

# *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**

**February 24, 2014 – 6:30 PM**  
**Village Hall – 418 Main Street**

### **AGENDA**

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. CONSENT AGENDA (RC)**
  - A. APPROVAL OF MINUTES**
    - 1. FEBRUARY 10, 2014 VILLAGE BOARD MEETING MINUTES**
    - 2. FEBRUARY 10, 2014 COMMITTEE OF THE WHOLE MEETING MINUTES**
  - B. APPROVAL OF DISBURSEMENTS**
  - C. APPOINTMENT OF CHRISTINA SMITH AS VILLAGE TREASURER**
  - D. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING THE NUMBER OF CLASS C-1 LIQUOR LICENSES – TARGET STORE T-1213)**
  - E. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING THE NUMBER OF CLASS C-1 LIQUOR LICENSES – G7 OIL CORPORATION D/B/A BP)**
  - F. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING THE NUMBER OF CLASS A-3 LIQUOR LICENSES – GELSOSOMO'S PIZZA)**
- IV. MAYOR'S REPORT**
  - A. PROCLAMATION – LHS CHEERLEADERS STATE CHAMPIONSHIP (VV)**
  - B. AUDIENCE PARTICIPATION**

**V. CLERK'S REPORT**

**A. CORRESPONDENCE**

**B. RESOLUTIONS**

- 1. RESOLUTION APPROVING AGREEMENTS FOR LEASE-PURCHASE AND  
MAINTENANCE OF COPY EQUIPMENT  
(ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFER/SMITH)**

**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 (RC)**

**XIII. ACTION ON CLOSED SESSION ITEM**

**XIV. MOTION TO ADJOURN (RC)**

**Minutes**  
**VILLAGE BOARD MEETING**  
**February 10, 2014**

The regular meeting of the Lemont Village Board was held on Monday, February 10, 2014, at 7:00 p.m., presided by Mayor Brian Reaves.

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

Roll call: Sniegowski, Stapleton, Virgilio, Chialdikas, Miklos; present. Blatzer absent.

**III. CONSENT AGENDA**

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

**A. Approval of Minutes**

1. January 27, 2014 Village Board Meeting Minutes
2. January 27, 2014 Committee of the Whole Meeting Minutes

**B. Approval of Disbursements**

Roll Call: Sniegowski, Stapleton, Virgilio, Chialdikas, Miklos; present. Blatzer absent.

**IV. MAYOR'S REPORT**

- A. The State of the Village Address will be held March 5 at Crystal Grand Banquets at 11:00 a.m. Contact the Chamber of Commerce.
- B. Polish Heritage Days will take place this Sunday at St. Cyril's in which Trustee Miklos will attend.
- C. The Lithuanian Independence Day celebration will also occur this Sunday at the Lithuanian Center and Trustee Chialdikas will attend.
- D. We have secured more salt. Commended the Police Department who are the first ones out on the streets and notify PW of road conditions. Also commended the Public Works Department for the great job they've done with the snow removal this winter. They were also dealing with water main breaks. Some water mains are scheduled to be redone as part of the capitol budget this year. Trustee Miklos asked the residents to make sure the snow around fire hydrants in your yards is cleared away.
- E. Sports Complex Update – Legal is reviewing answers to questions from the last meeting and we will post tomorrow. An architectural firm has been meeting with an outside environmental group that works with MWRD.
- F. Video Gaming amount played in the month of January for Lemont, Lockport and Homer Glen was given.

- G. State legislation is taking place. There are about 9000 new pieces to go to committees. If we are not watching these items, they put through things that could affect us. So, we need to be watching for these and work with state and local legislators when we something that is not favorable to us.

(Trustee Blatzer arrived at 7:07 PM)

#### H. AUDIENCE PARTICIPATION

1. Rick Lighthart – Referred to the Chicago Tribune article. Said the Let Us Vote group received calls from people around the nation. He believes the Board is going down the wrong path. It's not going to make it and he encouraged the Board to pull back.
2. Janet Hughes – Is giving a letter to the Board which she read (attached). She said the project should be dropped and no more money should be spent on the study.
3. Kevin Cliff – Asked if the field had to be cleared regardless of what happens with the sports complex being built. (Mayor Reaves replied, no.) He asked what are the advantages to tax payers if we go to a private investor instead of bonds being issued. Asked if after spending \$21M on the property, what if MWRD wants to terminate the contract. (Attorney Stein explained that one year ago the agreement we had with MWRD stated there could be no corporation use for the next 49 years that it was recreational use only. MWRD assured us the property would not be used.) Referred to information in a foia request document that said, if private owners, property interest may bar lease from happening; if that has anything to do with how it is financed. Referred to past referendums on ballots and said he does not see why there is a resistance to have one.
4. Rick Lighthart – Asked if the Board was going ahead with the project. (Mayor Reaves responded that everything we worked on with MWRD has changed; their people have changed and their requirements have changed. If what MWRD is requiring us to now do, if the cost and numbers don't make sense to us along with other costs that have gone up, we have to be convinced. Right now it is 50/50. We will be transparent and it will be treated as a business decision.
5. Janet Hughes – Asked, since we are being transparent, can we put FOIA responses online. (Administrator Schafer replied that he was going to announce our new online foia center implementation and that new request will be available in the center.)

#### V. CLERK'S REPORT

##### A. CORRESPONDENCE

##### B. Ordinances

1. **Ordinance O-10-14** Amending Title 17 of the Lemont Municipal Code, the Lemont Unified Development Ordinance of 2008 (UDO Amendments). Motion by Blatzer, seconded by Miklos, to adopt said ordinance. Roll call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; 6 ayes. Motion passed.
2. **Ordinance O-11-14** Restricting Parking Along IL-171 Within the Village of Lemont. Motion by Virgilio, seconded by Blatzer, to adopt said ordinance.

Motion was made to combine the adoption of Ordinance O-11-14, O-12-14, O-13-14 and R-7-14 together by Chialdikas, seconded by Miklos. VV; 6 ayes.

-Ordinance O-12-14 Prohibiting the Discharge of Sanitary and Industrial Waste into any Storm Sewer or Drainage Facility Constructed as a Part of the IL-171 Improvement.

-Ordinance O-13-14 Prohibiting Encroachments Within the State of Illinois Right-of-Way Along IL-171.

-Resolution R-7-14 Approving Agreement for Participation for Illinois Route 171.

Motion by Stapleton, seconded by Chialdikas to adopt said ordinances and resolution.

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

**VI. VILLAGE ATTORNEY REPORT**

- A. An Executive Session will be held after the Board Meeting

**VII. VILLAGE ADMINISTRATOR REPORT**

- A. At the March 10 Village Board Meeting we will be going through the budget process.
- B. As mentioned previously, our Online FOIA Center is up on the Village website and FOIA requests should be for a specific document.
- C. The Online Utility Bill Payment Center is also up on the website.

**VIII. BOARD REPORTS**

**IX. STAFF REPORTS**

- A. Mayor Reaves mentioned that there is a Hardees going in where Wendy's was.
- B. **Public Works** – We are in conservation mode with the salt. We identify dangerous roads and don't salt flat streets. The salt prices have tripled. Odd/Even alert notifications will be sent out via Nixle. You can sign up to receive alerts at Nixle.com. Trustee Blatzer mentioned that the salt is not effective when the temperature drops below 15 degrees.

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**XII. MOTION FOR EXECUTIVE SESSION**

Motion by Stapleton, seconded by Blatzer, to move into Executive Session(s) for the purpose of discussing Personnel and Collective Bargaining. Roll Call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; 6 ayes. Motion passed.

**XIII. ACTION ON CLOSED SESSION ITEM**

**XIV. MOTION TO ADJOURN**

There being no further business, a motion was made by Sniegowski, seconded by Stapleton, to adjourn the meeting at 8:19 p.m. Voices vote 6 ayes. Motion passed.

February 10, 2014

The Honorable Mayor Reaves and the Lemont Village Board  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

Dear Mr. Mayor and Trustees of the Board:

January 28, 2013, Lemont Village Board approved Ordinance O-10-13 for the purpose of financing a Lemont Sports Complex. The following question and answer subsequently followed and appears on-line:

- **Q. Is the public able to reject the project?**  
A. If there is enough support against the project, yes.

In response to that "Ordinance," on February 27, 2013, more than double the signatures needed were submitted and accepted by Deputy Clerk Linda Molitor. Almost one year later, the Board repealed that "Ordinance." According to the Village website, "The petitions submitted are filed and stored in Village Hall." I find this answer unacceptable for it demonstrates disrespect to all who signed the petitions.

Pursuit of the Sports Complex continue now with the term "private financing" yet in the answer given to my recent Freedom of Information request, the identity of any private investor was not named.

Friday January 31, 2014, Chicago Tribune's front-page news reported: "They want vote but won't get it." Congratulations to our Village Board for the story. According to the article, "The Lemont Sports Complex is turning into a case study of how local officials can easily find ways around putting big projects to a vote before taking on big debts."

Lemont Mission Statements reads: "The Village of Lemont is dedicated to promoting and preserving the character of the community and ensuring a high quality of life through professional public service provided in a friendly, consistent, and fiscally responsible manner, emphasizing the best interest of the community as a whole."

This Board has failed to follow its own mission statement. The Lemont Sports Complex project should be immediately dropped. Tonight's meeting shows on page 33 of the proposed Capital Improvement Program the spending of \$150,000 for Sports Complex study updates. It is wrong, irresponsible, and un-American for this Board to spend one more penny of hard-earned taxpayer dollars on a project questioned by its people and bypassed by the voters. Again, this Board is putting our town at great risk of becoming financially insolvent.

In another FOIA response, the proposed Sports Complex financing outline dated December 9, 2013 shows two debt schedules—one with alternate source revenue bonds, the 2014 series, and another showing debt certificates.

*What exactly is the Village Board's plan now?*

On behalf of the *Let Us Vote* people of Lemont, I respectfully ask that an answer be given to this question in a timely fashion. Thank you in advance for your cooperation. I look forward to your response.

Sincerely yours,

A handwritten signature in cursive script that reads "Janet".

Janet Hughes  
1283 Abbey Oaks Drive  
Lemont, IL 60439

Attached: Proposed Sports Complex financing outline dated December 9, 2013

**Joann M. Pazen**

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**From:** Malito, Linda [lmalito@mesirowfinancial.com]  
**Sent:** Monday, December 09, 2013 3:21 PM  
**To:** George Schafer  
**Cc:** Jeffrey M. Stein; brian@integratedwarehouse.com  
**Subject:** RE: Preliminary  
**Attachments:** Summary Statistics for Tax Exempt Bonds 12-6-2013.pdf

**From:** Malito, Linda **On Behalf Of** Jacobson, Stephen  
**Sent:** Monday, December 09, 2013 2:54 PM  
**To:** gschafer@lemont.il.us  
**Cc:** 'Jeffrey Stein (jstein@tresslerllp.com)'; brian@integratedwarehouse.com  
**Subject:** Preliminary

Attached is a preliminary analysis you requested. At this point, we are simply trying to establish the rate differential between alternative structures.

Steve

Visit us on the Web at [mesirowfinancial.com](http://mesirowfinancial.com)

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Village of Lemont, Illinois

**Proposed Sports Complex - Summary Statistics for Tax-Exempt Financings**

	GENERAL OBLIGATION		DEBT CERTIFICATES			
	Aa2		Aa3		A1	
	BQ	NBQ	BQ	NBQ	BQ	NBQ
Dated Date	6/1/2014	6/1/2014	6/1/2014	6/1/2014	6/1/2014	6/1/2014
First Coupon	1/1/2015	1/1/2015	1/1/2015	1/1/2015	1/1/2015	1/1/2015
Cap Int Through	7/1/2015	7/1/2015	7/1/2015	7/1/2015	7/1/2015	7/1/2015
COI Estimate	1.80%	1.80%	1.80%	1.80%	1.80%	1.80%
Rev Coverage	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Final Maturity	1/1/2035	1/1/2037	1/1/2036	1/1/2038	1/1/2037	1/1/2039
WAM (years)	13.271	14.921	14.030	15.909	14.641	16.679
Duration (years)	9.999	10.383	10.217	10.660	10.371	10.834
Arbitrage Yield	4.07%	4.54%	4.43%	5.09%	4.66%	5.27%
TIC %	4.09%	4.74%	4.43%	5.09%	4.66%	5.31%
Total Interest (\$)	11,826,497	15,364,513	13,062,400	17,072,847	14,312,771	18,618,554

*Note: Based on market conditions as of 12/6/2013. Results are preliminary and subject to change.*

## NET DEBT SERVICE

Village of Lemont, Illinois  
Proposed General Obligation Bonds, Series 2014  
Preliminary Numbers as of 12/6/2013  
GO (Alt Rev Source) - Aa2 - BQ

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
01/01/2015	480,000	3.000%	481,096.88	961,096.88	481,096.88	480,000.00
01/01/2016	600,000	3.000%	810,337.50	1,410,337.50	405,168.75	1,005,168.75
01/01/2017	360,000	3.000%	792,337.50	1,152,337.50		1,152,337.50
01/01/2018	405,000	3.000%	781,537.50	1,186,537.50		1,186,537.50
01/01/2019	455,000	3.000%	769,387.50	1,224,387.50		1,224,387.50
01/01/2020	505,000	3.000%	755,737.50	1,260,737.50		1,260,737.50
01/01/2021	560,000	4.000%	740,587.50	1,300,587.50		1,300,587.50
01/01/2022	620,000	4.000%	718,187.50	1,338,187.50		1,338,187.50
01/01/2023	685,000	4.000%	693,387.50	1,378,387.50		1,378,387.50
01/01/2024	755,000	4.000%	665,987.50	1,420,987.50		1,420,987.50
01/01/2025	825,000	4.000%	635,787.50	1,460,787.50		1,460,787.50
01/01/2026	905,000	4.000%	602,787.50	1,507,787.50		1,507,787.50
01/01/2027	985,000	4.250%	566,587.50	1,551,587.50		1,551,587.50
01/01/2028	1,075,000	4.250%	524,725.00	1,599,725.00		1,599,725.00
01/01/2029	1,165,000	4.250%	479,037.50	1,644,037.50		1,644,037.50
01/01/2030	1,265,000	4.500%	429,525.00	1,694,525.00		1,694,525.00
01/01/2031	1,375,000	4.500%	372,600.00	1,747,600.00		1,747,600.00
01/01/2032	1,490,000	4.500%	310,725.00	1,800,725.00		1,800,725.00
01/01/2033	1,610,000	4.750%	243,675.00	1,853,675.00		1,853,675.00
01/01/2034	1,725,000	4.750%	167,200.00	1,892,200.00		1,892,200.00
01/01/2035	1,795,000	4.750%	85,262.50	1,880,262.50		1,880,262.50
	19,640,000		11,626,496.88	31,266,496.88	886,265.63	30,380,231.25

## NET DEBT SERVICE

Village of Lemont, Illinois  
Proposed General Obligation Bonds, Series 2014  
Preliminary Numbers as of 12/6/2013  
GO (Alt Rev Source) - Aa2 - NBQ

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
01/01/2015	480,000	4.000%	579,600.00	1,059,600.00	579,600	480,000.00
01/01/2016	520,000	4.000%	974,400.00	1,494,400.00	487,200	1,007,200.00
01/01/2017	200,000	4.000%	953,600.00	1,153,600.00		1,153,600.00
01/01/2018	245,000	4.000%	945,600.00	1,190,600.00		1,190,600.00
01/01/2019	290,000	5.000%	935,800.00	1,225,800.00		1,225,800.00
01/01/2020	340,000	5.000%	921,300.00	1,261,300.00		1,261,300.00
01/01/2021	395,000	5.000%	904,300.00	1,299,300.00		1,299,300.00
01/01/2022	455,000	5.000%	884,550.00	1,339,550.00		1,339,550.00
01/01/2023	515,000	5.000%	861,800.00	1,376,800.00		1,376,800.00
01/01/2024	585,000	5.000%	836,050.00	1,421,050.00		1,421,050.00
01/01/2025	655,000	5.000%	806,800.00	1,461,800.00		1,461,800.00
01/01/2026	730,000	5.000%	774,050.00	1,504,050.00		1,504,050.00
01/01/2027	815,000	5.000%	737,550.00	1,552,550.00		1,552,550.00
01/01/2028	900,000	5.000%	696,800.00	1,596,800.00		1,596,800.00
01/01/2029	995,000	5.000%	651,800.00	1,646,800.00		1,646,800.00
01/01/2030	1,095,000	5.000%	602,050.00	1,697,050.00		1,697,050.00
01/01/2031	1,200,000	5.000%	547,300.00	1,747,300.00		1,747,300.00
01/01/2032	1,310,000	5.250%	487,300.00	1,797,300.00		1,797,300.00
01/01/2033	1,435,000	5.250%	418,525.00	1,853,525.00		1,853,525.00
01/01/2034	1,545,000	5.250%	343,187.50	1,888,187.50		1,888,187.50
01/01/2035	1,665,000	5.500%	262,075.00	1,927,075.00		1,927,075.00
01/01/2036	1,835,000	5.500%	170,500.00	2,005,500.00		2,005,500.00
01/01/2037	1,265,000	5.500%	69,575.00	1,334,575.00		1,334,575.00
	19,470,000		15,364,512.50	34,834,512.50	1,066,800	33,767,712.50

## NET DEBT SERVICE

Village of Lemont, Illinois  
Proposed Debt Certificates, Series 2014  
Preliminary Numbers as of 12/6/2013  
Debt Certificates - Aa3 - BQ

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
01/01/2015	480,000	3.000%	514,412.50	994,412.50	514,412.50	480,000.00
01/01/2016	575,000	3.000%	867,450.00	1,442,450.00	433,725.00	1,008,725.00
01/01/2017	305,000	3.000%	850,200.00	1,155,200.00		1,155,200.00
01/01/2018	350,000	3.000%	841,050.00	1,191,050.00		1,191,050.00
01/01/2019	395,000	4.000%	830,550.00	1,225,550.00		1,225,550.00
01/01/2020	445,000	4.000%	814,750.00	1,259,750.00		1,259,750.00
01/01/2021	500,000	4.000%	796,950.00	1,296,950.00		1,296,950.00
01/01/2022	560,000	4.000%	776,950.00	1,336,950.00		1,336,950.00
01/01/2023	625,000	4.000%	754,550.00	1,379,550.00		1,379,550.00
01/01/2024	690,000	4.000%	729,550.00	1,419,550.00		1,419,550.00
01/01/2025	760,000	4.250%	701,950.00	1,461,950.00		1,461,950.00
01/01/2026	835,000	4.250%	669,650.00	1,504,650.00		1,504,650.00
01/01/2027	915,000	4.500%	634,162.50	1,549,162.50		1,549,162.50
01/01/2028	1,005,000	4.500%	592,987.50	1,597,987.50		1,597,987.50
01/01/2029	1,100,000	4.500%	547,762.50	1,647,762.50		1,647,762.50
01/01/2030	1,200,000	4.500%	498,262.50	1,698,262.50		1,698,262.50
01/01/2031	1,300,000	4.500%	444,262.50	1,744,262.50		1,744,262.50
01/01/2032	1,415,000	4.750%	385,762.50	1,800,762.50		1,800,762.50
01/01/2033	1,535,000	4.750%	318,550.00	1,853,550.00		1,853,550.00
01/01/2034	1,645,000	4.750%	245,637.50	1,890,637.50		1,890,637.50
01/01/2035	1,760,000	5.000%	167,500.00	1,927,500.00		1,927,500.00
01/01/2036	1,590,000	5.000%	79,500.00	1,669,500.00		1,669,500.00
	19,985,000		13,062,400.00	33,047,400.00	948,137.50	32,099,262.50

## NET DEBT SERVICE

Village of Lemont, Illinois  
Proposed Debt Certificates, Series 2014  
Preliminary Numbers as of 12/6/2013  
Debt Certificates - Aa3 - NBQ

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
01/01/2015	480,000	4.000%	605,084.38	1,085,084.38	605,084.38	480,000.00
01/01/2016	495,000	4.000%	1,018,087.50	1,513,087.50	509,043.75	1,004,043.75
01/01/2017	155,000	4.000%	998,287.50	1,153,287.50		1,153,287.50
01/01/2018	195,000	4.000%	992,087.50	1,187,087.50		1,187,087.50
01/01/2019	240,000	5.000%	984,287.50	1,224,287.50		1,224,287.50
01/01/2020	290,000	5.000%	972,287.50	1,262,287.50		1,262,287.50
01/01/2021	340,000	5.000%	957,787.50	1,297,787.50		1,297,787.50
01/01/2022	400,000	5.000%	940,787.50	1,340,787.50		1,340,787.50
01/01/2023	460,000	5.000%	920,787.50	1,380,787.50		1,380,787.50
01/01/2024	520,000	5.000%	897,787.50	1,417,787.50		1,417,787.50
01/01/2025	520,000	5.000%	871,787.50	1,461,787.50		1,461,787.50
01/01/2026	590,000	5.000%	842,287.50	1,507,287.50		1,507,287.50
01/01/2027	665,000	5.000%	809,037.50	1,549,037.50		1,549,037.50
01/01/2028	740,000	5.000%	772,037.50	1,597,037.50		1,597,037.50
01/01/2029	825,000	5.000%	730,787.50	1,645,787.50		1,645,787.50
01/01/2030	915,000	5.000%	685,037.50	1,695,037.50		1,695,037.50
01/01/2031	1,010,000	5.000%	634,537.50	1,744,537.50		1,744,537.50
01/01/2032	1,110,000	5.250%	576,262.50	1,801,262.50		1,801,262.50
01/01/2033	1,225,000	5.250%	511,950.00	1,851,950.00		1,851,950.00
01/01/2034	1,340,000	5.250%	441,600.00	1,891,600.00		1,891,600.00
01/01/2035	1,450,000	5.250%	365,475.00	1,925,475.00		1,925,475.00
01/01/2036	1,560,000	5.500%	279,675.00	2,004,675.00		2,004,675.00
01/01/2037	1,725,000	5.500%	184,800.00	2,084,800.00		2,084,800.00
01/01/2038	1,900,000	5.500%	80,300.00	1,540,300.00		1,540,300.00
	1,460,000	5.500%				
	20,090,000		17,072,846.88	37,162,846.88	1,114,128.13	36,048,718.75

## NET DEBT SERVICE

Village of Lemont, Illinois  
Proposed Debt Certificates, Series 2014  
Preliminary Numbers as of 12/6/2013  
Debt Certificates - A1 - BQ

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
01/01/2015	480,000	3.000%	538,708.33	1,018,708.33	538,708.33	480,000.00
01/01/2016	550,000	3.000%	909,100.00	1,459,100.00	454,550.00	1,004,550.00
01/01/2017	260,000	3.000%	892,600.00	1,152,600.00		1,152,600.00
01/01/2018	305,000	3.000%	884,800.00	1,189,800.00		1,189,800.00
01/01/2019	350,000	4.000%	875,650.00	1,225,650.00		1,225,650.00
01/01/2020	400,000	4.000%	861,650.00	1,261,650.00		1,261,650.00
01/01/2021	455,000	4.000%	845,650.00	1,300,650.00		1,300,650.00
01/01/2022	510,000	4.000%	827,450.00	1,337,450.00		1,337,450.00
01/01/2023	570,000	4.000%	807,050.00	1,377,050.00		1,377,050.00
01/01/2024	635,000	4.250%	784,250.00	1,419,250.00		1,419,250.00
01/01/2025	705,000	4.250%	757,262.50	1,462,262.50		1,462,262.50
01/01/2026	780,000	4.500%	727,300.00	1,507,300.00		1,507,300.00
01/01/2027	860,000	4.500%	692,200.00	1,552,200.00		1,552,200.00
01/01/2028	945,000	4.500%	653,500.00	1,598,500.00		1,598,500.00
01/01/2029	1,035,000	4.500%	610,975.00	1,645,975.00		1,645,975.00
01/01/2030	1,130,000	4.750%	564,400.00	1,694,400.00		1,694,400.00
01/01/2031	1,235,000	4.750%	510,725.00	1,745,725.00		1,745,725.00
01/01/2032	1,345,000	5.000%	452,062.50	1,797,062.50		1,797,062.50
01/01/2033	1,470,000	5.000%	384,812.50	1,854,812.50		1,854,812.50
01/01/2034	1,580,000	5.000%	311,312.50	1,891,312.50		1,891,312.50
01/01/2035	1,695,000	5.250%	232,312.50	1,927,312.50		1,927,312.50
01/01/2036	1,860,000	5.250%	143,325.00	2,003,325.00		2,003,325.00
01/01/2037	870,000	5.250%	45,675.00	915,675.00		915,675.00
	20,025,000		14,312,770.83	34,337,770.83	993,258.33	33,344,512.50

## NET DEBT SERVICE

Village of Lemont, Illinois  
Proposed Debt Certificates, Series 2014  
Preliminary Numbers as of 12/6/2013  
Debt Certificates - A1 - NBQ

Period Ending	Principal	Coupon	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
01/01/2015	480,000	4.000%	627,841.67	1,107,841.67	627,841.67	480,000.00
01/01/2016	480,000	4.000%	1,057,100.00	1,537,100.00	528,550.00	1,008,550.00
01/01/2017	115,000	4.000%	1,037,900.00	1,152,900.00		1,152,900.00
01/01/2018	155,000	4.000%	1,033,300.00	1,188,300.00		1,188,300.00
01/01/2019	195,000	5.000%	1,027,100.00	1,222,100.00		1,222,100.00
01/01/2020	245,000	5.000%	1,017,350.00	1,262,350.00		1,262,350.00
01/01/2021	295,000	5.000%	1,005,100.00	1,300,100.00		1,300,100.00
01/01/2022	350,000	5.000%	990,350.00	1,340,350.00		1,340,350.00
01/01/2023	405,000	5.000%	972,850.00	1,377,850.00		1,377,850.00
01/01/2024	465,000	5.000%	952,600.00	1,417,600.00		1,417,600.00
01/01/2025	535,000	5.000%	929,350.00	1,464,350.00		1,464,350.00
01/01/2026	605,000	5.000%	902,600.00	1,507,600.00		1,507,600.00
01/01/2027	680,000	5.000%	872,350.00	1,552,350.00		1,552,350.00
01/01/2028	760,000	5.000%	838,350.00	1,598,350.00		1,598,350.00
01/01/2029	845,000	5.250%	800,350.00	1,645,350.00		1,645,350.00
01/01/2030	940,000	5.250%	755,987.50	1,695,987.50		1,695,987.50
01/01/2031	1,040,000	5.250%	706,637.50	1,746,637.50		1,746,637.50
01/01/2032	1,145,000	5.250%	652,037.50	1,797,037.50		1,797,037.50
01/01/2033	1,260,000	5.500%	591,925.00	1,851,925.00		1,851,925.00
01/01/2034	1,365,000	5.500%	522,625.00	1,887,625.00		1,887,625.00
01/01/2035	1,480,000	5.500%	447,550.00	1,927,550.00		1,927,550.00
01/01/2036	1,640,000	5.500%	366,150.00	2,006,150.00		2,006,150.00
01/01/2037	1,810,000	5.500%	275,950.00	2,085,950.00		2,085,950.00
01/01/2038	1,960,000	6.000%	176,400.00	2,136,400.00		2,136,400.00
01/01/2039	980,000	6.000%	58,800.00	1,038,800.00		1,038,800.00
	20,230,000		18,618,554.17	38,848,554.17	1,156,391.67	37,692,162.50

**COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 10, 2014**

A Meeting of the Village of Lemont Committee of the Whole was held on Monday, February 10, 2014 in the Lemont Village Hall Board Room at 418 Main Street, Lemont, Illinois.

**I. CALL TO ORDER** – Mayor Reaves called the meeting to order at 8:20 p.m.

**II. ROLL CALL** – Trustees Debby Blatzer, Paul Chialdikas, Cliff Miklos Rick Sniegowski, Ron Stapleton and Jeanette Virgilio were present.

Also present were Village staff members George Schafer, Martha Glas, Charity Jones, Mark LaChappell, Linda Molitor, Ralph Pukula, Kevin Shaugnessy, Chris Smith and Village Attorney Jeff Stein and Andrew Paine.

**III. UNFINISHED BUSINESS** – None.

**IV. DISCUSSION ITEMS**

**A. Comprehensive Plan Update**

An update of the Comprehensive Plan was presented by P&ED Director Charity Jones and Planner Martha Glas. Minimal discussion took place on various action areas which will be considered and/or incorporated in the plan. The update of the plan will continue with the Housing Element section at a later date.

**B. Capital Improvement Plan**

An update of the Financial Outlook was given along with the 2015 Proposed Capital Improvement Plan. Budget discussion will continue at the next Committee of the Whole Meeting scheduled February 24, 2014.

**V. NEW BUSINESS**

**A. Metra Lot Parking Passes**

Discussion took place on the method of sales of the passes this year. The current method of purchase is outdated and inconvenient for purchasers to stand in line on one day. The Village will consider sending applications to the current pass holders with a 30-day time period to purchase a new parking pass.

Meeting adjourned at 11:05 PM.



Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> Clearing - Accounts Payable					
Check	02/24/2014	8005 Accounts Payable	5th Avenue Construction		1,000.00
	Invoice		Date	Description	Amount
		2013-00010027	02/12/2014	refund clean up bond - 13098 Lismore Ln	1,000.00
Check	02/24/2014	8006 Accounts Payable	Aftermath, Inc.		105.00
	Invoice		Date	Description	Amount
		JC2014-2053	02/07/2014	Squad/Cell Cleanup	105.00
Check	02/24/2014	8007 Accounts Payable	Air 1 Wireless, Inc		139.98
	Invoice		Date	Description	Amount
		AIR1OIN8382	02/11/2014	phone supplies - Chief	139.98
Check	02/24/2014	8008 Accounts Payable	Airgas USA, LLC		18.91
	Invoice		Date	Description	Amount
		9916130683	01/31/2014	welding tank rental	18.91
Check	02/24/2014	8009 Accounts Payable	AmAudit		7.95
	Invoice		Date	Description	Amount
		1160	02/01/2014	Feb 2014 utility audit contingency prmt	7.95
Check	02/24/2014	8010 Accounts Payable	American Society of Sanitary Engineering		85.00
	Invoice		Date	Description	Amount
		14-02-01	02/01/2014	dues - m haidacher	85.00
Check	02/24/2014	8011 Accounts Payable	Antique Week		274.23
	Invoice		Date	Description	Amount
		14-02-03	02/03/2014	4/1/14 issue magazine ads	274.23
Check	02/24/2014	8012 Accounts Payable	Arthur Peterson, Inc.		101.35
	Invoice		Date	Description	Amount
		14-01-31	01/31/2014	Jan 2014 purchases	101.35
Check	02/24/2014	8013 Accounts Payable	AT&T Capital Services, Inc.		295.84
	Invoice		Date	Description	Amount
		2907799	01/30/2014	001-5284700-001 - iPads lease payment	295.84

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/24/2014	8014 Accounts Payable	AT&T Illinois		55.00
	Invoice	Date	Description		Amount
	14-02-9005	02/02/2014	126379005 - metra station internet		55.00
Check	02/24/2014	8015 Accounts Payable	AT&T Mobility		3,851.46
	Invoice	Date	Description		Amount
	02112014	02/03/2014	287249463396 - p.w. cell phone service		3,851.46
Check	02/24/2014	8016 Accounts Payable	Avalon Petroleum Company		13,634.74
	Invoice	Date	Description		Amount
	000632	01/31/2014	754 gals dsl fuel		2,778.49
	552478	01/28/2014	1850 gals unl fuel		5,513.00
	012393	02/04/2014	1450 gals dsl fuel		5,343.25
Check	02/24/2014	8017 Accounts Payable	Avaya Financial Services		918.81
	Invoice	Date	Description		Amount
	24584345	02/06/2014	753-1285532-003 - phone system lease		918.81
Check	02/24/2014	8018 Accounts Payable	Azavar Audit Solutions		2,252.95
	Invoice	Date	Description		Amount
	9924	02/01/2014	Feb 2014 utility audit contingency prmt		2,252.95
Check	02/24/2014	8019 Accounts Payable	Berglund , Paul		66,000.00
	Invoice	Date	Description		Amount
	14-01-28	01/28/2014	Senior Housing Sr bond		66,000.00
Check	02/24/2014	8020 Accounts Payable	Bourbonnais Supply Inc.		690.86
	Invoice	Date	Description		Amount
	161762	02/08/2014	parts		690.86
Check	02/24/2014	8021 Accounts Payable	Casey Equipment Co., Inc.		119.48
	Invoice	Date	Description		Amount
	C00167	01/31/2014	Parts		87.94
	C00168	01/31/2014	Parts		31.54
Check	02/24/2014	8022 Accounts Payable	Castletown Homes, Inc.		1,000.00
	Invoice	Date	Description		Amount

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
 Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		120974	02/10/2014	refund clean up bond - 12813 Tullamore Ln	1,000.00
Check	02/24/2014	8023 Accounts Payable	CCP Industries, Inc.		587.50
		Invoice	Date	Description	Amount
		IN01223232	02/03/2014	Sidewalk Salt	592.50
		CM0041706	10/15/2013	mdse return	(5.00)
Check	02/24/2014	8024 Accounts Payable	CDW Government, LLC		464.37
		Invoice	Date	Description	Amount
		HF21484	11/19/2013	Phone Equipment	464.37
Check	02/24/2014	8025 Accounts Payable	Chase Cardmember Service		5,211.24
		Invoice	Date	Description	Amount
		010714-020614	02/06/2014	Jan 2014 Visa purchases	5,211.24
Check	02/24/2014	8026 Accounts Payable	Chialdikas , Paul		135.00
		Invoice	Date	Description	Amount
		14-02-05	02/05/2014	reimbursement - ICSC membership	135.00
Check	02/24/2014	8027 Accounts Payable	Chicago Stockyard Kilty Band		450.00
		Invoice	Date	Description	Amount
		14-01-29	01/29/2014	3/8/14 performance donation	450.00
Check	02/24/2014	8028 Accounts Payable	Closed Circuit Innovations		1,150.00
		Invoice	Date	Description	Amount
		5380	02/04/2014	Mar 2014 security camera maintenance	1,150.00
Check	02/24/2014	8029 Accounts Payable	Comcast Cable		494.19
		Invoice	Date	Description	Amount
		14-02-9805	02/04/2014	8771 20 147 0039805 v.h. cable/internet	241.79
		14-02-2700	02/04/2014	8771 20 147 0042700 p.d. cable/internet	252.40
Check	02/24/2014	8030 Accounts Payable	ComEd		1,053.55
		Invoice	Date	Description	Amount
		14-02-8014	01/31/2014	3909078014 Street Lights	69.57
		14-01-4052	02/06/2014	2163104052 - street lights - stephen st 1 S river	196.67
		14-01-0007	02/06/2014	1173160007 - street lights - talcott, e of stephen	343.70

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	14-02-0155		02/10/2014	1515080155 - street lights - 451 Talcott	39.58
	14-02-3016		02/07/2014	9338003016 - street lights - houston 1N schultz	35.46
	14-02-7033		02/10/2014	2213017033 - street lights - bell rd, main st	309.05
	14-02-2063		02/10/2014	1443022063 - street lights - KA Steel path	59.52
Check	02/24/2014	8031 Accounts Payable		Conserv FS, Inc	1,563.10
	Invoice		Date	Description	Amount
	1847376-IN		01/31/2014	Sidewalk Salt	1,563.10
Check	02/24/2014	8032 Accounts Payable		Constellation NewEnergy, Inc.	4,138.00
	Invoice		Date	Description	Amount
	0013320320		02/01/2014	1-KYU1OZ - street lights - w/s stephen st 1 N	75.78
	0013320365		02/01/2014	1-KYU1QT - street lights - Lite Rte 25	2,385.65
	0013355060		02/03/2014	1-KYU1PW - street lights - 164 e peiffer ave	216.09
	0013355062		02/03/2014	1-KYU1RQ - street lights - 0 stephen st	548.57
	0013364605		02/04/2014	1-KYU1O2 - street lights - ed bossert dr	16.94
	0013455334		02/09/2014	1-KYU1N5 - street lights - 411 singer ave rear	282.32
	0013437043		02/07/2014	1-KYU1M8 - street lights - 44 stevens st unit lts	83.02
	0013478496		02/10/2014	1-KYU1JH - street lights - 55 stephen st	146.45
	0013478508		02/10/2014	1-KYU1KE - street lights - 0 N new ave, 101 main st	343.80
	0013478506		02/10/2014	1-KYU1LB - street lights- 47 stevens st	39.38
Check	02/24/2014	8033 Accounts Payable		De Lage Landen Public Finance	602.00
	Invoice		Date	Description	Amount
	40049957		02/06/2014	629642 - Canon copiers	602.00
Check	02/24/2014	8034 Accounts Payable		Dickson , John	1,065.14
	Invoice		Date	Description	Amount
	14-01-14		01/14/2014	2012 property tax rebate - 13208 Red Dr	1,065.14
Check	02/24/2014	8035 Accounts Payable		DuPage Overhead Garage Doors, Inc.	1,610.00
	Invoice		Date	Description	Amount
	02-10-14		02/12/2014	overhead door maintenance	1,610.00
Check	02/24/2014	8036 Accounts Payable		Dustcatchers, Inc.	45.78
	Invoice		Date	Description	Amount

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		76632	02/13/2014	2055 - v.h. carpet mat service	45.78
Check	02/24/2014	8037 Accounts Payable	EJ USA, Inc.		129.30
		Invoice	Date	Description	Amount
		3685560	02/04/2014	Repair Parts	129.30
Check	02/24/2014	8038 Accounts Payable	Emergency Vehicle Technologies		9,211.75
		Invoice	Date	Description	Amount
		2868	02/05/2014	14-3 lights, sirens, radio	9,211.75
Check	02/24/2014	8039 Accounts Payable	ETP Labs Inc./EnviroTest/Perry Laboratories Inc.		200.00
		Invoice	Date	Description	Amount
		14-130051	02/01/2014	Sample Testing	200.00
Check	02/24/2014	8040 Accounts Payable	FedEx		68.62
		Invoice	Date	Description	Amount
		2-549-03041	02/05/2014	3612-5837-1 - shipping	68.62
Check	02/24/2014	8041 Accounts Payable	First Communications		1,470.45
		Invoice	Date	Description	Amount
		12275530	02/06/2014	1FC022002003109	1,470.45
Check	02/24/2014	8042 Accounts Payable	Frank Novotny & Associates, Inc.		30,092.71
		Invoice	Date	Description	Amount
		13326-1	11/01/2013	1090 State St Sani Sewer	447.00
		12043-6	02/06/2014	MWRDGC-IEMONT Water Reclamation	1,117.50
		13347-1	02/06/2014	IL-171@135th St Improvements by IDOT	997.23
		13227-2	02/06/2014	11295 Lemont Rd (Weestway Bus) Case #2013-07	74.50
		11120	02/06/2014	Bell Rd Utility Ext	531.50
		13083-3	02/06/2014	Division St Water Main Loop to Custer St	901.50
		11043-11	02/06/2014	Logan Dam Sediment Removal	390.61
		07171-22	02/06/2014	McCarthy Rd & Walker Rd Intersection Improv	872.50
		13073-4	02/06/2014	1st St Widening Schultz to McCarthy Rd & N of Berkley	4,347.12
		13358-1	02/06/2014	2014 Capital Project Budgets	2,458.50
		13044-3	02/06/2014	2011,12&13 CDBG Application	792.00
		06028.GE-36	02/06/2014	Gen Eng Services	1,415.50

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		13186-3	02/06/2014	Bell Rd & 1st Church of Nazarene Utl Ext	1,094.45
		13041-3	02/06/2014	2013 MFT Resurfacing Program	483.00
		05382-19	02/06/2014	Glens of Connemara Subdiv.	1,490.00
		13319-1	02/06/2014	1100 State St Parking Lot Repairs	113.00
		13390-1	02/06/2014	14788 W 127th St Drain Tile Replacement	74.50
		04150-14	02/06/2014	Meadowlark subdivision	74.50
		13286-2	02/06/2014	Blaze Rugby Complex Addition	670.50
		13357-2	02/06/2014	Franciscan Sisters Admin Bldg Addition	858.00
		13103-4	02/06/2014	East St Townhome Project	894.00
		12158-5	02/06/2014	Art Logistics Bldg 13063&65 Main St	298.00
		12170-5	02/06/2014	Old Quarry Prof Center Revisions	74.50
		13165-3	02/06/2014	Timberline Knolls 24 Bed Res Trtmt Ctr	447.00
		13237-2	02/06/2014	Birch Path PUD Case #2013-11	839.75
		13351-1	02/06/2014	13655 Main St (Adjacent to K5)	149.00
		13423-1	02/06/2014	Jurineck Riskus/Aero Landings Recap	2,556.50
		12387-3	02/06/2014	Kettering Subdivision	2,533.00
		04108-3	02/06/2014	Limestone Subdivision	149.00
		04271-2	02/06/2014	Old Town Square (on Talcott)	70.00
		05413-8	02/06/2014	Woodglen PUD	227.20
		02227-10	02/06/2014	Mayfair Estates subdivision	447.00
		03293-12	02/06/2014	Smith Farms subdivision	177.85
		13244-2	02/06/2014	Smith Farms - Mayfair Estates subdivisions landscaping	1,631.00
		13277-2	02/06/2014	Mayfair Estates subdivision curbs & sidewalks	395.50
Check	02/24/2014	8043 Accounts Payable		Fred Bluder & Son Tree Service	10,735.00
	Invoice		Date	Description	Amount
		14-02-06	02/06/2014	tree removal services - 7/17/13-10/4/13	10,735.00
Check	02/24/2014	8044 Accounts Payable		Garcia , Paulette	147.10
	Invoice		Date	Description	Amount
		14-02-12	02/12/2014	reimbursement	147.10
Check	02/24/2014	8045 Accounts Payable		Glas , Martha M	172.75
	Invoice		Date	Description	Amount
		14-02-07	02/07/2014	reimbursement - USGBC conference & travel	172.75
Check	02/24/2014	8046 Accounts Payable		Grainger	69.35

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	9362878796		02/11/2014	parts well #3	69.35
Check	02/24/2014	8047 Accounts Payable	Guaranteed Technical Services And Consulting, Inc.		2,482.14
	Invoice		Date	Description	Amount
	2011619		02/03/2014	I.T. Support	1,385.00
	2011648		02/10/2014	I.T. Support	240.00
	2011678		02/17/2014	I.T. Support	297.14
	2011670		02/17/2014	I.T. Support	560.00
Check	02/24/2014	8048 Accounts Payable	Halper , Peggy		448.00
	Invoice		Date	Description	Amount
	0052		01/23/2014	1/15/14 PZC meeting	448.00
Check	02/24/2014	8049 Accounts Payable	HD Supply Waterworks, Ltd.		205.79
	Invoice		Date	Description	Amount
	C006832		01/31/2014	Clamp	205.79
Check	02/24/2014	8050 Accounts Payable	Heritage Technology Solutions		750.00
	Invoice		Date	Description	Amount
	87267		02/08/2014	Village Hall doors maintenance contract - 2/8/14-2/7/15	750.00
Check	02/24/2014	8051 Accounts Payable	Homefield Energy		20,908.93
	Invoice		Date	Description	Amount
	9085314011		02/03/2014	GMCVLG1001 - Jan 2014 electric service	20,908.93
Check	02/24/2014	8052 Accounts Payable	Hoppy's Landscaping		12,794.00
	Invoice		Date	Description	Amount
	9075		02/02/2014	Snow Removal	11,060.00
	9076		01/24/2014	Road Salt	1,734.00
Check	02/24/2014	8053 Accounts Payable	Hughes Academy of Irish Dance		100.00
	Invoice		Date	Description	Amount
	14-01-16		01/16/2014	3/8/14 performance	100.00
Check	02/24/2014	8054 Accounts Payable	Hy-Test Safety Shoe Service		241.98

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
 Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	129309		01/31/2014	Boots	241.98
Check	02/24/2014	8055 Accounts Payable		Illinois Association of Code Enforcement	50.00
	Invoice		Date	Description	Amount
	2014		02/01/2014	membership renewal - m lachappell, r raspanti	50.00
Check	02/24/2014	8056 Accounts Payable		Illinois Government Finance Officers Association	250.00
	Invoice		Date	Description	Amount
	7235387		02/13/2014	Jobline ad	250.00
Check	02/24/2014	8057 Accounts Payable		Imperial Service Systems Inc	1,009.00
	Invoice		Date	Description	Amount
	73301		02/01/2014	Feb 2014 monthly cleaning service	1,009.00
Check	02/24/2014	8058 Accounts Payable		Inkwell, Ltd.	157.81
	Invoice		Date	Description	Amount
	64032		02/12/2014	office supplies	157.81
Check	02/24/2014	8059 Accounts Payable		IRMA	8,244.91
	Invoice		Date	Description	Amount
	SALES0013019		01/31/2014	Jan 2014 deductible	1,458.23
	SALES0013060		01/31/2014	Jan 2014 deductible	6,786.68
Check	02/24/2014	8060 Accounts Payable		Lang Ice Company	125.00
	Invoice		Date	Description	Amount
	1151070		12/07/2014	ice block for Hometown Holidays ice sculpture	125.00
Check	02/24/2014	8061 Accounts Payable		Launch Digital Marketing, LLC	400.00
	Invoice		Date	Description	Amount
	0003127		12/27/2013	ilivelemont web hosting	300.00
	0003258		01/03/2014	ilivelemont web hosting	50.00
	0003423		02/01/2014	ilivelemont web hosting	50.00
Check	02/24/2014	8062 Accounts Payable		Lemont Ace Hardware	123.51
	Invoice		Date	Description	Amount



Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	14-01-31		01/31/2014	3960 - Jan 2014 purchases	119.64
	14-01-31 (2)		01/31/2014	3962 - Jan 2014 purchases	3.87
Check	02/24/2014	8063 Accounts Payable		Lemont Area Chamber of Commerce	140.00
	Invoice		Date	Description	Amount
	14-02-14		02/06/2014	Meeting/Luncheon	140.00
Check	02/24/2014	8064 Accounts Payable		Lemont Express Car Wash, LLC	215.00
	Invoice		Date	Description	Amount
	14-01-31		01/31/2014	Jan 2014 vehicle washes-P.D.	215.00
Check	02/24/2014	8065 Accounts Payable		Lexis Nexis Risk Data Management	86.00
	Invoice		Date	Description	Amount
	1354915-20140131		01/31/2014	Searches	86.00
Check	02/24/2014	8066 Accounts Payable		Look Nu, LLC	75.00
	Invoice		Date	Description	Amount
	40		01/18/2014	Paintless Dent Removal	75.00
Check	02/24/2014	8067 Accounts Payable		Ludwig's Inc.	177.92
	Invoice		Date	Description	Amount
	14-02-04		02/04/2014	K-9 Supplies	54.99
	14-02-07		02/07/2014	K-9 Supplies	33.97
	14-02-11		02/11/2014	K-9 Supplies	88.96
Check	02/24/2014	8068 Accounts Payable		Macke Water Systems, Inc.	112.74
	Invoice		Date	Description	Amount
	894222		02/03/2014	146998 - coffee service supplies - V.H.	112.74
Check	02/24/2014	8069 Accounts Payable		Mahoney, Silverman & Cross, LLC	7,908.75
	Invoice		Date	Description	Amount
	14-01-10		01/10/2014	Dec 2013 labor legal fees	693.75
	14-02-07		02/07/2014	Jan 2014 labor legal fees	7,215.00
Check	02/24/2014	8070 Accounts Payable		Mancari's Chrysler Jeep Dodge Inc	152.28
	Invoice		Date	Description	Amount
	410031		02/07/2014	Parts	152.28

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/24/2014	8071 Accounts Payable	Menards		100.06
	Invoice	Date	Description		Amount
	35922	02/03/2014	Maint Supplies		100.06
Check	02/24/2014	8072 Accounts Payable	Morris Engineering, Inc.		865.00
	Invoice	Date	Description		Amount
	14-04009	02/06/2014	Jan 2014 Reviews		865.00
Check	02/24/2014	8073 Accounts Payable	NiCor Gas		661.96
	Invoice	Date	Description		Amount
	14/02-1000 5	02/12/2014	84-38-99-1000 5 chestnut crossing l/s		23.76
	14/02-20008	02/12/2014	85-71-20-20008 keepataw trails l/s		23.76
	14/02-2000 6	02/10/2014	69-98-10-2000 6 oak tree ln l/s		24.84
	14/02-2000 8 (2)	02/11/2014	74-12-00-2000 8 harpers grove l/s		24.43
	14/02-4722 3	02/11/2014	91-25-56-4722 3 eagle ridge l/s		27.10
	14/02-2000 4	02/03/2014	04-46-52-2000 4 well #4		216.61
	14/01-2000 8 (2)	01/31/2014	37-54-52-2000 8 well #3		321.46
Check	02/24/2014	8074 Accounts Payable	North American Salt Co.		4,497.57
	Invoice	Date	Description		Amount
	71118766	02/03/2014	Salt		2,244.69
	71118765	02/03/2014	Salt		2,252.88
Check	02/24/2014	8075 Accounts Payable	NPELRA		410.00
	Invoice	Date	Description		Amount
	2014Donahue27813	01/31/2014	membership renewal - e donahue		205.00
	2014Schafer30879	12/31/2013	membership renewal - g schafer		205.00
Check	02/24/2014	8076 Accounts Payable	Occupational Health Centers of Illinois. P.C.		89.00
	Invoice	Date	Description		Amount
	1007891360	01/14/2014	vaccine		89.00
Check	02/24/2014	8077 Accounts Payable	Otis Elevator Co		502.14
	Invoice	Date	Description		Amount
	CYS20509001	10/30/2013	10/7/13 service call		502.14

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/24/2014	8078 Accounts Payable	Ozinga Ready Mix Concrete, Inc.		498.78
	Invoice		Date	Description	Amount
		10373	01/25/2014	Sand	498.78
Check	02/24/2014	8079 Accounts Payable	P. T. Ferro Construction Co.		2,045.96
	Invoice		Date	Description	Amount
		13-09-17 (2)	09/17/2013	Derby Plaza lighting repair on 6/27/13 by Tri Tech	1,265.45
		13-09-17 (1)	09/17/2014	Derby Plaza lighting repair on 6/26/13 by Tri-Tech	780.51
Check	02/24/2014	8080 Accounts Payable	PDC Laboratories		3,058.00
	Invoice		Date	Description	Amount
		749163	08/31/2013	Samples	290.00
		760996	01/31/2014	Samples	2,768.00
Check	02/24/2014	8081 Accounts Payable	Pitney Bowes		636.00
	Invoice		Date	Description	Amount
		4026308-FB14	02/13/2014	4026308 - quarterly postage meter rental	636.00
Check	02/24/2014	8082 Accounts Payable	Pizzuto , Michael A.		6,456.85
	Invoice		Date	Description	Amount
		14-01-28	01/28/2014	Senior Housing Jr bond	6,456.85
Check	02/24/2014	8083 Accounts Payable	Purchase Advantage Card		96.51
	Invoice		Date	Description	Amount
		14-01-24	01/24/2014	Office Supplies	96.51
Check	02/24/2014	8084 Accounts Payable	Rag's Electric		1,000.00
	Invoice		Date	Description	Amount
		4827-86	02/03/2014	Jan 2014 bridge light maint	1,000.00
Check	02/24/2014	8085 Accounts Payable	Rainbow Printing		137.45
	Invoice		Date	Description	Amount
		410256	01/31/2014	Forms	51.50
		410285	02/13/2014	inspection forms	85.95
Check	02/24/2014	8086 Accounts Payable	RCM Data Corporation		229.98
	Invoice		Date	Description	Amount

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		IN46326	12/13/2013	Office Supplies	229.98
Check	02/24/2014	8087 Accounts Payable	Royal Plumbing, Inc.		900.00
		Invoice	Date	Description	Amount
		3321	01/31/2014	Water System Service	900.00
Check	02/24/2014	8088 Accounts Payable	Rush Truck Centers		116.08
		Invoice	Date	Description	Amount
		10206577	02/10/2014	parts	116.08
Check	02/24/2014	8089 Accounts Payable	Ryan , Daniel J		600.00
		Invoice	Date	Description	Amount
		14-01-21	01/21/2014	3/8/14 performance	600.00
Check	02/24/2014	8090 Accounts Payable	Schindler Elevator Corp.		1,906.34
		Invoice	Date	Description	Amount
		7151906753	02/06/2014	Replace Heater	586.34
		7151905659	02/06/2014	Elevator Test	1,320.00
Check	02/24/2014	8091 Accounts Payable	ServiceMaster By Bouck		2,614.00
		Invoice	Date	Description	Amount
		57140299	02/01/2014	Feb 2014 janitorial service	2,550.00
		57140299s	02/01/2014	janitorial supplies	64.00
Check	02/24/2014	8092 Accounts Payable	Shaw Media		866.20
		Invoice	Date	Description	Amount
		896336	01/31/2014	10074590 - Case 14-01 public notice	226.20
		885961	01/03/2014	back page article	320.00
		888758	01/17/2014	back page article	320.00
Check	02/24/2014	8093 Accounts Payable	Society for Human Resource Management		185.00
		Invoice	Date	Description	Amount
		9005653981	02/01/2014	membership renewal - e donahue 00741120	185.00
Check	02/24/2014	8094 Accounts Payable	Softway Car Wash/Lube Master		140.00
		Invoice	Date	Description	Amount
		697183	02/10/2014	vehicle detail	70.00

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		697185	02/12/2014	vehicle detail	70.00
Check	02/24/2014	8095 Accounts Payable	Sosin & Arnold, Ltd.		1,000.00
		Invoice	Date	Description	Amount
		83145	01/31/2014	Jan 2014 adjudication fees	1,000.00
Check	02/24/2014	8096 Accounts Payable	Southwest Digital Printing, Inc.		63.26
		Invoice	Date	Description	Amount
		02-10ma	02/01/2014	Feb 2014 plotter maintenance	50.00
		02-476mr	02/12/2014	1/2/14-2/3/14 plotter usage	13.26
Check	02/24/2014	8097 Accounts Payable	Steiner Electric Company		365.00
		Invoice	Date	Description	Amount
		S004588389.001	01/31/2014	Service Call	365.00
Check	02/24/2014	8098 Accounts Payable	Suburban Building Officials Conference		125.00
		Invoice	Date	Description	Amount
		14-03-07	02/20/2014	3/7/14 - J. Ostapchuk	125.00
Check	02/24/2014	8099 Accounts Payable	Suburban Building Officials Conference		125.00
		Invoice	Date	Description	Amount
		14-03-07 (2)	02/20/2014	3/7/14 - M LaChappell	125.00
Check	02/24/2014	8100 Accounts Payable	Suburban Building Officials Conference		125.00
		Invoice	Date	Description	Amount
		14-03-14	02/20/2014	3/14/14 - J Ostapchuk	125.00
Check	02/24/2014	8101 Accounts Payable	Suburban Building Officials Conference		125.00
		Invoice	Date	Description	Amount
		14-03-14 (2)	02/20/2014	3/14/14 - R Raspanti	125.00
Check	02/24/2014	8102 Accounts Payable	Suburban Building Officials Conference		125.00
		Invoice	Date	Description	Amount
		14-03-28	02/20/2014	3/28/14 - J Ostapchuk	125.00
Check	02/24/2014	8103 Accounts Payable	Suburban Building Officials Conference		125.00
		Invoice	Date	Description	Amount

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	14-03-28 (2)		02/20/2014	3/28/14 - R Raspanti	125.00
Check	02/24/2014	8104 Accounts Payable	Surefire Auto Parts		127.77
	Invoice		Date	Description	Amount
	14-01-31		01/31/2014	7590 - Jan 2014 purchases	127.77
Check	02/24/2014	8105 Accounts Payable	T.P.I. Building Code Consultants, Inc.		7,076.50
	Invoice		Date	Description	Amount
	7055		02/02/2014	Jan 2014 reviews & inspections	7,076.50
Check	02/24/2014	8106 Accounts Payable	Taylor's Guides to Antique Shops		200.00
	Invoice		Date	Description	Amount
	26811		02/10/2014	2014-2015 ad	200.00
Check	02/24/2014	8107 Accounts Payable	Tifco Industries		274.69
	Invoice		Date	Description	Amount
	70924679		02/05/2014	supplies	254.65
	70924678		02/05/2014	supplies	20.04
Check	02/24/2014	8108 Accounts Payable	TigerDirect, Inc.		1,740.63
	Invoice		Date	Description	Amount
	J60715640102		12/23/2013	computer warranty	161.05
	J61826450101		12/31/2013	computer equipment	102.12
	J61991350101		01/04/2014	computer warranty	81.55
	J61991350104		01/03/2014	printer	284.70
	J61991350105		01/10/2014	computer equipment	1,111.21
Check	02/24/2014	8109 Accounts Payable	Toshiba Financial Services		1,236.33
	Invoice		Date	Description	Amount
	60166321		02/02/2014	90136046440 - p.w. copier lease	402.30
	60237907		02/09/2014	90136024087 - p.d. copier leases	834.03
Check	02/24/2014	8110 Accounts Payable	Toshiba Financial Services		291.20
	Invoice		Date	Description	Amount
	247056419		02/10/2014	500-0177579-000 - p.d. 3500C copier lease	291.20
Check	02/24/2014	8111 Accounts Payable	Tressler, LLP		14,269.67

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		Invoice	Date	Description	Amount
		335966/969/968	01/21/2014	legal services	14,269.67
Check	02/24/2014	8112 Accounts Payable	Tri-River Police Training Region		1,600.00
		Invoice	Date	Description	Amount
		3577-3	02/14/2014	FY14 - SPSC - M Panush - Final payment	1,600.00
Check	02/24/2014	8113 Accounts Payable	Unifirst Corporation		43.85
		Invoice	Date	Description	Amount
		062 0064920	02/10/2014	shop towel service	43.85
Check	02/24/2014	8114 Accounts Payable	Urban Forest Management, Inc.		1,051.25
		Invoice	Date	Description	Amount
		131059	01/23/2014	Smith Farms/Mayfair Estates trees	761.25
		131115	01/23/2014	Smith Farms/Mayfair Estates trees	290.00
Check	02/24/2014	8115 Accounts Payable	Verizon Wireless		109.26
		Invoice	Date	Description	Amount
		9719471235	02/03/2014	685282853-00001	109.26
Check	02/24/2014	8116 Accounts Payable	Wall , Tim		154.20
		Invoice	Date	Description	Amount
		4277	02/07/2014	website maintenance	79.20
		4278	02/07/2014	Facebook postings	75.00
Check	02/24/2014	8117 Accounts Payable	Ward , Jennifer		693.07
		Invoice	Date	Description	Amount
		14-02-12	02/12/2014	2012 property tax rebate	693.07
Check	02/24/2014	8118 Accounts Payable	Warehouse Direct Workplace Solutions		170.44
		Invoice	Date	Description	Amount
		2220930-0	02/06/2014	supplies	170.44
Check	02/24/2014	8119 Accounts Payable	Waste Management		51.84
		Invoice	Date	Description	Amount
		4795940-2007-1	02/01/2014	801-1096174-2007-9 - Metra Lot	51.84
Check	02/24/2014	8120 Accounts Payable	Zee Medical Inc.		44.74

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	0100142556		02/12/2014	first aid supplies	44.74
Check	02/24/2014	8121 Accounts Payable	Em-Ro Enterprises		1,000.00
	Invoice		Date	Description	Amount
	2013-00010448		02/06/2014	Bond Refund	1,000.00
Check	02/24/2014	8122 Accounts Payable	FMHC Construction		1,000.00
	Invoice		Date	Description	Amount
	120472		02/07/2014	refund clean up bond - 731 Houston St, Lemont	1,000.00
Check	02/24/2014	8123 Accounts Payable	Sodys , Andrius		50.00
	Invoice		Date	Description	Amount
	14-02-17		02/17/2014	refund of overpayment on ticket #PC-013955	50.00
Clearing Accounts Payable Totals:			Transactions: 119		\$280,553.80
	Checks:	119		\$280,553.80	



Lemont, IL  
**Payment Batch Register**

Bank Account: Clearing - Accounts Payable

Batch Date: 02/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> Clearing - Accounts Payable					
Check	02/24/2014	8002 Utility Management Refund	LEN VALENTINO		63.06
		Account Type	Account Number	Transaction Date	Transaction Type
		Single Family	102734-001	02/24/2014	Refund
Clearing Accounts Payable Totals:			Transactions: 1		\$63.06
Checks:	1	\$63.06			

Lemont, IL  
**Payment Batch Register**

Bank Account: GMAT Grant - GMAT Grant

Batch Date: 02/07/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> GMAT Grant - GMAT Grant					
Check	02/07/2014	10634 Accounts Payable	Illinois Criminal Justice Information Authority		1,018.21
	<u>Invoice</u>	<u>Date</u>	<u>Description</u>		<u>Amount</u>
	2013 Re-issue	02/07/2014	GMAT Lapse Funds		1,018.21
GMAT Grant GMAT Grant Totals:			Transactions: 1		\$1,018.21
Checks:		1	\$1,018.21		

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

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-1 Liquor Licenses – Target Store T-1213)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 24<sup>th</sup> DAY OF FEBRURY, 2014**

**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 24<sup>th</sup> day of February, 2014.**

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

AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-1 Liquor Licenses – Target Store T-1213)

**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**, Target Store T-1213, operating an upscale discount retail store at 13460 S. Archer Avenue, has applied for a Class C-1 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class C-1 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 5.04.080 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 5.04.080 shall hereafter provide as follows:

5.040.080 License – Fees – Classes of Operator.

- B. Number of Licenses. There shall be issued in the Class A-1 and A-2 categories, together, not more than five at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed thirteen, and the number of C-1 licenses to be issued at any one time shall not exceed ~~nine~~ **ten**.

**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 24<sup>th</sup> day of February, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
**President**

ATTEST:

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

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

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-1 Liquor Licenses – G7 Oil Corporation d/b/a BP)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 24<sup>th</sup> DAY OF FEBRURY, 2014**

**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 24<sup>th</sup> day of February, 2014.**

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

AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-1 Liquor Licenses – G7 Oil Corporation d/b/a BP)

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, G7 Oil Corporation d/b/a BP, operating at a gas station and convenience store at 12300 S. Archer Avenue, has applied for a Class C-1 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class C-1 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 5.04.080 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 5.04.080 shall hereafter provide as follows:

5.040.080 License – Fees – Classes of Operator.

B. Number of Licenses. There shall be issued in the Class A-1 and A-2 categories, together, not more than five at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed thirteen, and the number of C-1 licenses to be issued at any one time shall not exceed ~~ten~~ **eleven**.

**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 24<sup>th</sup> day of February, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
**President**

ATTEST:

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



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

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class A-3 Liquor Licenses – Gelsosomo's Pizza)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 24<sup>th</sup> DAY OF FEBRURY, 2014**

**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 24<sup>th</sup> day of February, 2014.**

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

AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class A-3 Liquor Licenses – Gelsosomo’s Pizza)

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, Chicago Restaurant Concepts Inc. d/b/a Gelsosomo’s Pizza, operating at 206 Main Street, has applied for a Class A-3 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

WHEREAS, the President and Board of Trustees of the Village of Lemont desire to increase 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 5.04.080 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 5.04.080 shall hereafter provide as follows:

5.040.080 License – Fees – Classes of Operator.

B. Number of Licenses. There shall be issued in the Class A-1 and A-2 categories, together, not more than five at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed ~~thirteen~~ **fourteen**, and the number of C-1 licenses to be issued at any one time shall not exceed eleven.

**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 24<sup>th</sup> day of February, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniagowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

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

**Village Board**  
**Agenda**  
**Memorandum**

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**To:** Mayor & Village Board

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

**Subject:** **Copier Lease**

**Date:** February 21, 2014

**BACKGROUND/HISTORY**

In Spring 2013 the Village issued an RFP for Copier Lease at Village Hall. Ten companies responded to the RFP. The Board adopted Resolution R-33-13 on June 24, 2013, a resolution approving agreements for lease-purchase and maintenance of copy equipment from Proven Business Systems.

**DISCUSSION**

In March 2014, the Police copier contract for the current Toshiba copiers is expiring and the Public Works contract is expiring in the summer. Proven Business Systems has offered the Village new police and public works copiers, pursuant to the same terms, including but not limited to rates and equipment, as the Village Hall contract. Staff desires to obtain the copiers for the police and public works departments pursuant to the same terms of the Village Hall contract.

**RECOMMENDATION**

Staff recommends adopting the attached resolution-

- 1) Resolution Approving Agreements for Lease-Purchase and Maintenance of Copy Equipment.

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

**Resolution Approving Agreements for Lease-Purchase and Maintenance of Copy Equipment**

**WHEREAS**, the Village President and Board of Trustees of the Village of Lemont passed Resolution R-33-13 on June 24, 2013, a resolution approving agreements for lease-purchase and maintenance of copy equipment from Proven Business Systems (“Village Hall contract”);

**WHEREAS**, Proven Business Systems has offered the Village new police and public works copiers, pursuant to the same terms, including but not limited to rates and equipment, as the Village Hall contract;

**WHEREAS**, the Village desires to obtain the copiers for the police and public works departments pursuant to the same terms of the Village Hall contract;

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

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

**SECTION TWO:** The Sales Agreements and Maintenance Agreements between the Village of Lemont and Proven Business Systems, attached hereto as Group Exhibit A and incorporated in their entirety, are hereby approved, subject to the Village Attorney’s approval.

**SECTION THREE:** The Lease Agreements between the Village of Lemont and Proven Business Systems, attached hereto as Group Exhibit B and incorporated in its entirety, is hereby approved, subject to the Village Attorney’s approval.

**SECTION FOUR:** Acceptance and execution of the Agreements attached as Exhibits A and B are pending the final review and approval by the Village Attorney.

**Group Exhibit A**

**Sales Agreements and Maintenance Agreements  
between the Village of Lemont  
and Proven Business Systems  
(Lemont Police Department and Lemont Public Works)**



**SALES AGREEMENT**

Date Of Order 2/24/2014	Customer PO #	Delivery Date	Rep Name
Bill To: Lemont Public Works	Ship To		
Street 16680 New Ave	Street		
City State Zip Lemont IL 60439	City	State	Zip
Phone 630-257-2532	Phone	Fax	
Attention:	Attention:		

Qty	Description	Unit Price	Total
1	CANON Color 5235 w/fax fax, duplex	Per Lease Inc	
	Return of Toshiba Equipment Dual Paper	Inc	

**Networking Charges**

*\*Additional charges for networking will be applied after the first 2hrs at a \$100.00 hourly rate*

I (We) decline networking service.

*\*Additional charges for networking will be billed at the rate of \$300 for the first 2hrs on site as a minimum, plus \$100 for every hour after that.*

Sub Total: \$ \_\_\_\_\_

Applicable Tax: \$ \_\_\_\_\_

Networking: \$ W/C

Delivery/Installation: \$ W/C

Total: \$ \_\_\_\_\_

**A** Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Proven Business Systems - 18450 Crossing Drive, Ste. D - Tinley Park, IL. 60447

Phone (708) 614 - 1770

Fax (708) 614 - 1760



18450 Crossing Dr. Ste D.  
 Tinley Park, IL. 60487  
 Phone: (708) 614-1770  
 Fax: (708) 614-1760

## Maintenance Agreement

Customer: <u>Jerment Public Works</u>	
Contact: <u>16680 New Ave Jerment IL 60439</u>	
Phone: <u>620-357-2532</u>	Fax: _____
Address: _____	
City/State/Zip: _____	

- CPC (Cost per Copy)** - Includes all parts, labor and supplies, excludes paper and staples.
- CDR (Drum & Roller)** - Includes all parts and labor, drums and rollers, excludes all other supplies.
- P&L (Parts & Labor)** - Excludes all supplies.

Model	Serial #	ID #	Meter
<u>CANON C5235</u>			

Duration 2/14 - 2/15 Unlimited Remote IT Support - Annually \$200.00  
 Annual Volume: \_\_\_\_\_ I Decline Remote IT Support

Annual Cost \_\_\_\_\_  
 Accessory Fee \_\_\_\_\_  
 FREIGHT/FUEL FEE \_\_\_\_\_  
 TOTAL \_\_\_\_\_

**Billing Term:**  
 Quarterly       Semi-Annual  
 Annual             Other

Images will be billed quarterly on actual usage.  
,0055 MOND / 15,055 COPIES

   (Authorized Customer Signature)         Date

Proven Business Systems requires installation of network monitoring software to automatically retrieve page counts.  
 Leased equipment-Maintenance Agreement will run full term of lease and is non cancellable.



## Terms and Conditions

- 1) All contracts include the following: Unlimited service calls and all parts. Contracts exclude the following unless specified on the front of this contract:
  - Copiers: Drums, heater rollers, blades, developer, toner, toner bags, fuser oil, color supplies, staples and paper.
  - Fax Machines: Image cartridges, toner, fusers and paper.
- 2) Proven Business Systems, Inc. agrees to provide emergency and all maintenance service on the equipment and accessories described below for a period of one year from the date of this agreement. This maintenance agreement includes all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts except as follows:
  - a) Repairs resulting from causes other than normal use; Abuse or misuse by the operator, operator-inflicted damage to drums, use of supplies or spare parts that do not meet PBS, Inc. specifications and cause abnormal service problems.
  - b) Fire, accident, theft or damage to the machine due to repairs by someone other than an authorized PBS, Inc. representative.
  - c) Reconditioning, rebuilding or overhaul of equipment.
  - d) Changes of toner, paper, and image cartridges on fax machines or installation of accessories.
- 3) If replacement of a consumable item recommended by a PBS, Inc. service representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include and not be limited to developer, heater rollers, blades and drums.
- 4) PBS, Inc. shall not be responsible for the repairs or maintenance resulting from the use of supplies or parts not obtained from PBS, Inc. The quality of such parts and supplies varies widely and cannot be warranted by PBS, Inc.
- 5) PBS, Inc. shall not be responsible for delays, inability to provide service call due to strikes, accidents, embargoes, act of God or any other event beyond its control. All service under this agreement shall be rendered during normal working hours of 8:00A.M. to 5:00P.M. Monday through Friday.
- 6) Maintenance agreement charges are payable annually or at the expiration of copy limits, whichever ever comes first, as billed at minimum charges. PBS reserves the right to increase the price of any maintenance agreement after one year or at the expiration of copy limits.
- 7) If the customer does not pay all charges for maintenance or any miscellaneous outstanding invoices promptly when due, PBS, Inc. may a) refuse to service the equipment or b) furnish such on a "Per call" basis and will be charged for all labor, parts and supplies.
- 8) PBS, Inc. reserves the right to inspect all equipment to be covered under a maintenance agreement to determine that it is in good mechanical condition on the effective date of the agreement. Should the equipment require repair or overhaul prior to acceptance, such repairs, if requested, will be made at the hourly rates plus parts.
- 9) When in its sole discretion, PBS, Inc. determines a shop reconditioning or shop cleaning is necessary to keep the equipment in working condition, PBS, Inc. will submit to a customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, PBS, Inc. may discontinue service of the equipment under this agreement, or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "per call" basis at published rates.
- 10) This agreement is not refundable or transferable to a third party. If the equipment is traded in on new PBS, Inc. equipment, any unused portion of the yearly contract shall be prorated and applied toward the maintenance of the new equipment.
- 11) There will be a 5% service charge on all contracts that are billed on a semi-annual basis or on a credit card and a 10% service charge on contracts that are billed quarterly. Term billing subject to PBS, Inc. approval.
- 12) PBS, Inc. has the option of using new, compatible or recycled parts in maintaining the equipment, provided they meet or exceed manufacturer specifications.
- 13) This agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either partner not less than ninety days prior to any renewal date. Renewal prices are subject to change in accordance with current volume and current prices.
- 14) All contracts that include supplies are based on manufacturer's specified yield at 5% print or copy coverage. Any additional supplies beyond this spec will be charged to the customer at normal supply rates.
- 15) Excluded from this agreement are the print board and network interface card and any labor related to trouble-shoot network related functions, unless otherwise specified on front of this contract.
- 17) Customer agrees to provide suitable electrical service and maintain proper environmental conditions.
- 18) PBS reserves the right to charge .0035 cents per scan.
- 19) All equipment covered by this agreement must have a PBS approved, UL1449 surge protection device installed in line with the equipment or contract is voided in its entirety.



**SALES AGREEMENT**

<b>Date Of Order</b> 2/24/2014	<b>Customer PO #</b>	<b>Delivery Date</b>	<b>Rep Name</b>
<b>Bill To:</b> Lemont Police Department		<b>Ship To</b> Lemont Police Department	
<b>Street</b> 14600 127 <sup>th</sup> Street		<b>Street</b> 14600 127 <sup>th</sup> Street	
<b>City</b> Lemont	<b>State</b> IL	<b>Zip</b> 60439	<b>City</b> Lemont
			<b>State</b> IL
			<b>Zip</b> 60439
<b>Phone</b> 630-257-1550		<b>Phone</b>	<b>Fax</b>
<b>Attention:</b>		<b>Attention:</b>	

Qty	Description	Unit Price	Total
1	Canon 5235		
1	Canon 2225		
1	Canon 2225		
	*** Return of Toshiba Equipment ***		

**Networking Charges**

*\*Additional charges for networking will be applied after the first 2hrs at a \$100.00 hourly rate*

I (We) decline networking service.  \_\_\_\_\_

*\*Additional charges for networking will be billed at the rate of \$300 for the first 2hrs on site as a minimum, plus \$100 for every hour after that.*

**Sub Total:** \$ \_\_\_\_\_

**Applicable Tax:** \$ \_\_\_\_\_

**Networking:** \$ N/C \_\_\_\_\_

**Delivery/Installation:** \$ N/C \_\_\_\_\_

**Total:** \$ \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Proven Business Systems – 18450 Crossing Drive, Ste. D – Tinley Park, IL. 60447*

*Phone (708) 614 - 1770 Fax (708) 614 - 1760*



18450 Crossing Dr. Ste D.  
 Tinley Park, IL. 60487  
 Phone: (708) 614-1770  
 Fax: (708) 614-1760

## Maintenance Agreement

Customer: Lemont Police Department	
Contact:	
Phone: 630-257-2226	Fax:
Address: 14600 127 <sup>th</sup> Street	
City/State/Zip: Lemont IL 60439	

- CPC (Cost per Copy)** - Includes all parts, labor and supplies, excludes paper and staples.
- CDR (Drum & Roller)** - Includes all parts and labor, drums and rollers, excludes all other supplies.
- P&L (Parts & Labor)** - Excludes all supplies.

Model	Serial #	ID #	Meter
Canon c5235			
Canon 2225			
Canon 2225			

Duration 2/2014-2/2015

Unlimited Remote IT Support - Annually \$200.00  
 I Decline Remote IT Support

Annual Volume: \_\_\_\_\_

Annual Cost \_\_\_\_\_

Accessory Fee \_\_\_\_\_

FREIGHT/FUEL FEE \_\_\_\_\_

TOTAL \_\_\_\_\_

**Billing Term:**

Quarterly

Semi-Annual

Annual

Other

Images to be billed quarterly on usage @ .055 mono and .055 color

\_\_\_\_\_  
 (Authorized Customer Signature)

\_\_\_\_\_  
 Date

Proven Business Systems requires installation of network monitoring software to automatically retrieve page counts.  
 Leased equipment-Maintenance Agreement will run full term of lease and is non cancellable.

## Terms and Conditions

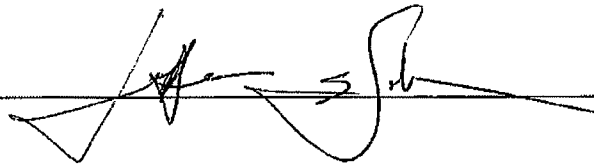
- 1) All contracts include the following: Unlimited service calls and all parts. Contracts exclude the following unless specified on the front of this contract:
  - Copiers: Drums, heater rollers, blades, developer, toner, toner bags, fuser oil, color supplies, staples and paper.
  - Fax Machines: Image cartridges, toner, fusers and paper.
- 2) Proven Business Systems, Inc. agrees to provide emergency and all maintenance service on the equipment and accessories described below for a period of one year from the date of this agreement. This maintenance agreement includes all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts except as follows:
  - a) Repairs resulting from causes other than normal use; Abuse or misuse by the operator, operator-inflicted damage to drums, use of supplies or spare parts that do not meet PBS, Inc. specifications and cause abnormal service problems.
  - b) Fire, accident, theft or damage to the machine due to repairs by someone other than an authorized PBS, Inc. representative.
  - c) Reconditioning, rebuilding or overhaul of equipment.
  - d) Changes of toner, paper, and image cartridges on fax machines or installation of accessories.
- 3) If replacement of a consumable item recommended by a PBS, Inc. service representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include and not be limited to developer, heater rollers, blades and drums.
- 4) PBS, Inc. shall not be responsible for the repairs or maintenance resulting from the use of supplies or parts not obtained from PBS, Inc. The quality of such parts and supplies varies widely and cannot be warranted by PBS, Inc.
- 5) PBS, Inc. shall not be responsible for delays, inability to provide service call due to strikes, accidents, embargoes, act of God or any other event beyond its control. All service under this agreement shall be rendered during normal working hours of 8:00A.M. to 5:00P.M. Monday through Friday.
- 6) Maintenance agreement charges are payable annually or at the expiration of copy limits, whichever ever comes first, as billed at minimum charges. PBS reserves the right to increase the price of any maintenance agreement after one year or at the expiration of copy limits.
- 7) If the customer does not pay all charges for maintenance or any miscellaneous outstanding invoices promptly when due, PBS, Inc. may a) refuse to service the equipment or b) furnish such on a "Per call" basis and will be charged for all labor, parts and supplies.
- 8) PBS, Inc. reserves the right to inspect all equipment to be covered under a maintenance agreement to determine that it is in good mechanical condition on the effective date of the agreement. Should the equipment require repair or overhaul prior to acceptance, such repairs, if requested, will be made at the hourly rates plus parts.
- 9) When in its sole discretion, PBS, Inc. determines a shop reconditioning or shop cleaning is necessary to keep the equipment in working condition, PBS, Inc. will submit to a customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, PBS, Inc. may discontinue service of the equipment under this agreement, or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "per call" basis at published rates.
- 10) This agreement is not refundable or transferable to a third party. If the equipment is traded in on new PBS, Inc. equipment, any unused portion of the yearly contract shall be prorated and applied toward the maintenance of the new equipment.
- 11) There will be a 5% service charge on all contracts that are billed on a semi-annual basis or on a credit card and a 10% service charge on contracts that are billed quarterly. Term billing subject to PBS, Inc. approval.
- 12) PBS, Inc. has the option of using new, compatible or recycled parts in maintaining the equipment, provided they meet or exceed manufacturer specifications.
- 13) This agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either partner not less than ninety days prior to any renewal date. Renewal prices are subject to change in accordance with current volume and current prices.
- 14) All contracts that include supplies are based on manufacturer's specified yield at 5% print or copy coverage. Any additional supplies beyond this spec will be charged to the customer at normal supply rates.
- 15) Excluded from this agreement are the print board and network interface card and any labor related to trouble-shoot network related functions, unless otherwise specified on front of this contract.
- 17) Customer agrees to provide suitable electrical service and maintain proper environmental conditions.
- 18) PBS reserves the right to charge .0035 cents per scan.
- 19) All equipment covered by this agreement must have a PBS approved, UL1449 surge protection device installed in line with the equipment or contract is voided in its entirety.

## **Proven Replacement Guarantee**

**\*If either Canon copier is out-of-service or requires off-site service, a loner copier will be provided at no additional charge same day.**

**\*If either Canon copier does not operate within the product specifications during the term of the lease, and if the equipment cannot be repaired to perform at the highest level, PBS will replace the system at no charge with a model of equal or better features and specifications.**

Jeff Johnson

A handwritten signature in black ink, appearing to read 'Jeff Johnson', written over a horizontal line.

Vice President

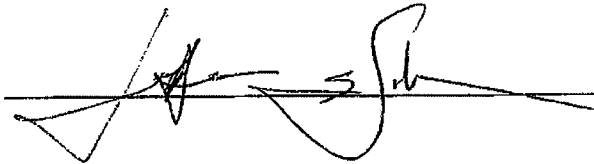
2-19-2014

**Proven Replacement Guarantee**

**\*If either Canon copier is out-of-service or requires off-site service, a loner copier will be provided at no additional charge same day.**

**\*If either Canon copier does not operate within the product specifications during the term of the lease, and if the equipment cannot be repaired to perform at the highest level, PBS will replace the system at no charge with a model of equal or better features and specifications.**

Jeff Johnson

A handwritten signature in black ink, appearing to read 'Jeff Johnson', written over a horizontal line.

Vice President

2-19-2014

**Group Exhibit B**

**Lease Agreements between the Village of Lemont  
and Proven Business Systems  
(Lemont Police Department and Lemont Public Works)**



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

18450 Crossing Drive, Suite D • Tinley Park, IL 60487 • Phone: 708.614.1770 • Fax: 708.614.1760

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Proven Business Systems, LLC.

**CUSTOMER INFORMATION**

FULL LEGAL NAME: Village of Lemont  
 STREET ADDRESS: 418 Main Street  
 CITY: Lemont STATE: IL ZIP: 60439 PHONE: 630-257-1550 FAX: \_\_\_\_\_  
 BILLING NAME (IF DIFFERENT FROM ABOVE): \_\_\_\_\_ BILLING STREET ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):  
 Lemont Public Works 16680 New Ave. Lemont IL 60439

**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES: Canon c5235 color copier system SERIAL NO.: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

See the attached Schedule A

**TERM AND PAYMENT SCHEDULE**

60 Payments\* of \$ 277.98 The lease contract payment ("Payment") period is monthly unless otherwise indicated. \*plus applicable taxes

**END OF LEASE OPTIONS**

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.  
 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. \_\_\_\_\_ Customer's Initials  
 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. \_\_\_\_\_ Customer's Initials

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

**LESSOR ACCEPTANCE**

Proven Business Systems, LLC  
 LESSOR SIGNATURE TITLE DATED

**CUSTOMER ACCEPTANCE**

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.  
 Village of Lemont  
 CUSTOMER (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D. # PRINT NAME

**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.  
 CUSTOMER (as referenced above) SIGNATURE TITLE DATE OF DELIVERY



1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date that you sign a certificate of acceptance of the Equipment. Transition Billing/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date, which shall be the 20th of each month. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment in accordance with this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may increase the Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of \$125.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may do as provided in either (A) or (B), as follows: (A) obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. No such loss or damage shall relieve you of your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. Your executed counterpart, transmitted electronically or otherwise, which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.



1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date that you sign a certificate of acceptance of the Equipment. Transition Billing/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date, which shall be the 20th of each month. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment in accordance with this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may increase the Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of \$125.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may do as provided in either (A) or (B), as follows: (A) obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. No such loss or damage shall relieve you of your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. Your executed counterpart, transmitted electronically or otherwise, which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** **YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **LAW, JURY WAIVER:** **Agreements, promises and commitments made by Lessor concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



AGREEMENT NO.

## NON-APPROPRIATION ADDENDUM

Addendum to Agreement # \_\_\_\_\_, dated \_\_\_\_\_, between Village of Lemont, as Customer and Proven Business Systems, LLC, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (c) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (d) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (e) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

**NON-APPROPRIATION:** If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**Proven Business Systems, LLC**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Village of Lemont**

\_\_\_\_\_  
Customer

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.