Quicket under this SLA Addendum shall become null and void upon any breach by Customer of its Quicket subscription agreement, including any failure by Customer to meet payment obligations to Quicket.

APPENDIX 6
ADDITIONAL TERMS AND CONDITIONS
ADDENDUM
TO
MASTER SOFTWARE AND SERVICE AGREEMENT

This Addendum to the Quicket Solutions, Inc. Master Software and Service Agreement (“Addendum”) is made by and between the Village of Lemont (“Lemont”), and Quicket Solutions, Inc., a Delaware Corporation (“Quicket”); and this Addendum is an integral part of the Quicket Solutions, Inc. Master Software and Service Agreement (“MSSA”) entered into by the Parties substantially contemporaneously with this Addendum, as if this Addendum is fully set forth in the MSSA. Lemont and Quicket are collectively, the “Parties” and individually a “Party”. Terms used but not otherwise defined in this Addendum shall have the meaning set forth in the MSSA.

These Additional Terms and Conditions shall be applicable to and incorporated in each such Appendix, Schedule or Exhibit comprising the Agreement; and in the event of any conflict between the terms and conditions of this Addendum and the MSSA, or any Appendix, Schedule, or exhibit attached to the MSSA, or the Statement of Work, then this Addendum shall control.

BACKGROUND

WHEREAS, Quicket is engaged in developing and providing electronic citation and ticketing solutions intended to be used by various governmental entities, such as police departments and courts, to reduce dramatically the information technology infrastructure acquisition and maintenance expenses currently necessary to implement and maintain an electronic or digital citation system; and,

WHEREAS, LEMONT is a Village responsible for and in carrying out the enforcement of Village and State laws through its Police Department and is interested in working with Quicket and help establish, test, purchase and use new law enforcement capabilities utilizing technological advances in the field by and through its officers.

ARTICLE I – DEFINITIONS

The following terms shall have the indicated meaning for all purposes of this Addendum; other capitalized terms used, but not otherwise defined below, shall have the meanings ascribed to such terms in the MSSA.

“Development Program” means the efforts of the Parties, as memorialized in the Development Agreement between the Parties, dated March 24, 2014, and which Development Program assisted in Quicket’s development of the Quicket Solutions Software and Services.

“Existing Information” means information of a Party, including data, relating to the Development Program that existed prior to the Development Program or was generated, developed, created, or otherwise comes into existence during the Development Program but not specifically in connection with activities conducted pursuant to this Development Program.

“Patent Rights” means rights in patents and patent applications on inventions relevant to and useful in the work done pursuant to the Development Program that were conceived prior to the Effective Date or were conceived, invented or developed as a result of work not specifically associated with the Development Program.

“Intellectual Property” means technology, ideas, processes, methodologies, innovations, inventions, discoveries, works of authorship, data, know-how, trade secrets, and software and firmware, including source code and object code.

“Intellectual Property Rights” means (i) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part,

reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/continuation, and certificates of invention and like statutory rights; (ii) copyrights, trademarks (including service marks), trade names, logos, domain names, industrial designs; (iii) rights relating to innovations, know-how, trade secrets, know-how of confidential, technical, and non-technical information; (iv) moral rights, mask work rights, author’s rights, and rights of publicity; and (v) other industrial, proprietary and Intellectual Property related rights anywhere in the world, that exist as of the date of the Development Agreement or thereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

“Proprietary Information” means (a) all information of a confidential or proprietary nature disclosed by Quicket to Lemont, or by Lemont to Quicket, in the course of the Parties’ business relationship that (i) if disclosed in writing or in some other tangible form, is marked at the time of disclosure as being “confidential” or “proprietary” or with words of similar import, (ii) if disclosed orally or by inspection, is identified at the time of disclosure as confidential and is summarized in a written communication transmitted to the receiving party within 30 days after the disclosure with enough specificity for identification purposes; or (iii) notwithstanding (i) or (ii), relates to Lemont’s confidential information as provided by law; (b) all Project Information; (c) all Quicket Intellectual Property; and (d) all Lemont Intellectual Property.

“Technical Information” means information including data such as technical and engineering data, compositions of matter, and articles, relating to the Development Program which either Party owns (including Background Information) or hereafter develops

and is lawfully free to disclose to the other Party without obligation to third parties, and considers necessary in furtherance of the Development Program. The initial Technical Information to be delivered is described in Exhibit 1.

ARTICLE II – QUICKET PERSONNEL REQUIREMENTS

2.1 The parties acknowledge and agree that all Quicket agents, employees, representatives, or personnel who will be completing any work under the Agreement must submit to a finger-print background check, and any criminal convictions will result in the ineligibility of the individual Quicket agent, employee, representative, or personnel from continuing work under the Agreement, except and unless any such individual is certified for access to LEADS by the LEADS Administrator and proof of certification is provided to Lemont.

ARTICLE III – INTELLECTUAL PROPERTY AND INFORMATION

3.1 Ownership of IP and Grants of Licenses. Ownership of Patent Rights and Existing Information shall be unaffected by this Addendum or the actions of the Parties pursuant to this Addendum. Quicket owns and shall continue to own all right, title, and interest in and to Quicket Existing Patent Rights and Quicket Existing Information. Lemont owns and shall continue to own all right, title, and interest in and to Lemont Existing Patent Rights and Lemont Existing Information.

3.2 Ownership of Information and Project IP. Ownership of information, including IP, created, generated or developed in performance of the Development Agreement by and between the Village of Lemont and Quicket Solutions, Inc., with an effective date of March 24, 2014, shall be governed by the terms by the previously executed Development Agreement.

ARTICLE IV – PROTECTION OF INFORMATION

4.1 Treatment of Proprietary Information. Each Party shall (i) use the Proprietary Information of the other only in accordance with the exercise of rights set forth in the MSSA and this Addendum and not for any other purpose, (ii) not disclose Proprietary Information of the other to any third party; (iii) restrict disclosure of Proprietary Information of the other to only those employees, agents, potential investors, consultants or affiliates of such Party who must be directly involved with the Proprietary Information of the other Party for the purposes of, and only to the extent required to perform, the MSSA and this Addendum and who are bound by confidentiality terms substantially similar to those in this Addendum; (iv) not reverse engineer, de-compile or disassemble any Proprietary Information of the other; (v) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Proprietary Information of the other; and (vi) promptly notify the other Party upon discovery of any unauthorized use or disclosure of the Proprietary Information of the other Party and take reasonable steps to regain possession of such Proprietary Information and prevent further unauthorized actions or breach of the MSSA and this Addendum.

4.2 Confidentiality. Neither Party may disclose the existence of this Addendum or the terms of this Addendum. Any reports, materials or other documents submitted in accordance with the terms of this Addendum will be maintained

in confidence as Proprietary Information and the Parties will not now nor hereafter disclose any part thereof to any third party except as provided in Section 4.4 or as follows:

- (a) with the prior written consent of the other Party; or
- (b) to auditors, accountants, or legal counsel representing either Party; provided that, to the extent permissible by law, such disclosing Party imposes substantially equivalent confidentiality obligations on the recipient in writing prior to such disclosure; or
- (c) as required by law, including the Illinois Freedom of Information Act.

4.3 Exceptions to Confidentiality Obligations. Neither Party is obligated to maintain in confidence or restrict use of Proprietary Information of the other Party that is:

- (a) Published or otherwise made available to the public other than by a breach of any agreement between the Parties, or
- (b) Shown to be rightfully received by one Party from a third party without an obligation of confidentiality to the other Party, or
- (c) Shown to be known to the receiving Party prior to its first receipt of the same from the disclosing Party, or
- (d) Shown to be independently developed by the receiving Party without use of or reference to any of the disclosing Party's Proprietary Information or any breach of the MSSA and this Addendum.
- (e) Or as otherwise required by law, including the Illinois Freedom of Information Act.

4.4 Permitted Disclosures.

- (a) Freedom of Information Act. Quicket agrees to furnish all documentation related to the MSSA and this Addendum and any documentation related to Lemont required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Lemont issues notice of such request to Quicket. Quicket agrees to defend, indemnify and hold harmless Lemont, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for Lemont to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Quicket's, actual or alleged violation of the FOIA or Quicket's failure to furnish all documentation related to a request within five (5) days after Lemont issues notice of a request. Furthermore, should Quicket request that Lemont utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Quicket agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney

General or a court of competent jurisdiction. Quicket agrees to defend, indemnify and hold harmless Lemont, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Quicket's request to utilize a lawful exemption to Lemont.

- (b) Non-FOIA disclosures. If a Party is required by applicable law, statute, or regulation, subpoena, or court order, other than those arising under or related to FOIA requests as provided in 4.3(a), to disclose any Proprietary Information belonging to the other party, the Party seeking to disclose the information will give to the other party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the party seeking to disclose Proprietary Information belonging to the other party determines, that it is required to disclose such information, it may disclose the other Party's Proprietary Information only to the extent compelled to do so.
- (c) A Party disclosing Proprietary Information in accordance with this Section acknowledges that such disclosure does not alone invoke any exceptions set forth above in Section 4.3, and such Party agrees to otherwise maintain the confidentiality of the Proprietary Information after such disclosure.

ARTICLE V – TERMINATION AND ASSIGNMENT

5.1 Suspension and Termination

- (a) Suspension of Work. Lemont may, at any time, by written notice to Quicket require that Quicket stop any work being completed under agreement between the Parties, whether under the MSSA, SOW, or any other appendixes or addendum thereto. Upon receipt of such a notice, Quicket shall immediately comply with its terms and incur no additional costs. Quicket shall, upon receipt of notice of suspension, identify in writing all work that shall be completed prior to suspension of the work, including all work associated with suspension that shall be performed. With respect to work so identified by Quicket and approved by Lemont, Lemont will pay for the necessary and reasonable costs associated with that work. Quicket shall not be entitled to any claim for lost profits due to the suspension of the work by Lemont.
- (b) Termination of MSSA for Bankruptcy or Insolvency. The MSSA, including the SOW, this Addendum, and any and all appendixes or other addendum thereto, may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.
- (c) Material Breach. If either party fails to perform or observe any material warranty, representation, term or condition of the Agreement, including non-payment of

charges, and such failure continues unremedied for 15 days after receipt of notice, the aggrieved party may terminate the affected service components and, if the breach materially and adversely affects the Agreement, terminate the Agreement in whole or in part, at the non-breaching party's sole discretion.

- (d) Termination or suspension by either party does not waive any other rights or remedies a party may have under the Agreement and will not affect the rights and obligations of the parties.
- (e) Termination by Lemont. Lemont may, at any time for any reason, terminate the Agreement, in whole or in part, for any reason upon thirty (30) days notice to Quicket stating the same. Upon receipt of such a notice, Quicket shall immediately comply with its terms and incur no additional costs. Quicket shall, upon receipt of notice of termination, identify in writing all work that has been completed prior to termination, including all work associated with termination that shall be performed. With respect to work so identified by Quicket and approved by Lemont, Lemont will pay for the necessary and reasonable costs associated with that work. Quicket shall not be entitled to any claim for lost profits due to the termination.

5.2 Assignment. The Agreement and any rights or Licenses granted therein or herein are personal to each Party and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld for any reason.

ARTICLE VI – WARRANTY AND LIABILITY

6.1 Intellectual Property Warranty and Indemnification:

- (a) Quicket warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any technology, process, system, or Professional Services Deliverable that will be provided to Lemont during the performance of the Agreement and that any License(s) granted to Lemont shall not violate or infringe upon the Intellectual Property rights of any third party.
- (b) Quicket agrees to indemnify and hold harmless Lemont, its officials, agents and employees against all injuries, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against Lemont, its officials, agents and employees, in whole or in part, because of Quicket's failure to obtain any necessary license or authorization to use any technology and any deliverables provided under the MSSA or this Addendum (each an "Infringement Claim"); provided, however:
 - (i) That if an Infringement Claim occurs, or in Quicket's opinion is likely to occur, Quicket may at its option and expense: (a) procure for

Lemont the right to continue using the Solution(s); (b) replace or modify the Solution(s) so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Solution(s) and provide a refund of all unearned, prepaid Quicket Solutions Software and Services Fees; and

- (ii) Quicket will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Solution(s) with any software, apparatus or device not furnished by Quicket; (b) the use of ancillary equipment or software not furnished by Quicket and that is attached to or used in connection with the Solution(s); (c) a modification of the Solution(s) by a party other than Quicket; (d) use of the Solution(s) in a manner for which the Solution(s) was not designed or that is inconsistent with the terms of this Agreement; or (e) the failure by Lemont to install an enhancement release to the Quicket Software that is intended to correct the claimed infringement. In no event will Quicket's liability resulting from its indemnity obligation to Lemont extend in any way to royalties payable on a per use basis or the Lemont's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Quicket from Lemont from sales or license of the infringing Solution(s).

6.2 General Indemnity. With respect to any claims other than an Infringement Claim as described in Section 6.1 above, Quicket shall indemnify and hold harmless Lemont, and its employees and agents ("Indemnitees"), from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from Quicket's acts or omissions, to the extent that such claim, damage, loss or expense is attributable to bodily injury or death, or to injury to or destruction of property and caused by the willful or reckless acts or omissions of Quicket or anyone employed by Quicket. This Section shall not apply to claims alleging a violation of a third party's intellectual property rights.

6.3 Compliance with Laws. Quicket shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the work completed pursuant to the MSSA and this Addendum, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental

Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lemont. Quicket shall also comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into this Agreement by reference and set forth in full.

- (a) All Quicket employees, contractors, and personnel agree to be subject to all Lemont identity theft policies, regulations, or programs developed pursuant to law.

6.5 Interference with Public Contracting. Quicket certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

6.6 Sexual Harassment Policy: 775 ILCS 5/2-105(A)(4). Quicket certifies hereby that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

ARTICLE VII. INSURANCE

7.1 General Liability Insurance. Quicket shall procure and maintain, for the duration of the MSSA and this Addendum, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Quicket, its agents, representatives, employees or subcontractors.

7.2 Minimum Scope of Insurance: Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with Lemont named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
- (b) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- (c) Technology Services Insurance, with Data Security and Breach coverage, Patent Infringement Claims coverage, with Lemont named as additional insured on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

7.3 Minimum Limits of Insurance: Quicket shall maintain limits no less than:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (b) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits

and Employers' Liability limits of \$500,000 per accident.

- (c) Technology Services Insurance: \$1,000,000 aggregate.

7.4 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by Lemont, which approval shall not be unreasonably withheld. Quicket shall reduce or eliminate such deductibles or self-insured retentions to not more than \$5000, for Lemont, its officials, agents, employees and volunteers.

7.5 Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- (a) **General Liability:** Lemont, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Quicket; products and completed operations of Quicket; premises owned, leased or used by Quicket; or automobiles owned, leased, hired or borrowed by Quicket. The coverage shall contain no special limitations on the scope of protection afforded to Lemont, its officials, agents, employees and volunteers.
- (b) Quicket's insurance coverage shall be primary as respects Lemont, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by Lemont, its officials, agents, employees and volunteers shall be excess of Quicket's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Lemont, its officials, agents, employees and volunteers.
- (d) Quicket's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Quicket's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) Quicket shall be required to name Lemont, its officials, employees, agents and volunteers as additional insureds.
- (g) Quicket hereby agrees to waive any limitation as to the amount of contribution recoverable against them by Lemont. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

ARTICLE VIII. GENERAL

8.1 Amendments and Waivers. No modifications of the MSSA or this Addendum or waiver of any of its terms will be effective unless set forth in a writing signed by the parties. Failure by any party to require the other to perform any of the terms of

the MSSA or this Addendum, or waiver by any party of any breach of the MSSA or this Addendum by the other shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.

8.2 Severability. Each provision of the MSSA or this Addendum shall be valid and enforced to the fullest extent permitted by law. The invalidity or unenforceability of any provision of the MSSA or this Addendum shall not affect the validity or enforceability of any other provision.

8.3 Notices. Any notice which either Party may be required or permitted to give the other Party shall be in writing and may be delivered personally, by electronic mail, or by mail, postage prepaid, addressed as provided below, or to such other address as a Party, by notice to the other Party, may designate in writing from time to time. Each Party consents to electronic delivery of any notices that may be made hereunder.

If to Quicket:

Christiaan Burner, Chief Executive Officer, Quicket Solutions, Inc., 60 Hazelwood Dr. STE 230B
Champaign, IL 61820; electronic
mail: cburner@quicketsolutions.com

If to Lemont:

George J. Schafer, Village Administrator
418 Main St.
Lemont, IL 60439
electronic mail: gschafer@lemont.il.us

With a copy to:

Jeffrey M. Stein, Village Attorney
Tressler LLP
233 S. Wacker Drive, 22nd Floor
Chicago, IL 60606
electronic mail: jstein@tresslerllp.com

8.4 Governing Law. The MSSA and this Addendum shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its, or any other State's, choice of law principles.

8.5 Headings and Captions. Article and Section headings and captions contained in the MSSA or this Addendum are for convenience only and will not affect the meaning or interpretation of this Agreement.

8.6 Relationship of the Parties. The Parties are independent contractors. Nothing in the MSSA or this Addendum will be construed to create any partnership, joint venture, or similar relationship. Neither Party is authorized to bind the other to any obligations with third parties. Neither Party will represent to the contrary, either expressly, implicitly by appearance or otherwise.

8.7 Counterparts. The MSSA and this Addendum may be executed in two or more original counterparts, all of which together will constitute one agreement, and facsimile signatures will have the same effect as original signatures.

Resolution No. R - - 15

**A Resolution Approving Stipulation and Agreement
(2007 Tax Objections)**

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

SECTION ONE: The Stipulation and Agreement in *1400 Wolf Road, LLC, ET AL., Plaintiffs v. Maria Pappas*, Defendant with the Village of Lemont, Taxing District in the matter pending before the Circuit Court of Cook County — County Division, Objection No. 09-COTO-6092 pertaining to 2007 tax objections, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Village Attorney, Jeffrey M. Stein, is authorized to execute the Stipulation and Agreement and to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this ____ day of _____, 2015.

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

Resolution No. O - - 15

**A Resolution Approving Stipulation and Agreement
(2008 Tax Objections)**

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

SECTION ONE: The Stipulation and Agreement in *Holiday Retirement Corp., ET AL., Plaintiffs v. Maria Pappas, Defendant* with the Village of Lemont, Taxing District in the matter pending before the Circuit Court of Cook County — County Division, Objection No. 10-COTO-6367 pertaining to 2008 tax objections, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Village Attorney, Jeffrey M. Stein, is authorized to execute the Stipulation and Agreement and to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this ____ day of _____, 2015.

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