

# *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**

**March 10, 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 24, 2014 VILLAGE BOARD MEETING MINUTES**
    - 2. FEBRUARY 24, 2014 COMMITTEE OF THE WHOLE MEETING MINUTES**
  - B. APPROVAL OF DISBURSEMENTS**
  - C. RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL BANKING SERVICES WITH FIRST MIDWEST BANK**
  - D. RESOLUTION AUTHORIZING APPROVAL OF SUBMITTAL OF THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR APPLICATION**
- IV. MAYOR'S REPORT**
  - A. PROCLAMATION – NATIONAL ATHLETIC TRAINING MONTH (VV)**
  - B. PROCLAMATION – NATIONAL NUTRITION MONTH (VV)**
  - C. PUBLIC HEARING ANNUAL BUDGET 2014-15 FISCAL YEAR**
  - D. AUDIENCE PARTICIPATION**
- V. CLERK'S REPORT**
  - A. CORRESPONDENCE**
  - B. RESOLUTIONS**

- 1. RESOLUTION AUTHORIZING APPROVAL OF AN ENGINEERING AGREEMENT WITH ENGINEERING RESOURCE ASSOCIATES, INC. IN CONJUNCTION WITH THE IMTT CULVERT IMPROVEMENTS (PUBLIC WORKS)(BLATZER)(PUKULA)**
- 2. RESOLUTION APPROVING A COOPERATIVE FISHERY MANAGEMENT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (ADMINISTRATION)(REAVES)(SCHAFER)**

- VI. VILLAGE ATTORNEY REPORT**
- VII. VILLAGE ADMINISTRATOR REPORT**
- VIII. BOARD REPORTS**
- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION (RC)**
- XIII. ACTION ON CLOSED SESSION ITEM**
- XIV. MOTION TO ADJOURN (RC)**

**Minutes**  
**VILLAGE BOARD MEETING**  
**February 24, 2014**

The regular meeting of the Lemont Village Board was held on Monday, February 24, 2014, at 6:30 p.m., presided by Mayor Brian Reaves.

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

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

**III. CONSENT AGENDA**

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

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 O-14-14 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 O-15-14 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 O-16-14 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)

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

**IV. MAYOR'S REPORT**

A. The March 10<sup>th</sup> meeting will begin at 6:30 p.m.

B. We will be having a March 24<sup>th</sup> meeting.

C. The Mayor's Drive for Charity will be on Monday, April 28.

D. There is no sports complex update.

E. Proclamation – LHS Cheerleaders State Championship. Motion by Blatzer, seconded by Sniegowski, to approve said proclamation. 6 ayes.

**F. AUDIENCE PARTICIPATION**

1. Arlene Bergman – Asking you give residents a chance to vote on the sports complex.
2. Jim Ladas – Read letter to Mayor. Must stop drive to take us into debt and stop negotiations. Let us vote.
3. Janet Hughes – Thinks the project should be dropped and voters should decide on the future of Lemont taxes. Asking board from letter presented two weeks ago, what is the boards plan now?
4. Rick Ligthart – Encouraged the board to re-evaluate the project. Said we are not seeing the positive. (Mayor Reaves reiterated he is open to meet with people and that just as many people want to go forward with the project. It is a destination location and you have to have a draw. Revenue numbers based upon sales tax – people spending money in our jurisdiction has dropped 30% since 2007. Said he is trying to maintain what we have and get more people to come to town and wants to have everyone’s property values in town continue to rise and have a vibrant town. Every idea out there has been kicked around. What the sales tax does is helps the Village a little, but it helps the schools a lot.
5. Carol Lindstrom – You are asking for emails and calls – but you shut down those that want to vote. (Mayor Reaves said he wants to make it very clear that the bonds were form financing the project, not for building the project.)
6. Kevin Cliff – If we have to buy, buy American. Regarding land cleanup, he called the IEPA and was told Federal funds could be used to clean it. (Mayor Reaves responded, it depends what is done with it we can’t go to anyone until we know the costs.) Think it should go to vote of the people. I demand my vote.
7. Anita Olson – questioned when the water main breaks on Warner will be fixed. (This is scheduled to be replaced in the spring.)

**V. CLERK’S REPORT**

**A. CORRESPONDENCE**

**B. Resolution**

1. **Resolution R-8-14 Approving Agreements for Lease-Purchase and Maintenance of Copy Equipment.** Motion by Stapleton, seconded by Blatzer, to adopt said ordinance. Motion by Stapleton, seconded by Blatzer to adopt said ordinances and resolution. Roll Call: Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; 6 ayes. Motion passed.

**VI. VILLAGE ATTORNEY REPORT**

**VII. VILLAGE ADMINISTRATOR REPORT**

- A. At the March 10 and March 24 will be a public hearing for the budget.
- B. The Amnesty Program offered through March 1 for outstanding balances is coming to an end.



**VIII. BOARD REPORTS**

- A. Virgilio – The St. Patrick’s Day Parade is March 8. 12:30 lineup. Still taking entries – contact Donna at 30-243-2700. Congratulated Queen Bridget Lynn.

**IX. STAFF REPORTS**

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**XII. MOTION FOR EXECUTIVE SESSION**

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Collective Bargaining and Pending Litigation. 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 7:56 p.m. Voices vote 6 ayes. Motion passed.

**COMMITTEE OF THE WHOLE MEETING  
FEBRUARY 24, 2014**

A Meeting of the Village of Lemont Committee of the Whole was held on Monday, February 24, 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 7:57 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, Charity Jones, Mark LaChappell, Linda Molitor, Ralph Pukula, Chris Smith.

**III. UNFINISHED BUSINESS** – None.

**IV. DISCUSSION ITEMS**

**A. Capital Improvement Budget**

Discussion of the Capital Improvement Plan continued on the allocation of funds and projects.

**B. Special Event Permit Policies & Procedures**

Proposed changes to the policies and procedures for special event permits were discussed and reviewed. This is in an effort to establish clear and consistent guidelines for the special events process and allow for effective and timely reviews. Various fees were discussed and will be implemented.

**C. Lemont 2030 - Comprehensive Plan Update** – Will be discussed at March 10 COW Meeting.

**V. NEW BUSINESS** - None

Meeting adjourned at 10:30 PM.

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
Batch Date: 02/27/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> Clearing - Accounts Payable					
Check	02/27/2014	8124 Accounts Payable	United States Postal Service		1,370.92
Clearing Accounts Payable Totals:			Transactions: 1		<u>\$1,370.92</u>
Checks:		1	\$1,370.92		

Lemont, IL  
**Warrant list**

Bank Account: GMAT Grant - GMAT Grant  
 Batch Date: 03/04/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: GMAT Grant - GMAT Grant</b>					
Check	03/04/2014	10643 Accounts Payable	AT&T Illinois		364.24
	Invoice	Date	Description		Amount
		630Z9928210114	01/16/2014	630 Z99-2821 948 3	364.24
Check	03/04/2014	10644 Accounts Payable	Battle/Greater Metropolitan Auto Theft		3,363.27
	Invoice	Date	Description		Amount
		14-02-20	02/20/2014	reimbursement	3,363.27
Check	03/04/2014	10645 Accounts Payable	Illinois Department of Central Management Services		279.12
	Invoice	Date	Description		Amount
		T1421097	01/21/2014	T8889174 Dec 2013 comm svcs	279.12
Check	03/04/2014	10646 Accounts Payable	Jiffy Lube / Sound Billing		64.98
	Invoice	Date	Description		Amount
		121866	01/31/2014	repair	64.98
Check	03/04/2014	10647 Accounts Payable	Lexis Nexis Risk Data Management		75.85
	Invoice	Date	Description		Amount
		20140131	01/31/2014	1340445 searches	75.85
Check	03/04/2014	10648 Accounts Payable	Merchants Automotive Group		1,582.00
	Invoice	Date	Description		Amount
		LW 0030095	01/31/2014	LS007801 vehicle leases	1,582.00
Check	03/04/2014	10649 Accounts Payable	Motorola Solutions		954.00
	Invoice	Date	Description		Amount
		99604302013	06/01/2013	6008AC - Jun 13 service	477.00
		12454123113	02/01/2014	6008AC - Feb 2014 service	477.00
Check	03/04/2014	10650 Accounts Payable	Office Depot		84.97
	Invoice	Date	Description		Amount
		1649882497	01/17/2014	office supplies	84.97
Check	03/04/2014	10651 Accounts Payable	Quill Corporation		797.91
	Invoice	Date	Description		Amount

Lemont, IL  
**Warrant list**

Bank Account: GMAT Grant - GMAT Grant  
 Batch Date: 03/04/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	63448017	01/21/2014	C2135669		128.11
	8966444	01/23/2014	C2135669		80.98
	9167489	01/30/2014	C2135669		50.28
	9319110	02/05/2014	C2135669		57.98
	9252588	02/03/2014	C2135669		442.76
	8535102	01/09/2014	C2135669		37.80
Check	03/04/2014	10652 Accounts Payable	Ultra Strobe Communications, Inc.		1,895.55
	Invoice	Date	Description		Amount
	10488	02/10/2014	repair		1,895.55
GMAT Grant GMAT Grant Totals:			Transactions: 10		<u>\$9,461.89</u>
Checks:	10	\$9,461.89			

Lemont, IL  
**Warrant list**

Bank Account: GMAT Project - GMAT Project  
Batch Date: 03/04/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> GMAT Project - GMAT Project					
Check	03/04/2014	15110 Accounts Payable	Battle/Greater Metropolitan Auto Theft		3,308.54
	Invoice		Date	Description	Amount
	14-02-20 (2)		02/20/2014	reimbursement	3,308.54
Check	03/04/2014	15111 Accounts Payable	Copart		52.50
	Invoice		Date	Description	Amount
	15446903		01/21/2014	05 Chevy Venture	52.50
Check	03/04/2014	15112 Accounts Payable	Hatcher , Bessie		187.50
	Invoice		Date	Description	Amount
	14-02-11		02/11/2014	Battle office cleaning	62.50
	14-02-18		02/18/2014	Battle office cleaning	62.50
	14-02-25		02/25/2014	Battle office cleaning	62.50
Check	03/04/2014	15113 Accounts Payable	NCRC/IAATI Seminar		1,800.00
	Invoice		Date	Description	Amount
	2014		02/20/2014	9 registrations	1,800.00
GMAT Project GMAT Project Totals:			Transactions: 4		\$5,348.54
Checks:	4		\$5,348.54		

Lemont, IL  
**3.7.14 Warrant List**

Bank Account: Payroll - Payroll

Batch Date: 03/07/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account: Payroll - Payroll</b>					
Check	03/07/2014	1369 Accounts Payable	Community Chest of Lemont		16.00
	Invoice	Date	Description		Amount
	2014-00001591	03/05/2014	COM CHEST - Community Chest		16.00
Check	03/07/2014	1370 Accounts Payable	Great-West Life & Annuity Insurance Co.		25.00
	Invoice	Date	Description		Amount
	2014-00001594	03/05/2014	457 GW - 457 Great West		25.00
Check	03/07/2014	1371 Accounts Payable	Metropolitan Alliance of Police		297.00
	Invoice	Date	Description		Amount
	2014-00001597	03/05/2014	UD - Union Dues MAP 03		297.00
Check	03/07/2014	1372 Accounts Payable	Metropolitan Alliance of Police MAPS 33		82.50
	Invoice	Date	Description		Amount
	2014-00001598	03/05/2014	UDS - Union Dues MAP 04		82.50
Check	03/07/2014	1373 Accounts Payable	NCPERS		88.00
	Invoice	Date	Description		Amount
	2014-00001599	03/05/2014	LI - IMRF Voluntary Life Insurance		88.00
Check	03/07/2014	1374 Accounts Payable	Prepaid Legal Services		220.15
	Invoice	Date	Description		Amount
	2014-00001600	03/05/2014	PPLS - PrePaid Legal Service		220.15
Check	03/07/2014	1375 Accounts Payable	State Disbursement Unit		784.90
	Invoice	Date	Description		Amount
	2014-00001601	03/05/2014	CS - Child Support		784.90
Check	03/07/2014	1376 Accounts Payable	Village of Lemont Police Pension Fund		7,777.46
	Invoice	Date	Description		Amount
	2014-00001602	03/05/2014	PP - Police Pension		7,777.46
Check	03/07/2014	1377 Accounts Payable	Waddell & Reed, Inc.		2,921.07
	Invoice	Date	Description		Amount
	2014-00001603	03/05/2014	457 WR - 457 Waddell & Reed*		2,921.07

Lemont, IL  
**3.7.14 Warrant List**

Bank Account: Payroll - Payroll

Batch Date: 03/07/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	03/07/2014	3147 Accounts Payable	Discovery Benefits	071001737 / 3800019461	608.07
	Invoice		Description		Amount
		2014-00001592	03/05/2014	FSA - Flexible Spending*	608.07
EFT	03/07/2014	3148 Accounts Payable	ICMA Retirement Trust - 457	052000113 / 42538001	1,000.38
	Invoice		Description		Amount
		2014-00001595	03/05/2014	457 IC - 457 ICMA Retirement *	1,000.38
Payroll Payroll Totals:			Transactions: 11		\$13,820.53
	Checks:	9	\$12,212.08		
	EFTs:	2	\$1,608.45		



Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
<b>Bank Account:</b> Clearing - Accounts Payable					
Check	03/10/2014	8126 Accounts Payable	3SI Security Equipment Inc		850.00
	Invoice	Date	Description		Amount
	0000340142	02/07/2014	Tracking System		850.00
Check	03/10/2014	8127 Accounts Payable	Airgas USA, LLC		154.87
	Invoice	Date	Description		Amount
	9024360625	02/11/2014	Welding Tank Refill		154.87
Check	03/10/2014	8128 Accounts Payable	AmAudit		7.95
	Invoice	Date	Description		Amount
	1181	03/01/2014	Feb 2014 utility audit contingency pmt		7.95
Check	03/10/2014	8129 Accounts Payable	AT&T Illinois		1,274.82
	Invoice	Date	Description		Amount
	63024316090214	02/13/2014	630 243-1609 403 9 kohls-target l/s		56.80
	63024304480214	02/13/2014	630 243-0448 146 1 chestnut crossing l/s		64.82
	63024304590214	02/13/2014	630 243-0459 681 3 oak tree l/s		71.03
	63024312300214	02/13/2014	630 243-1230 805 2 eagle ridge l/s		67.63
	63024314680214	02/13/2014	630 243-1468 926 9 parking garage		139.83
	63024317390214	02/13/2014	630 243-1739 155 8 well #6		142.59
	63024373750214	02/13/2014	630 243-7375 749 4 art & culture commission		90.96
	63025719820214	02/25/2014	630 257-1982 589 2 ruffled fthrs l/s		65.97
	63025704360214	02/25/2014	630 257-0436 056 6 glens of connemara l/s		67.63
	63025722900214	02/25/2014	630 257-2290 820 6 well #3		126.28
	63025795390214	02/25/2014	630 257-9539 074 6 keepataw trails l/s		64.53
	63025724740214	02/25/2014	630 257-2474 474 0 p.d. phone line		179.79
	63025752720214	02/25/2014	630 257-5272 181 8 metra station		82.34
	630257664210214	02/25/2014	630 257-6421 123 8 well #5		54.62
Check	03/10/2014	8130 Accounts Payable	Avalon Petroleum Company		17,617.29
	Invoice	Date	Description		Amount
	012417	02/09/2014	1414 gals dsl fuel		5,146.96
	552135	02/07/2014	1855 gals unl fuel		5,592.83
	014674	02/17/2014	400 gals dsl fuel		1,514.00

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		449786	02/17/2014	1700 gals unl fuel	5,363.50
Check	03/10/2014	8131 Accounts Payable	Avaya Financial Services		918.81
		Invoice	Date	Description	Amount
		24753407	03/02/2014	753-1285532-003 - phone system lease	918.81
Check	03/10/2014	8132 Accounts Payable	Azavar Audit Solutions		2,252.95
		Invoice	Date	Description	Amount
		9977	03/01/2014	Mar 2014 utility audit contingency pmt	2,252.95
Check	03/10/2014	8133 Accounts Payable	B & W Truck Repair Inc.		10,755.36
		Invoice	Date	Description	Amount
		000037606	02/07/2014	Repair 1012	2,077.14
		000037608	02/03/2014	Repair 1131	2,098.60
		000037631	02/13/2014	Repair 108	2,136.54
		000037617	02/07/2014	Repair 1135	1,811.24
		000037578	02/06/2014	Repair 118	1,867.88
		000037614	02/05/2014	Repair 108	763.96
Check	03/10/2014	8134 Accounts Payable	Ballard , Thomas		86.37
		Invoice	Date	Description	Amount
		14-02-25	02/25/2014	reimbursement - subway meeting food	65.25
		14-02-28	02/28/2014	reimbursement - IFSI exercise	21.12
Check	03/10/2014	8135 Accounts Payable	Bourbonnais Supply Inc.		1,532.00
		Invoice	Date	Description	Amount
		161910	02/21/2014	parts	1,532.00
Check	03/10/2014	8136 Accounts Payable	Brett Equipment		69.75
		Invoice	Date	Description	Amount
		232137	02/11/2014	Parts	69.75
Check	03/10/2014	8137 Accounts Payable	Bristol Hose & Fitting		97.61
		Invoice	Date	Description	Amount
		00343675	02/10/2014	Supplies	97.61
Check	03/10/2014	8138 Accounts Payable	CALEA		130.00

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	INV14773		02/19/2014	CACE updates	130.00
Check	03/10/2014	8139 Accounts Payable	Call One		1,520.99
	Invoice		Date	Description	Amount
	14-02-15		02/15/2014	1010-7801-0000 v.h., p.d., p.w. phones	1,520.99
Check	03/10/2014	8140 Accounts Payable	Car Reflections		195.00
	Invoice		Date	Description	Amount
	14-150		02/20/2014	vehicle maintenance	195.00
Check	03/10/2014	8141 Accounts Payable	Carey C. Cosentino, PC		2,000.00
	Invoice		Date	Description	Amount
	14-03-01		03/01/2014	February 2014 legal	2,000.00
Check	03/10/2014	8142 Accounts Payable	Chicago Parts Sound, LLC		195.01
	Invoice		Date	Description	Amount
	575251		02/18/2014	parts	92.49
	577160		02/26/2014	parts	102.52
Check	03/10/2014	8143 Accounts Payable	Chipain's Finer Foods		47.55
	Invoice		Date	Description	Amount
	14-03-01		03/01/2014	coffee supplies	47.55
Check	03/10/2014	8144 Accounts Payable	Cintas Document Management		71.63
	Invoice		Date	Description	Amount
	DD25239653		02/14/2014	v.h. shredding	71.63
Check	03/10/2014	8145 Accounts Payable	College of DuPage		50.00
	Invoice		Date	Description	Amount
	4492		02/14/2014	Training Chief	50.00
Check	03/10/2014	8146 Accounts Payable	Comcast Cable		235.85
	Invoice		Date	Description	Amount
	14/02-1615		02/24/2014	8771 20 147 0001615 v.h. cable TV	29.76
	14/02-8896		02/22/2014	8771 20 147 0138896 p.w. cable/internet	206.09
Check	03/10/2014	8147 Accounts Payable	ComEd		4,562.81

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	14-02-0229		02/15/2014	0171030229 - street lights - athen knoll	47.26
	14-02-2027		02/19/2014	6235062027 - street lights - rolling mdw dr	4,515.55
Check	03/10/2014	8148 Accounts Payable		Cook County Department of Public Health	3,480.00
	Invoice		Date	Description	Amount
	14-01-30		01/30/2014	Oct-Dec 2013 health inspections	3,480.00
Check	03/10/2014	8149 Accounts Payable		Cross Points Sales, Inc.	585.00
	Invoice		Date	Description	Amount
	19723		02/14/2014	3 fire alarm system leases - 2nd quarter - 416 Main	585.00
Check	03/10/2014	8150 Accounts Payable		De Lage Landen Public Finance	602.00
	Invoice		Date	Description	Amount
	40483332		02/25/2014	629642 - Canon copiers	602.00
Check	03/10/2014	8151 Accounts Payable		DuPage County OHSEM	105.00
	Invoice		Date	Description	Amount
	14-03-05		03/05/2014	2014 weather seminar - 3/15/14, 3 attendees	105.00
Check	03/10/2014	8152 Accounts Payable		EJ USA, Inc.	965.12
	Invoice		Date	Description	Amount
	3685704		02/22/2014	repair parts	559.16
	3685535		02/01/2014	repair parts	405.96
Check	03/10/2014	8153 Accounts Payable		Fastenal Company	403.58
	Invoice		Date	Description	Amount
	ILROM41874		02/17/2014	hardware	403.58
Check	03/10/2014	8154 Accounts Payable		FedEx	124.14
	Invoice		Date	Description	Amount
	2-563-65118		02/19/2014	shipping	59.57
	2-556-17524		02/12/2014	3612-5837-1 - shipping	64.57
Check	03/10/2014	8155 Accounts Payable		Fleet Safety Supply	70.14
	Invoice		Date	Description	Amount
	59740		02/25/2014	parts	70.14

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/10/2014	8156 Accounts Payable	Guaranteed Technical Services And Consulting, Inc.		875.00
	Invoice	Date	Description		Amount
	2011692	02/26/2014	I.T. Support		875.00
Check	03/10/2014	8157 Accounts Payable	Illinois Drug Enforcement Officers Assn		720.00
	Invoice	Date	Description		Amount
	14-02-21	02/21/2014	IDEOA conference - Mezyk, Jonikas, Salinas		720.00
Check	03/10/2014	8158 Accounts Payable	Illinois State Police		144.40
	Invoice	Date	Description		Amount
	14-03-04	03/04/2014	fingerprinting - Cost Center: 1600 ORI: IL016600L		144.40
Check	03/10/2014	8159 Accounts Payable	JCM Uniforms		109.98
	Invoice	Date	Description		Amount
	688686	02/13/2014	TSO Uniforms		109.98
Check	03/10/2014	8160 Accounts Payable	La Grange Lock & Safe		307.40
	Invoice	Date	Description		Amount
	08949	02/26/2014	adj Metra station rear door lock		60.00
	18579	02/26/2014	install Metra station office door locks		247.40
Check	03/10/2014	8161 Accounts Payable	Lemont Ace Hardware		82.78
	Invoice	Date	Description		Amount
	14-02-28	02/28/2014	3960 - Feb 2014 purchases		58.51
	14-02-28 (2)	02/28/2014	3962 - Feb 2014 purchases		24.27
Check	03/10/2014	8162 Accounts Payable	Leo & Sons Carpet Cleaning		1,205.00
	Invoice	Date	Description		Amount
	19318, 19	02/21/2014	dry out carpet after roof leak		1,205.00
Check	03/10/2014	8163 Accounts Payable	Menards		110.61
	Invoice	Date	Description		Amount
	36577	02/13/2014	shelving		25.02
	36495	02/12/2014	shelving		85.59
Check	03/10/2014	8164 Accounts Payable	Metropolitan Fire Protection, Inc.		4,085.00

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	31886		11/05/2013	fire alarm test - 310 River St Pkg Garage	360.00
	31884		11/05/2013	fire alarm test - 418 Main	375.00
	31883		11/05/2013	fire alarm test - Safety Village	250.00
	31896		11/06/2013	sprinkler inspection - Safety Village	350.00
	31899		11/06/2013	sprinkler inspection - Public Works	250.00
	31882		11/05/2013	fire alarm test - Public Works	490.00
	31891		11/05/2013	fire alarm test - Well #3	165.00
	31890		11/05/2013	fire alarm test - Well #4	165.00
	31889		11/05/2013	fire alarm test - Well #6	165.00
	31888		11/05/2013	fire alarm test - Main St lift station	165.00
	31885		11/05/2013	fire alarm test - 416 Main	435.00
	31887		11/05/2013	fire alarm test - P.D. facility	640.00
	31920		11/06/2013	sprinkler inspection - P.D. facility	275.00
Check	03/10/2014	8165 Accounts Payable		Minuteman Press of Orland Park	65.96
	Invoice		Date	Description	Amount
	5519		02/14/2014	Field Directories	65.96
Check	03/10/2014	8166 Accounts Payable		Monroe Truck Equipment	562.38
	Invoice		Date	Description	Amount
	301762		02/18/2014	parts	531.42
	301935		02/12/2014	parts	30.96
Check	03/10/2014	8167 Accounts Payable		Napa Auto Parts	229.69
	Invoice		Date	Description	Amount
	528205		02/19/2014	parts	41.21
	526893		02/04/2014	parts	31.27
	529036		02/28/2014	parts	157.21
Check	03/10/2014	8168 Accounts Payable		NiCor Gas	209.84
	Invoice		Date	Description	Amount
	14/02-0043 0		02/14/2014	69-22-85-0043 0 ruffled fthrs l/s	78.81
	14/02-8700 1		02/19/2014	93-56-54-8700 1 smith farms l/s	24.60
	14/02-9378 5		02/14/2014	25-59-90-9378 5 well #6	82.57

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	14/02-9589 2		02/20/2014	37-62-87-9589 2 target-kohls l/s	23.86
Check	03/10/2014	8169 Accounts Payable	North American Salt Co.		4,417.18
	Invoice		Date	Description	Amount
	71126717		02/12/2014	salt	2,201.62
	71134589		02/24/2014	salt	2,215.56
Check	03/10/2014	8170 Accounts Payable	OfficeMax Incorporated		306.02
	Invoice		Date	Description	Amount
	029710		02/24/2014	office supplies	192.36
	845251		02/14/2014	recorder mic battery	7.40
	844987		02/14/2014	supplies for employee handbook	103.64
	111275		02/26/2014	v.h. office supplies	4.58
	111161		02/25/2014	v.h. office supplies	(1.96)
Check	03/10/2014	8171 Accounts Payable	Otis Elevator Co		3,514.86
	Invoice		Date	Description	Amount
	CYS05747314		02/20/2014	CYS05747 - 3/1/14 to 2/28/15 maintenance contract	3,514.86
Check	03/10/2014	8172 Accounts Payable	PDC Laboratories		3,510.00
	Invoice		Date	Description	Amount
	762328		02/15/2014	Sample testing	3,510.00
Check	03/10/2014	8173 Accounts Payable	Pinner Electric Co		800.00
	Invoice		Date	Description	Amount
	24180		01/30/2014	Jan 2014 traffic signal maintenance	400.00
	24260		02/28/2014	B8819 - traffic signal maintenance	400.00
Check	03/10/2014	8174 Accounts Payable	Quinlan Security Systems		521.40
	Invoice		Date	Description	Amount
	14046		03/01/2014	maintenance agreement	521.40
Check	03/10/2014	8175 Accounts Payable	Rag's Electric		108.50
	Invoice		Date	Description	Amount
	9281		02/12/2014	office light repair	108.50
Check	03/10/2014	8176 Accounts Payable	Rainbow Printing		3,065.85

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	410298		02/20/2014	#10 utility bill window envelopes	149.95
	410321		02/28/2014	March 2014 newsletter printing	2,855.95
	410303		02/21/2014	business cards - jonikas	59.95
Check	03/10/2014	8177 Accounts Payable	Rod Baker Ford		3,913.24
	Invoice		Date	Description	Amount
	126134		02/19/2014	parts	60.25
	C47088		02/18/2014	repair PD 1103	3,839.59
	125999		02/12/2014	parts	13.40
Check	03/10/2014	8178 Accounts Payable	Romanowski , Paul		75.00
	Invoice		Date	Description	Amount
	2182014		02/18/2014	Quarryman Challenge website and flyer/postcard edits	75.00
Check	03/10/2014	8179 Accounts Payable	Royal Plumbing, Inc.		1,600.00
	Invoice		Date	Description	Amount
	3386		02/11/2014	thaw frozen water line	900.00
	3445		02/18/2014	thaw frozen pipe - 5 Kettering Ln	700.00
Check	03/10/2014	8180 Accounts Payable	Rush Truck Centers		3.00
	Invoice		Date	Description	Amount
	13063501		01/02/2014	parts	122.98
	CM13063501		02/19/2014	returned part	(119.98)
Check	03/10/2014	8181 Accounts Payable	Rzonca , James		235.00
	Invoice		Date	Description	Amount
	942201		02/03/2014	repair drywall	235.00
Check	03/10/2014	8182 Accounts Payable	ServiceMaster By Bouck		2,685.00
	Invoice		Date	Description	Amount
	57140362		03/01/2014	Mar 2014 janitorial service	2,550.00
	57140362 (2)		03/01/2014	janitorial supplies	135.00
Check	03/10/2014	8183 Accounts Payable	Southwest Central Dispatch		24,811.70
	Invoice		Date	Description	Amount



Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	14-02-20		02/20/2014	10-1201-513 - Mar 2014 assessment	24,811.70
Check	03/10/2014	8184 Accounts Payable	Standard Insurance Company		1,157.53
	Invoice		Date	Description	Amount
	14-02-14		02/14/2014	Mar 2014 short-term disability ins prems	1,157.53
Check	03/10/2014	8185 Accounts Payable	Surefire Auto Parts		493.81
	Invoice		Date	Description	Amount
	338205		01/30/2014	supplies	(56.47)
	338204		01/30/2014	supplies	26.90
	339262		02/07/2014	Parts	107.98
	339990		02/12/2014	Parts	10.58
	340073		02/13/2014	Parts	41.30
	340263		02/14/2014	Parts	12.76
	340541		02/17/2014	Parts	302.74
	340619		02/17/2014	Parts	(51.00)
	342260		02/28/2014	parts	28.00
	342091		02/27/2014	parts	40.00
	333994		01/03/2014	supplies	31.02
Check	03/10/2014	8186 Accounts Payable	Tap Publishing Company		274.57
	Invoice		Date	Description	Amount
	1841480-20140130		01/30/2014	1604390000LEMONTGE00 - 4 Weathertap.com subscriptions	274.57
Check	03/10/2014	8187 Accounts Payable	Urban Forest Management, Inc.		362.50
	Invoice		Date	Description	Amount
	140110		02/14/2014	Case 13-11	362.50
Check	03/10/2014	8188 Accounts Payable	US Department of Treasury		828.32
	Invoice		Date	Description	Amount
	14-02-26		02/26/2014	3rd qtr 941 - 36-6005968	828.32
Check	03/10/2014	8189 Accounts Payable	Village of Orland Park		195.00
	Invoice		Date	Description	Amount
	11360		02/18/2014	prisoner care	195.00
Check	03/10/2014	8190 Accounts Payable	Vision Service Plan		1,148.16

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable

Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	14-02-18		02/18/2014	Mar 2014 vision ins premiums	1,148.16
Check	03/10/2014	8191 Accounts Payable	Wall , Tim		42.00
	Invoice		Date	Description	Amount
	4279		03/01/2014	website maintenance	42.00
Check	03/10/2014	8192 Accounts Payable	Warehouse Direct Workplace Solutions		186.08
	Invoice		Date	Description	Amount
	2233990-0		02/19/2014	supplies	186.08
Check	03/10/2014	8193 Accounts Payable	Waste Management		51.84
	Invoice		Date	Description	Amount
	4808234-2007-4		03/01/2014	801-1096174-2007-9 - Metra Lot	51.84
Check	03/10/2014	8194 Accounts Payable	Water Resources Inc.		1,774.55
	Invoice		Date	Description	Amount
	28472		02/13/2014	Meters	1,774.55
Check	03/10/2014	8195 Accounts Payable	West Side Tractor Sales		245.92
	Invoice		Date	Description	Amount
	N98806		02/24/2014	parts	245.92
Check	03/10/2014	8196 Accounts Payable	WEX Fleet Universal		552.55
	Invoice		Date	Description	Amount
	35960712		02/28/2014	retail fuel purchases	552.55
Check	03/10/2014	8197 Accounts Payable	Wolfe , John		159.95
	Invoice		Date	Description	Amount
	290841		02/19/2014	tool	159.95
Check	03/10/2014	8198 Accounts Payable	Zee Medical Inc.		93.20
	Invoice		Date	Description	Amount
	0100142646		02/26/2014	first aid supplies	93.20
Check	03/10/2014	8199 Accounts Payable	Merced Consulting, Inc.		1,000.00
	Invoice		Date	Description	Amount

Lemont, IL  
**Warrant list**

Bank Account: Clearing - Accounts Payable  
Batch Date: 03/10/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		2013-00010716	02/27/2014	refund clean up deposit - 1052 State St, Lemont	1,000.00
Check	03/10/2014	8200 Accounts Payable	Sagotz , Carrie		24.00
		Invoice	Date	Description	Amount
		14-03-04	03/04/2014	refund amount overcharged for vehicle stickers	24.00
Check	03/10/2014	8201 Accounts Payable	Target Corporation		5.00
		Invoice	Date	Description	Amount
		14-03-04	03/04/2014	refund amount overpaid for fingerprinting for Anastasia Collins	5.00
Clearing Accounts Payable Totals:			Transactions: 76		\$117,831.37
	Checks:	76	\$117,831.37		

# Village Board

## Agenda Memorandum

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**To:** Mayor & Village Board

**From:** George Schafer, Village Administrator  
Chris Smith, Finance Director  
Ted Friedley, Financial Analyst

**Subject:** Resolution Approving an Agreement for Professional Banking Services with First Midwest Bank.

**Date:** March 6, 2014

### **BACKGROUND/HISTORY**

On Friday November 8, 2013, the Village issued a Request for Proposals (RFP) for Banking Services. The RFP was posted on the Village's website and nine Banks were sent the proposals via email. The objectives of the proposal were to engage in a five year contract because the existing contract expired and to ensure that the Village is receiving the highest quality banking services at a competitive price. In addition to the banking services, staff was also looking for a financial partner to meet all the Village's future needs.

On November 19, 2013 staff hosted a pre bid mandatory meeting to address any questions posted. Eight banks attended the meeting. The RFP did include local presence as preferred; however, due to the evolving technology staff felt that this was not a mandatory requirement. The only mandatory requirement was that proposal contained a five year fixed pricing structure and that the collateralization adhere to the Financial Policy adopted by the Village Board.

### **DISCUSSION**

The banking proposals were due to the Finance office on December 9, 2013. The following six banks submitted proposals:

1. MB Financial
2. First Midwest
3. BMO Harris
4. Marquette
5. First Community
6. Chase

On January 27, 2014 staff presented to the Board the RFP results and recommended First Midwest Bank. Staff called references and the bank was highly recommended.

### **RECOMMENDATION:**

Staff recommends that the Village Board adopt the attached Resolution Approving an Agreement for Professional Banking Services with First Midwest Bank.

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

**A Resolution Approving an Agreement for Professional Banking Services with First Midwest Bank**

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

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

**WHEREAS**, after Village staff conducted a thorough review of all proposals and contacted references, Village staff has recommended awarding the agreement to First Midwest Bank; and

**WHEREAS**, the President and Board of Trustees desire to enter into an Agreement for Professional Banking Services (“Agreement”) with First Midwest Bank, a copy of which is attached as Exhibit A and incorporated in its entirety; and

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

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

**Section Two:** The Mayor, Village Administrator and/or Village Attorney are authorized to execute the Agreement and to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 10<sup>th</sup> day of March, 2014.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____

**Paul Chialdikas**  
**Clifford Miklos**  
**Ron Stapleton**  
**Rick Sniegowski**  
**Jeanette Virgilio**

\_\_\_\_\_  
\_\_\_\_\_  
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**BRIAN K. REAVES**  
**President**

ATTEST:

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

**Village of Lemont  
418 Main St  
Lemont, ILLINOIS 60439**

## **Banking Services Agreement**

**With:  
First Midwest Bank  
300 N. Hunt Club Road  
Gurnee, IL 60031  
847-739-3841**

**Note:** This cover sheet is an integral part of the Banking Services Agreement and is, as are the following documents, part of any contract executed between the Village of Lemont and First Midwest Bank. Do not detach any portion of this document. Invalidation could result.

### **CONTRACT SCOPE AND BACKGROUND**

The **Village of Lemont** ("Village") is contracting with **First Midwest Bank** ("Bank") to provide professional banking services **as per Bank's proposal dated December 9, 2013 (Attachment One), which was submitted pursuant to the Village's Request for Proposals for Banking Services (Attachment Two)**, as published by the Village. All terms and conditions of Attachment One and Attachment Two apply to this Contract (the Bank's proposal dated December 9, 2013, the Village's Request for Proposals for Banking Services, and this Contract shall be hereinafter referred to as the "**Banking Services Agreement**").

### **GENERAL MINIMUM SPECIFICATIONS**

By signature on this contract, the Bank is acknowledging its responsibility for being familiar with all conditions, instructions, specifications and other terms contained in the Banking Services Agreement. Bank's submission of its quotes in Attachment One shall be deemed certification that the Bank has taken all steps necessary to become fully informed as to the nature and scope of the services to be provided, expectations, conditions, requirements, specifications, and the accuracy of estimates as to costs and personnel required under the Banking Services Agreement. Failure to have taken such steps will not: a) secure relief on a plea of error or mistake; b) excuse the Bank from performance of their duties and obligations imposed under the terms of the Banking Services Agreement; c) serve as a basis for modifying the Banking Services Agreement in any way; or, d) justify any request for additional compensation.

### **INDEMNIFICATION**

To the fullest extent permitted by law, Bank shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Bank's (including Bank's employees, agents, officers, directors, and anyone directly or indirectly employed by Bank or anyone for whose acts Bank may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Banking Services Agreement; and, d) performance under the Banking Services Agreement. In connection with any such liabilities, the Village of Lemont, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Bank shall be solely liable for all costs, fees and expenses of such defense. Any collateral or insurance requirements under the Banking Services Agreement shall in no way limit the extent of Bank's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of the Banking Services Agreement.

### **NON-DISCRIMINATION**

- A. The Bank shall, as a party to a public contract:
1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  2. Certify that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the



Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. The Bank shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

C. The Bank certifies that a written sexual harassment policy has been adapted and explains the rights and remedies for victims, in the manner and form required pursuant to Section 2-105 of the Illinois Human Rights Acts (775 ILCS 5/2 – 105).

#### **COMPLIANCE WITH LAWS**

A. Bank shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, Smoke Free Illinois Act; USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Lemont. Bank shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Bank shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this the Banking Services Agreement. The relevant provisions will be fully incorporated into the Banking Services Agreement by reference and set forth in full.

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

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

as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Bank's request to utilize a lawful exemption to the Village.

### **PRICING**

Attachment One contains prices for which Bank will perform certain services pursuant to this Banking Services Agreement. By executing this Banking Services Agreement, Bank acknowledges that all prices contained in Attachment One are accurate.

### **MISCELLANEOUS TERMS**

#### **A. Assignment.**

Bank shall not assign this Agreement or any portion thereof.

#### **B. Governing Law.**

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

#### **C. Captions.**

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction or interpretation of this Agreement.

#### **D. Entire Agreement.**

The Banking Services Agreement contain all negotiations, agreements, covenants and understandings between the Parties and supersede any such prior written or oral agreement. The Banking Services Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

#### **E. Waiver.**

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of the Banking Services Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

#### **F. Third Party Beneficiaries.**

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Bank.

#### **F. Survival.**

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

G. Effective Date.

The Effective Date of this Contract shall be that date stated on the signature page of this contract.

**ACKNOWLEDGMENT AND SIGNATURE:**

***BY SIGNING THIS DOCUMENT, FIRST MIDWEST BANK AFFIRMS THAT IT:***

1. has carefully examined the Banking Services Agreement referred to or mentioned herein, and, has considered and evaluated the factors which may affect cost, progress, performance and completion of this Contract or any aspect of the means, methods, techniques, sequences and procedures to be employed thereto;
2. is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the contract; and
3. is aware of the general nature of the services to be performed for the Village and is guaranteeing that it can provide those services as detailed in the Banking Services Agreement.

Signed and sworn this \_\_\_ day of \_\_\_\_\_, 2014, by a duly authorized agent of:

**First Midwest Bank**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title or Position)

Business address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the Village of Lemont, Illinois by Brian K. Reaves, Mayor, and the BANK have hereunto set their hands **this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

**THE VILLAGE OF LEMONT, ILLINOIS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Brian K. Reaves, Mayor

Attest: \_\_\_\_\_  
Charlene Smollen, Village Clerk

**END OF DOCUMENT**

# **Attachment One**



**FINANCE DEPARTMENT**

**BANKING SERVICES**

**Mandatory Pre-Proposal Meeting**

**Tuesday, November 19, 2013 at 11:00 AM**

**Village Hall Board Room**

**DUE DATE:**

**Monday, December 9, 2013 by 2:00 PM**

**Village of Lemont**

**418 Main Street**

**Lemont, Illinois 60439**

**Christina Smith**

Finance Director

630-257-1592



Nadine Johnson, CTP  
300 N. Hunt Club Road  
Gurnee, IL 60031  
Phone: 847-739-3841  
Fax: 847-739-3895  
[nadine.johnson@firstmidwest.com](mailto:nadine.johnson@firstmidwest.com)

December 9, 2013

Chris Smith, Finance Director  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

RE: Proposal for Banking Services

Dear Ms. Smith:

First Midwest Bank is pleased to present the following proposal for Banking Services to the Village of Lemont, we are confident that we can meet your needs and deliver solutions to help you achieve your goals. In reviewing our proposal, we trust you will find that First Midwest is truly focused on providing a mutually beneficial banking relationship, along with honoring a commitment to provide financial solutions to help you achieve your objectives.

We offer local management, service, and responsibility for your account through a team of public fund banking experts. We focus solely on meeting the needs of our public sector clients. Our team is excited about the opportunity to partner with the Village of Lemont, as we understand the unique needs and current challenges of public entities.

Our Mission Statement guides each person at First Midwest to assume personal responsibility for delivering quality service and creating significant value in fulfilling your needs. We continually work to understand the intricate details of your banking needs and to design a cash flow management solution that optimizes financial controls, disburses funds efficiently, collects funds rapidly and invests funds prudently.

The success of institutions such as the Village of Lemont and its people bring our success at First Midwest.

If there are any questions regarding this proposal, or should you need further details, please do not hesitate to contact me at 847-739-3841.

Thank you for this opportunity!

Sincerely,

Nadine Johnson, CTP  
Vice President  
Public Fund Banking

## Section I – General Information

- a. **Introduction and Mandatory Requirements** - The Village of Lemont, Illinois (“the Village”) is requesting proposals to ensure the Village is receiving the highest quality banking services at a competitive price. The Village’s expectation upon completion of the Request for Proposal (RFP) process is to enter into a five (5) year contract, with the option for the Village to renew annually for an additional five (5) one year periods.

Fees specified in this proposal will remain fixed for the duration of the initial 5-year contract period. Banking service charge adjustments for each optional renewal period (years 6 – 10) may be proposed but may not exceed the lesser of 5% or the Consumer Price Index (CPI) as of December of the preceding year.

Proposals should demonstrate the proposer bank’s cost effective and innovative approach to today’s banking needs as well as the rapidly changing demands of the future.

In accordance with the Village of Lemont’s Investment Policy (Appendix C), the Village will not maintain funds in any financial institution that is not a member of the FDIC system. Furthermore, the Village will not maintain funds in a financial institution that is unwilling or incapable of posting the required collateral for funds in excess of the FDIC insurable limits.

It is the policy of the Village to maintain investment and operating accounts locally whenever possible, though the depository bank will ultimately be selected on the basis of high quality products and services and maximizing earnings.

- b. **Account Description** – The Village was incorporated in 1873 and has a population of 16,000 according to the 2010 census. Lemont is a non-home rule municipality under Illinois law. The Village is located approximately 28 miles southwest of Chicago in Cook, Will and DuPage Counties. The Village employs approximately 70 full-time and part-time staff members. The Village’s fiscal year begins on May 1 and ends on April 30.
- c. **Public Records** - The documents submitted in response to this request for proposals become a public record upon submission to the Village, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of the law. If the Village receives a request for inspection or copying of any such documents, it will promptly notify the organization that submitted the documents to the Village (by e-mail and by fax if fax number is available) and upon the written request of the organization, received by the Village within three (3) days of the original request for information, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The Village assumes no contractual obligation to enforce any exemption.
- d. **RFP Schedule**

November 8, 2013		Distribution of RFP
November 19, 2013	11:00AM	Mandatory Pre-Proposal Meeting
<b>December 9, 2013</b>	<b>2:00 PM</b>	<b>RFP Sealed Responses Due to Village</b>



December 16, 2013		Initial Evaluation Complete
January 7, 2014		Optional Interviews (at the option of Village)
January 27, 2014		Recommendation of award to Village Board
May 1, 2014		Implementation Date of Contract

- e. **Questions Regarding the RFP** - Requests for clarification or additional information should be asked at the Mandatory Pre-Proposal Conference or e-mailed in advance of the Pre-Proposal Conference to Chris Smith, [csmith@lemont.il.us](mailto:csmith@lemont.il.us).
- f. **RFP Amendments** - In the event of a material modification, all known and/or potential proposers will be notified of an amendment to this RFP. If deemed necessary by the Village, proposers will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.
- g. **Proposal Submission** – Each proposer must submit one (1) original and four (4) copies of their proposal. In addition, an electronic copy of the proposal and any supporting documentation must be submitted on CD-ROM. The complete proposal package must be submitted in a sealed envelope, clearly identified as “PROPOSAL FOR BANKING SERVICES.” The proposals may be mailed or delivered to:

Chris Smith, Finance Director  
418 Main Street  
Lemont, IL

Proposals must be submitted by 2:00 p.m. on December 9, 2013.

Proposers accept all risks of late delivery of mailed proposals regardless of fault. Facsimile and other electronically transmitted proposals will not be considered. All proposals and accompanying documentation will become the property of the Village and will not be returned.

- h. **Terms and Conditions** –
1. The Village reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Village also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items. The Village reserves the right to request clarification of information from any vendor or to request supplemental material deemed necessary to assist in the evaluation of the proposal. The Village reserves the right to effect any agreement deemed by the Village to be in its best interest. This RFP does not obligate the Village to accept or contract for any expressed or implied services. The Village reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items.
  2. In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after Village Board approval, the Village may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly.

3. The Village will not reimburse any vendors for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.
4. The information in this RFP indicates an estimate of the average number of transactions per month. This number is the Village's best estimate of the average volume and the Village in no way guarantees these as minimum or maximum volumes.
5. Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract.
6. The contract may be terminated by either party by giving written notice to the other party at least ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for at least six (6) calendar months. The bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract. If the bank exercises the right to terminate the contract early, they cannot submit future proposals to the Village for a period of ten (10) years.
7. The Village also reserves the right to cancel its Banking Services Agreement without a 90 day written notice if the bank is sold or merged with another bank. However, an automatic continuation of all terms of the agreement in the event of a merger or acquisition may occur as long as the financial institution guarantees in writing that they will continue to meet all required terms of the agreement and the Village agrees in writing to the continuation of the agreement.
8. The Village also reserves the right to terminate the "Banking Services Agreement" without a 90 day written notice if the awarded bank fails to comply with any of the terms and conditions of this RFP.
9. Equal Employment Opportunity/Anti-Sexual Harassment Policy. During the term of the Banking Services Agreement, the bank shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The bank shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable state or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of the contract.
10. The bank shall comply with the provisions of the Illinois Drug Free Workplace Act and the Americans with Disabilities Act.
11. For purposes of indemnification requirements, the following terms shall have the meanings set forth below:
  - The "BANK" means and includes the financial institution submitting a bid in response to this RFP, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and "Loss" means any and all loss, damage liability or

expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).

Indemnity. For purposes of this Agreement, BANK hereby agrees to indemnify, defend and hold harmless the Village, its employees and agents from any and all "Loss" where "Loss" is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the BANK. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the Village or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the Village's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the BANK's obligation hereunder shall not include amounts attributable to the fault or negligence of the Village. Nothing in this section shall be deemed to impose liability on the BANK to indemnify the Village for loss when the Village's negligence or other actionable fault is the sole cause of loss.

12. Jurisdiction, Venue, Choice Of Law. The RFP and Banking Services Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.
13. Non-Enforcement By The Village. The bank shall not be excused from complying with any of the requirements of the RFP or Banking Services Agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the bank's performance or to seek the bank's compliance with anyone or more of said terms or conditions.
14. Bank shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lemont.
15. Bank agrees to furnish all documentation related to the RFP or Banking Services Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request to the bank. Bank agrees to defend, indemnify

and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the bank's, actual or alleged violation of the FOIA or the bank's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

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

16. Provide a copy of a recent investment rating report provided by a nationally recognized rating agency.

**As of July 2, 2012, our current external ratings are**

**Moody's**

- Long Term Deposits Baa1
- Short Term Deposits Prime-2 (P-2)

**Standard & Poor's**

- Long Term Counterparty Credit Rating BBB
- Short Term Counterparty Credit Rating A-2

17. Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, banker's professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.

## Section II – Scope of Services

The Village seeks proposals from competing banks for the services identified in this section (Section II) of this RFP which include core banking services (those currently received by the Village) and non-core or additional services the Village would like to consider. The preferred arrangement would award a contract for all services to one Bank; however, the Village may consider an unbundled arrangement whereby one or more banks provide services. Cost proposals for additional services should be presented separately from the cost proposal for core banking services.

The scope of services for core depository services are identified on pages 6-9 of this RFP. Additional services are identified on pages 9-10 of this RFP. The Village is not obligated to procure any of the services enumerated in Section II.

- a. **Term of Agreement** - The banking services detailed in this section will be performed for the Village on a contractual basis for five (5) years, with the option for the Village to renew annually for an additional five (5) one year periods.

**First Midwest Bank agrees to a contract with the Village of Lemont for a period of five (5) years, with an option to renew for an additional five (5) one year periods.**

- b. **Collateralization of Account Balances** - It is the policy of the Village to require security for all cash maintained in any financial institution designated as a depository. The Village is authorized to exercise this authority pursuant to the Illinois Public Funds Investment Act (30 ILCS 235). This statute states, in part, as follows: "Whenever a public agency deposits any public funds in a financial institution, the public agency may enter into an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities..."

**All collateral pledged will be not less than 110% of the Village funds held by the institution in excess of the FDIC limits.** Collateral shall be valued at fair market value of the net amount of public funds to be secured at each institution. Pledged collateral will be held in safekeeping and evidenced by a safekeeping agreement. The banking institution awarded the contract must have a completed and executed collateral agreement with the Village before the start date of the contract.

Monthly reports detailing the adequacy of collateral must be supplied to the Village by the bank within five (5) business days of the close of each month via e-mail. The banking institution agrees to provide increased collateral as needed. The Village shall have the right to terminate the Banking Services Agreement if the bank does not continue to provide not less than 110% of the Village funds held by the institution in excess of the FDIC limits on a continuous basis.

**We utilize Bank of New York Mellon as our third party custodian to meet the collateral needs of our public clients. All balances in excess of FDIC coverage will be collateralized daily at 110% based on the requirements of the Village's Investment Policy. The Village will be notified of any changes in collateral via weekly reports mailed out by our custodian or via our custodian's on-line collateral reporting system. You will also receive monthly collateral statements.**

**Our custodial arrangements are unique because your account is settled every night. Your account is online and you will have real time access to see the securities that collateralize your funds. As your deposit balances fluctuate, your accounts will be properly collateralized, and will be in full compliance with your investment policy at all times.**

**We have included a copy of the third party agreement which will need to be executed.**

- c. **Account Structure** - The Village maintains its financial records on a fund basis of accounting in conformance with generally accepted accounting principles. In conjunction with this type of accounting, the Village currently utilizes commingled cash accounts which commingles monies into a single account with entitlement to the various portions of cash

reflected in the Fund's general ledger accounts.

With the exception of a compensating balance account, all accounts will be set up as interest bearing checking accounts. Interest will be credited monthly based upon the weighted average daily balance of these accounts. The interest rate will be the rate proposed by the institution through this proposal on Exhibit B-2.

Data has been provided on the attached Cost Proposal Form (Appendix B) to indicate the average daily balance, the average number of deposits per month, the average number of checks clearing the accounts per month and various other statistical information which would be helpful for your institution in computing the fee proposal for the Village's accounts.

Currently the Village has a general commingled checking account for the majority of its deposit activity, a Clearing account (zero balance) for semi-monthly invoice payments and a Payroll account (zero balance) for bi-weekly payroll periods. Additionally, there is a Section 125 Flex Spending checking account. Also, the Village has separate bank accounts established for various activities that are required to be separated by law or other specific reason, including Police Pension (money market), special revenue/enterprise (2-one money market and one checking) and guaranteed deposit accounts.

**First Midwest Bank will provide the Village with all required accounts.**

d. **Compensating Balances and Monthly Account Analysis**

The Village is asking each proposer to submit fee proposals both on a direct fee per item method with monthly payments for services rendered and a compensating balance payment method. The Village would like the option to pay for services either way based on what is best for the Village at the time (of entering into the agreement or on a continuous basis?).

If the direct fee per item method is chosen, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis statement shall be made available electronically to the Village within 10 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume, similar to those provided in Appendix B which are those services currently on the Village's monthly account analysis statement, rather than being debited directly against Village deposits. The Bank shall submit an invoice to the Village monthly and fees will be paid within thirty (30) days of receipt.

If the compensating balance method is selected, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis statement shall be made available electronically to the Village within 10 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume, similar to those provided in Appendix B which are those services currently on the Village's monthly account analysis statement. Total charges will then be compared to total accumulated earning credits to determine the total net debit (due the bank) or credit (due the Village). The net debit or credit in the account will continue to accumulate in the analysis account from month to month and a "true-up" will occur at April 30 of each year. If a debit balance, the Village will pay the bank. If a credit balance, the bank will pay the Village. Both parties shall be required to pay any outstanding balance within thirty (30) days.



The Village will monitor the compensating balance on a periodic basis and adjust its compensating balance up or down with the objective of arriving at a net balance due to/from the Village of zero.

If no service fees would be charged in consideration for a specified amount of deposits being left on account for the term of the agreement, this should be stated on the Cost Proposal Form.

Upon termination of this agreement, any remaining balance in the analysis account shall be paid to the bank (if a debit balance) or to the Village (if a credit balance).

**First Midwest recognizes that public sector clients traditionally prefer to maintain interest-bearing accounts. However, with market conditions as they are, a slightly different approach may be advantageous to the Village. With this in mind, we propose two (2) options for your consideration.**

#### **Option 1 – No Service Charge Structure**

**With Option 1, First Midwest is proposing that the Village maintains \$2 million dollars in non-interest bearing account balances. If this option is selected by the Village, no services charges will be assessed. This option provides depository services, full online banking capabilities, Positive Pay (ACH and Traditional) and ACH Debit Block services at no charge.**

#### **Option 2 – Non-Interest Bearing Checking Account Structure**

**With Option 2, First Midwest is proposing that the Village maintains \$750,000 in non-interest bearing balances. With this option, service charges will be assessed. However the Village will receive our Premium Earnings Credit Rate which will be used to offset some service charges. The current Premium ECR is 0.30% (1.5 times our standard earnings credit rate (ECR)).**

**We estimate that bank service charges will be \$1,060.00 per month (\$1,228.00 - \$168.00 (ECR)). Calculation of monthly estimated earnings (\$750,000 x 0.9 x 0.0030/12=\$168.00)**

**We feel the best option for the Village is Option 1, as the Village will pay no fees.**

- e. **On-line Banking** - The Village requires the successful proposer to provide “on-line”, internet-based banking services software accessible by web browser (e.g., Internet Explorer). The Village wishes to use on-line banking for the following, at a minimum:
1. Daily balance reporting (ledger, available and collected);
  2. Detailed debit and credit postings (cleared checks, deposits, chargebacks, wire transfers in and out, interest payments, etc.) with ability to download data into Microsoft Excel spreadsheet format;
  3. Initiation of internal account-to-account transfers;
  4. Initiation of regular recurring wire transfers;
  5. Initiation of ACH debit and credit transactions and creation of saved “instructions” or

“templates” for recurring/repetitive ACH debit (collection) or credit (direct deposit) type transactions;

6. Placement of stop payment orders;
7. Ability to view a minimum of the last six (6) months of statements.

**First Midwest Bank’s Internet Banking protocol, ‘Business Express’, will provide the Village with the ability to manage its entire banking relationship including:**

- Daily live balance reporting including (ledger, available, 1-2 day float).
- Detailed debit/credit postings (cleared checks, deposits, chargebacks, wire transfers in/out, interest payments, i.e. all transaction activity). Additionally we support the ability to download data in CSV (Comma Separated Values) or BAI files which can easily be imported into Microsoft Excel spreadsheet format.
- Data can be imported to your accounting software for quick reconciliation.
- Initiate real time account-to-account transfers (Express transfers) at no charge.
- Initiation of ACH debit/credit transactions via template or upload NACHA formatted files. Addenda information can be included for related files.
- Placement of real time stop payments.
- Multi-level security with the ability for a system administrator to create and set account preferences for other users. Security includes a daily transfer limit for ACH and wire transactions by bank account.
- Wire Transfer Initiation.
- Download Account Statements in text file format.
- View and sort all transactions including deposits, checks, ACH and wire transfers.
- We provide a rolling 18 months of historical transactions and a rolling 12 months of statements online.

Upon enrollment, the Village will designate one (1) or more employees as the system administrator, and this individual/s will receive all necessary customer codes and password information. It will be the administrator’s responsibility to set up additional users with access to the respective accounts. We are committed to providing an Internet banking product that is secure and private. To help ensure the security of all data transmissions, our secure web server will tell you if your browser does not meet our minimum-security standards. Business Express Internet Banking requires a browser with 128-bit encryption.

Using 128-bit encryption or “strong encryption” helps to provide the highest level of security currently available. Encryption is the scrambling of information for transmission as it travels to and from your PC. All information sent across the Internet during your online banking session is encrypted into a string of unrecognizable characters. Once the information reaches the intended destination, the information is transformed back to a readable format. When you try to connect to Business Express Internet Banking without 128-bit encryption, you will receive an error message.



**The Village's Role in Security:** While Business Express Internet Banking works to ensure your banking privacy, Village also needs to take actions to keep information secure. Actions include but should not be limited to:

- Keep your User ID and Password in a secure area
- Never reveal your security information to anyone else
- Never walk away from your computer while connected to online banking
- Always sign off from the Internet banking site when you complete your business

**Out-Of-Band Authentication:** First Midwest Bank utilizes Out-of-Band Authentication for all ACH and wire transfer transactions originated via Business Express Internet Banking. Out-of-Band Authentication uses a “channel” or “communication path” that is not directly associated with the access path to verify the authenticity of the user. This process requires the user to have a phone in which to enter a code or respond to a voice prompt. Out-of-Band Authentication provides added security because even if a fraudulent user gains all security credentials to your internet banking account, a transaction cannot be completed without access to the second authentication network (your phone).

**Trusteer Rapport:** As part of our continued efforts to protect our clients' bank accounts while banking online, First Midwest has partnered with Trusteer Rapport. Trusteer Rapport is security software that protects your bank account from fraudulent transactions. It secures your communication with our online banking website and blocks malicious attempts to access or steal personal information or money from your account. Rapport will:

- Shield your online bank account from prying eyes
- Safeguard your online banking identity
- Protect your internet banking login details
- Help our fraud team stop malicious attempts against you

- f. **Transfers Between Accounts** – On a regular basis, the Village will make transfers between its various accounts. Transfers will be done electronically, via the internet, by the Village, except in instances where manual transactions are required (e.g., when online services are not available). Credit for any transfers must be given on the same day that the transfer is made.

**Credit for transfers will be given same day availability until 8 pm CST.**

- g. **ACH-** The bank must be both a “sending” and “receiving” bank on the Automated Clearing House system to accommodate a payroll direct deposit program and electronic payment collection programs for utility payments. Presently, the Village's payroll and corresponding ACH direct deposit file are transmitted to the bank's processing center electronically. The Village also receives ACH deposits from its Utility Billing customers that have signed up for automatic debits from their accounts for their monthly or bi-monthly utility bill.

The Village also seeks ACH “block” and filtering capabilities for preventing unauthorized

debits of Village bank accounts.

**First Midwest Bank is both a sending and receiving bank on the Automated Clearing House system. First Midwest Bank will accommodate ACH origination via our web based Internet banking product “Business Express” (no software). File upload allows for the transmission of ACH items in a National Automated Clearing House Association (NACHA) formatted file created from an accounting software package.**

**All ACH files need to be initiated as follows:**

- **Two (2) business days prior to the effective date for direct deposit payroll services (PPD format)**
- **One day for all other formats (CCD, CCD+, etc.)**

**ACH confirmation receipts are available on Business Express and include file amounts, dates, and times of files submitted.**

**Files originated via Business Express Internet Banking provide confirmation back to Village sender at the time of transaction. A database of history is maintained and available for auditing purposes at a local level.**

**If files or batches transmitted have not been sent for final processing, items can be reversed or deleted. First Midwest Bank would need written notification from authorized personnel at Village to make any necessary changes or corrections.**

**First Midwest offers ACH Positive Pay and ACH Debit Block to protect your accounts from ACH fraud. ACH Positive Pay will allow only authorized companies, designated by you to debit your accounts. The ACH transactions that are not authorized are blocked from being posted and systematically returned. ACH Debit Block is used to block all ACH debit transactions that are scheduled to post to a receiving account.**

- h. **Availability of Funds** - Deposits will be made periodically during the business day (9:00 a.m. to 5:00 p.m.) to a designated cashier or location mutually agreed upon by the Village and the awarded bank. The Village will be given credit as collected funds on all items which are cleared by the bank on the same day on which the deposit is made. Items deposited which clear at institutions located within the appropriate Federal Reserve Region will be considered collected funds within one business day. All other items deposited will be given credit as collected funds within two business days. The bank will also credit the Village's accounts for incoming wire transfers on the day received regardless of the time of receipt during the day. All proposing banks are required to attach a copy of their current “availability schedule” to the proposal.

**The Village will receive ledger balance credit for items cleared the same day as deposited. Our policy is to make funds from your cash, wire transfers, electronic direct deposits, and electronic transfers available to you on the business day we receive the deposit. On us checks deposited at First Midwest Bank will receive same day availability. All transit routing numbers receive next day availability. Our processing cut off time is 5 pm CST for same day availability. However, deposits**

**made up to 8 pm CST using Remote Deposit Capture are given same day credit and next day availability.**

i. **Wire Transfers-**

Incoming Wires. The Village intends to consider all wire transfers received by the bank prior to the end of the business day, as “available for investment” by the Village, regardless of the time of actual receipt by the bank. Should a wire transfer not be received by the bank, as specified above, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest.

**All wire transfers received by First Midwest Bank by the end of the business day (5 pm CST) will be considered available for investment. The originating bank should trace wire transfers that are not received by First Midwest Bank.**

Outgoing Wires. The awarded bank agrees to execute any wire transfer order within one (1) hour after notification by the Finance Department through the computer terminal, by telephone, or by fax, if necessary. Wire transfers ordered and not received by the destination party by 5:00 p.m. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a “fail” to consummate an investment transaction.

**First Midwest agrees to execute all outgoing wire transfers on the same day after receiving instructions from the Finance Department, providing the instructions are received before our 3pm CST cut off for wires initiated by branch or via telephone or 4 pm CST cut off for wires initiated online using Business Express.**

**For wire requests initiated by phone to our wire department or online using Business Express, the Village will be required to complete a Wire Transfer Authorization form. This form lists those individuals who are authorized to initiate and/or confirm wire transfer requests.**

**Each Village representative listed on the Wire Transfer Authorization form will be issued a PIN (Personal Identification Number). Wires can be initiated directly using Business Express. Upon transmission of all wires, the wire approver will receive an out of band verification call to confirm the wires authenticity. Wires can also be initiated directly with the Wire Transfer Department telephonically on a recorded line.**

**Callback confirmations on a recorded line are completed to the individuals listed on the wire transfer authorization, according to their designated authority on all non-repetitive wires over \$100,000 and repetitive wires over \$250,000.**

**Our banking days are Monday through Friday except Federal Reserve Bank holidays. Telephonic Wire Transfer Requests are accepted between 9:00 A.M. and 3:00 P.M. and online requests are accepted between 9:00 A.M. and 4:00 P.M. for current day processing.**

- j. **Bank Statement and Advice Frequency** – Monthly statements will also be available on-line for access or mailed as soon as they are available, but no later than five (5) business days after the end of the month. The bank will provide written documentation (debit/credit advises) included with the monthly account statements for all account adjustments made during the month.

As stated above, a monthly account analysis statement will be made available and delivered to the Village within ten (10) business days after the end of the month.

**First Midwest Bank will mail the Village's monthly bank statements within five (5) business days after the end of the month. Or the Village may opt to receive statements online via our internet banking product – Business Express.**

**First Midwest Bank will provide the Village with a monthly account analysis statement which composites all accounts, activity and provides details of services used and the applicable service charges assigned. We will mail these statements to the Village within five (5) business days of the last day of each month.**

- k. **Returned Checks** – Returned checks for deposit items to the account will not be returned by the depository financial institution. Instead, the check will be presented for payment a second time. If the check is returned a second time, the bank will notify the Village by debiting the designated account, returning the check to the Village, and providing written notification the same day as the debit is made to the account.

**First Midwest Bank will automatically re-present checks for payment a second time. If the check is returned after the second presentment, First Midwest Bank will debit the account of first deposit and send an email notification along with a copy of the returned check item the same business day. This initial check notification will then be followed up by mailing the return item to the required Village representative.**

- l. **Denial of Payment** – The financial institution will contact the Finance Director or designee before denial of payment drawn on any Village account due to lack of funds.

**First Midwest will contact the Finance Director or designee before denial of payment drawn on any Village account due to lack of funds.**

- m. **Supplies**- The banking institution shall provide for all accounts duplicate deposit slips, locking bank deposit bags/money bags and endorsement stamps as needed at no cost to the Village.

**First Midwest will provide duplicate deposit slips, locking bank deposit bags/money bags and endorsement stamps, as required, at no cost to the Village.**

- n. **Direct Deposit of Payroll** – The Village offers and encourages payroll direct deposit. The Village pays its employees bi-weekly every other Friday. Currently, the Village transmits the payroll data to the financial institution electronically by 4:00 PM on the Wednesday before payday. Deposits must be made into the employees' accounts by 8:00 AM on payday. Any deviations from these time/day requirements must be stated in the proposal.

First Midwest facilitates direct deposit of payroll through Business Express, our Internet banking product. Business Express can accommodate either NACHA file uploads or ACH templates for the purposes of completing payroll. Provided that your payroll file is transmitted by 5 pm CST two (2) days before the effective date/payday, employees will receive their pay on payday. First Midwest does not have control over when receiving banks post their transactions' therefore we cannot guarantee that deposits will be in the employees' accounts by 8 am.

Additionally, First Midwest provides our commercial and municipal clients with a Payroll Card option. A Payroll Card is a pre-paid or stored-value card that can be used to fund almost any payment to employees, including wages, commissions and reimbursement for items such as T&E, tuition, relocation expenses, health care reimbursement, and the like.

The advantages of a Payroll Card are:

- Eliminate recurring costs of traditional paper paychecks, including postage, overnight delivery charges, and other expenses.
  - Decrease security risks with paperless pay statements, and avoid window envelopes that attract theft.
  - Reduce bank service fees, account reconciliation costs, and stop-payment fees for lost or stolen paychecks.
  - Manage final wage payments to terminated workers via instant payment to a payroll card instead of a final paper paycheck via overnight delivery.
  - Simplify payments to employees, regardless of location.
  - Eliminate escheatment.
  - Decrease paycheck fraud.
- o. **Direct Payment of Utility Bills** – The Village also offers and encourages an automatic electronic payment withdrawal program for Water/Sewer bills. The Village bills commercial accounts and residential accounts bi-monthly. Currently, the Village transmits the utility account data to the financial institution electronically on the due date which is typically around the 20th of the month.

First Midwest facilitates the direct payment of utility bills through Business Express, our Internet banking product. Business Express can accommodate either NACHA file uploads or ACH templates for the purposes of completing direct payments of utility bills.

- p. **Deposit of Cash/Coins and Singles** - Every normal business day the Village will make deposits that include cash made up of singles and coins. The bank agrees to count these singles/other bills and unsorted, unwrapped coins and include them in the deposits on the day received. Currently, the cash deposits average about \$200 per day.

First Midwest agrees to count the Village's coin and currency and include them in deposits.

- q. **Cashier's Checks/Money Orders/Gift Cards** – Occasionally the Village needs to acquire cashier's checks, money orders or Visa gift cards. Please include the costs in your proposal

for these items, if any.

**First Midwest will not charge the Village for cashier's checks or money orders.**

**We provide American Express gift cards and will only assess the fees charged by American Express.**

### **Additional Banking Services**

In addition to the current banking services received by the Village as described above, the Village would like to consider some enhanced banking services. Costs, if any, associated with the proposed enhanced services should be segregated from the cost proposal for core services.

- r. **Remote Deposit** – The Village currently processes its utility bill remittance payments, commuter parking permit payments, parking ticket payments, building permits and other payments in-house. It is our preference that the Bank will be able to accept electronics files for deposit and the proposal should include the cost of each deposit, the per item charge, cost of service, and cost of equipment if applicable.

**A check image scanner, connected to a PC, would be located at your office. Each day, using this web-based program, checks would be fed into the scanner capturing the images of the checks. After all of check images have been captured, you transmit the images as a deposit via the Internet. The file first goes to Wausau, where the deposits are sorted and consolidated for transmission to First Midwest. First Midwest receives the file and posts the deposit(s) to your account, processing the images / checks through normal channels. The benefits include:**

- **Improves workflow: Remote Capture reduces the need to present the checks in person, saving on transportation, time and costs.**
- **Improved funds availability: Reduces “desk float” by allowing the Village to deposit payments immediately upon receipt.**
- **Extended cutoff time: Cutoff time with Remote Deposit Capture is 8:00 PM allowing the Village to get its deposit to the bank faster, safer and more efficiently.**

### **Fee Schedule:**

#### **Hardware:**

<b>Set-Up Fee</b>	<b>Free</b>
<b>Scanner Options <sup>(1)</sup> (plus 8.75% tax)</b>	
<b>Epson Capture One</b>	<b>\$700.00</b>
<b>Epson Capture One – Auto Feed, 30 DPM</b>	<b>\$900.00</b>
<b>Epson Capture One – Auto Feed, 60 DPM</b>	<b>\$1,050.00</b>
<b>Epson Capture One – Auto Feed, 90 DPM</b>	<b>\$1,300.00</b>



<b>Rapid Exchange Extended Warranty (overnight replacement <sup>(2)</sup>) in conjunction with standard 2 year warranty</b>	<b>\$125.00</b>
<b>Additional 1 year warranty (for total of 3 years with overnight replacement)</b>	<b>\$180.00</b>

**Remote Deposit Capture Monthly Base Fees & Per Item Fees:**

<b>Monthly Base Fee</b>	<b>\$50.00</b>
<b>Capture Fee- Per Item Captured</b>	<b>\$0.15</b>
<b>Per Deposit</b>	<b>\$1.00</b>

**Notes:**

- (1) Includes shipping and the standard 2 year warranty
- (2) If Rapid Exchange Warranty is not purchased, replacement scanners are not available, scanner must be sent to manufacturer for repair – may take 5-10 business days

- s. **Credit Card Processing** – The Village currently accepts online credit card payments utilizing the Illinois State Treasurer’s E-Pay system. We currently accept MasterCard, American Express and Discover. We would like to evaluate the option of including this in the Banking Services RFP considering the online and over-the-counter transactions including the current cards accepted plus VISA. Please include the cost of new equipment in your proposal, if applicable.

**First Midwest Bank currently supports over 1,000 merchants who accept Visa, MasterCard, Discover and American Express for purchases. First Midwest Bank uses backroom functions (settlement and clearing, statement generation, chargebacks etc.) of TransFirst while maintaining full control of our customers, including pricing and credit issues.**

**The settlement monies for MasterCard, Visa and Discover will be deposited via ACH to the designated bank account at First Midwest Bank on the next business day after batches are transmitted, provided that all batches are submitted by 5:00 PM CST. American Express will be deposited via ACH to the designated bank account within three (3) business days of the transmitted batch. (These funds are settled directly from American Express).**

**First Midwest Bank will provide the Village with an on-line Internet based reporting tool called TransLink. This innovative Web-based reporting tool enables you to quickly and easily access all payment processing data. You will be able to view everything from front-end point-of-sale data to back-end reconciliation data through the Web-browser. TransLink also provides the ability to view, export and print your merchant statement through the Internet.**

**Merchant Services Program Rates and Fees:**

<b>Proposed Program Type:</b>	<b>Interchange Plus Bank Discount</b>
<b>Visa/MasterCard/Discover:</b>	<b>Actual Interchange + Actual Assessments and Association Fees</b>
<b>First Midwest Bank Discount:</b>	<b>0.11% (11 basis points on gross sales volume)</b>
<b>Authorization Fee:</b>	<b>\$0.10 per authorization</b>
<b>Processing Fee:</b>	<b>\$0.10 per item</b>
<b>PCI Non-Compliance:</b>	<b>\$9.60 per month With compliance, fee can be reduced to \$6.37 per month</b>
<b>Annual Fee:</b>	<b>\$59.00</b>
<b>Monthly Statement Fee:</b>	<b>\$10.00</b>
<b>Monthly minimum:</b>	<b>\$20.00</b>

**Wired Terminals:**

<b>Hypercom T4205 Dial Terminal - Works with analog phone line</b>	<b>\$290.00</b>
<b>Verifone Vx510LE – Works with digital phone line</b>	<b>\$308.00</b>

**Wireless Terminals/Equipment:**

<b>VeriFone Vx610 Wireless (electronic signature capture)</b>	<b>\$800.00</b>
<b>One Time Wireless Set-up Fee</b>	<b>\$ 35.00</b>
<b>Monthly Wireless Service</b>	<b>\$ 24.95</b>

**TransAction Express Virtual Terminal & PayFox Mobile Application:**

<b>TransAction Express (TXP) includes Multiple Users</b>	<b>\$ 15.00 per month</b>
<b>One Time Set-up Fee</b>	<b>\$100.00</b>
<b>USB Card Swiper-Plug into PC or Laptop</b>	<b>\$ 97.00 ea</b>
<b>PayFox Mobile Phone Credit Card Processing Application</b>	<b><u>No Charge</u></b>
<b>PayFox Card Readers for iPhone, iPad, and Android**</b>	<b><u>\$ 79.00 ea</u></b>
<b>**Approved Android Device must be verified</b>	



## Section III – RFP Response Instructions

**a. Proposal Format** - All banks wishing to submit a proposal must submit the following documents:

- Title Page including the proposal subject, bank name, contact person's name, mailing address, e-mail address, phone number, fax number and the date of the proposal
- Background information of the Bank, including full name and principal address, local locations, basic information of the Bank as an institution and summary of experience with municipal clients
- A description of the organization and location of the relationship team that will be assigned to the Village including the experience of this relationship team
- Scope of Services – Clearly describe the scope of services as required under this RFP, including the on-line services, and the additional banking services to be provided. Include a discussion of your bank's approach to be used for compliance with the RFP
- Cost Proposal Form – Appendix B
- Earnings Credit Rate and Balance Required to Support \$1.00 of Services – Appendix B-2
- Proposal Exception Form – Appendix C
- Proposed Implementation Schedule – Describe the conversion plan you would coordinate to ensure a smooth transition from the Village's current provider of banking services. Discuss your ability to meet the Village's proposed schedule as indicated in this RFP. Please note the Village will not reimburse the bank for implementation costs.
- Contact Information for five (5) references (a minimum of three (3) must be governmental accounts) to which the proposer is currently providing banking services. Include the following information with your proposal.
  - a. Contact Name
  - b. Title
  - c. Name of Customer
  - d. Address
  - e. Telephone Number
  - f. Fax Number
  - g. E-mail Address
  - h. # of Years as Customer
  - i. Services Utilized
- Audited financial statements and FDIC Call Reports for the past two (2) years as required by Illinois State Statute (30 ILCS 235/6) for any bank that will receive public funds.

**Included on CD-Rom.**

- Disaster Recovery Procedures, including information on how quickly the back-up facilities will be activated.
- Additional Data and Other Information as Required by the Village during the RFP process
- Other banking services that may be of interest to the Village not previously mentioned

If a proposer cannot meet any of the specifications, expectations or services in Section II or takes exception to any of the terms or conditions presented, that information should be distinctly

noted in the appropriate sections. If no exceptions are presented, the Village will assume the bank is capable of and will provide full capabilities as described in Section II. Should third party vendors be necessary to provide any of the requested services, the detailed involvement of those parties and delineation of responsibilities should be explained in the appropriate sections.

Background information of the Bank, including full name and principal address, local locations, basic information of the Bank as an institution and summary of experience with municipal clients.

**First Midwest Bancorp, Inc. incorporated in 1982 in Delaware is a bank holding company headquartered in the Chicago suburb of Itasca with principal operating subsidiary, First Midwest Bank. First Midwest Bank was founded in 1933. Our corporate offices are located at One Pierce Place, Suite 1500, Itasca, IL 60143.**

**Our closest branches to the Village are our Bolingbrook (450 Bolingbrook Dr.), Lockport (800 S. State St.) and Homer Glen (15801 S. Bell Rd.) branches.**

**First Midwest is the premier relationship-based banking franchise in the dynamic Chicagoland banking market with assets approaching \$8 billion. As one of the Chicago metropolitan area's largest independent bank holding companies, First Midwest provides the full range of business and retail banking and wealth management services through approximately 95 offices located in communities in metropolitan Chicago, northwest Indiana, central and western Illinois, and eastern Iowa. First Midwest has been recognized by the *Chicago Tribune* as one of Chicago's Top Workplaces for the third consecutive year by being named a National Standard Top Workplace. Additionally, *Forbes* has recognized First Midwest as one of America's Most Trustworthy Companies for 2012.**

**Our service tends to reflect our roots. Friendly. Warm. Personal. We prefer names to account numbers and work to address the financial needs of our clients throughout their economic lives.**

**What really sets us apart is our commitment to the communities we serve. We are the bank behind scores of local municipalities, school districts, hospitals and libraries. We are also one of the state's leading banks for small business, the lifeblood of a strong community. Jobs. Taxes. Vitality. While we are one of the area's largest community banks, we understand the unique challenges facing our clients. Our lending and treasury management expertise spans to nearly every type of industry and business situation.**

**First Midwest Bank boasts vast experience in banking public sector clients for over 40 years. We are the main bank for the County of Lake and County of Will, just to name a few. We are experts in helping municipalities collect their cash efficiently and disburse it quickly or invest excess balances to obtain maximum yield. We offer a complete suite of products designed to meet the needs of our public clients.**

**On average our daily total of municipal and public deposits exceeds \$900 million and during peak times funds exceed \$1.3 billion.**

A description of the organization and location of the relationship team that will be assigned to

the Village including the experience of this relationship team.

The Village's relationship will be managed by the Public Funds Banking Group at First Midwest Bank. The Public Funds Banking Group is a team of Treasury Managers who solely manage public fund accounts. The managers assigned to your account have over 40 years of banking and public fund account management and are considered to be experts in the field.

From the Public Funds Banking Group, your primary contact will be Nadine Johnson supported by Susan Wade. Our team is supervised by Rick Mahoney, Community Banking Manager; who will ensure compliance with the terms of the RFP.

**Designated Account Executive:**

Nadine A. Johnson, CTP  
Vice President/Senior Treasury Manager – Public Funds  
Phone: (847) 739-3841  
Fax: (847) 739-3895  
[nadine.johnson@firstmidwest.com](mailto:nadine.johnson@firstmidwest.com)

Nadine is a banking professional with over 18 years of banking experience. She joined First Midwest bank in May 1995. Nadine is a graduate of Columbia College of Missouri with a Bachelor's degree in Business Administration and earned her MBA from Webster University. She received her Certified Treasury Professional Certification in 2007 and is a member of Illinois Government Finance Officers Association.

**Back up Account Executive:**

Susan A. Wade  
Vice President – Public Funds  
Phone: (815) 774-2057  
Fax: (847) 739-3895  
[susan.wade@firstmidwest.com](mailto:susan.wade@firstmidwest.com)

Susan has over 22 years of banking experience almost exclusively in the public funds market and joined First Midwest Bank in October 2012. She is a graduate of Eastern Illinois University with a Bachelor's degree in Political Science. Her position in the Public Fund Banking Group bridges her love of government and finance. Susan is a member of the Illinois Association of School Business Officials and sits on the Financial Advisory Board for the City of Naperville.

Treasury Management Client Service  
Phone: (847) 670-3080  
Fax: (224) 321-1780  
[tm.customerservice@FirstMidwest.com](mailto:tm.customerservice@FirstMidwest.com)

Treasury Management Client Service at First Midwest Bank is a group of dedicated Treasury Management professionals available to answer questions, provide services from 8:00 to 5:00 every business day.

All calls are answered by a person. If all the representatives are busy with other clients, your call will be put in voice mail and the call will be returned within the hour. Our staff answers your call by the second ring.

Email responses are again handled with the highest level of importance as the email address listed above is constantly monitored throughout the day.

**Rick Mahoney**  
**Community Banking Manager**  
**Phone: (630) 725-5503**  
**Fax: (708) 263-1151**  
[rick.mahoney@FirstMidwest.com](mailto:rick.mahoney@FirstMidwest.com)

Rick Mahoney has been a Commercial Banker in Chicago for 3 decades. During his career, Rick has managed a number of Commercial Banking groups in West Cook and DuPage counties, has run an Equipment Leasing company and has been the President of one of the 20 largest banks in Chicago. Rick has consistently grown his commercial portfolios by building strong relationships with closely-held business owners. For 30 years, Rick has brought value to his clients, prospects and referral sources by providing creative answers to their credit requests and crafting innovative solutions to all types of business and personal financial needs.

As Banking Center President for First Midwest Bank in Westmont, Rick's most recent assignment is to build a commercial banking franchise for First Midwest in DuPage County. By hiring other Commercial Bankers who share Rick's vision and passion for providing value added relationships, the Westmont team currently has grown from 0 assets and customers to \$150 million in loans and more than 100 relationships in the 2 ½ years he has been with the organization.

Rick received his BBA from the University of Notre Dame in 1981 and his MBA from the University of Chicago in 1986.

Proposed Implementation Schedule – Describe the conversion plan you would coordinate to ensure a smooth transition from the Village's current provider of banking services. Discuss your ability to meet the Village's proposed schedule as indicated in this RFP. Please note the Village will not reimburse the bank for implementation costs.

Upon being awarded the contract, First Midwest Bank will assign an Implementation Coordinator. This coordinator will work directly with the Village to ensure all products and services are set up easily, completely, and timely manner according to the Village's schedule.

For each product, we have established timelines and service level agreements (SLAs) which will be provided to the Village at the start of implementation. See Implementation timelines attached.

Implementation team:

- Village personnel
- FMB Implementation Coordinator
- FMB Treasury Management Operations
- FMB Treasury Management Analyst
- FMB Treasury Management Officer

Contact Information for five (5) references (a minimum of three (3) must be governmental accounts) to which the proposer is currently providing banking services. Include the following information with your proposal.

- a. Contact Name
  - b. Title
  - c. Name of Customer
  - d. Address
  - e. Telephone Number
  - f. Fax Number
  - g. E-mail Address
  - h. # of Years as Customer
  - i. Services Utilized
- **City of Joliet**  
**Rachel Mayer, Director of Finance**  
**150 W. Jefferson Street**  
**Joliet, IL 60432**  
**Ph: (815) 724-3900**  
**Fax: (815) 724-3990**  
**[rmayer@jolietcity.org](mailto:rmayer@jolietcity.org)**  
**Client for over 50 years**  
**Services utilized: Business Express, Lockbox, Account Reconciliation, Merchant Services and Trust**
  - **Village of Tinley Park**  
**Brad Bettenhausen, Treasurer**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**  
**Ph: (708) 444-5000**  
**Fax: (708) 444-5099**  
**[bbettenhausen@tinleypark.org](mailto:bbettenhausen@tinleypark.org)**  
**Client for over 40 years**  
**Services utilized: Business Express and Lockbox**
  - **Village of Grayslake**  
**Bettina O'Connell, Finance Director**  
**10 South Seymour Avenue**  
**Grayslake, IL 60030**  
**Ph: (847) 223-8515**  
**Fax: (847) 223-4821**  
**[boconnell@villageofgrayslake.com](mailto:boconnell@villageofgrayslake.com)**  
**Client for over 19 years**  
**Services utilized: Business Express, Lockbox, Positive Pay and Trust**
  - **County of Will**  
**Brian McDaniel, Investment Manager**  
**302 N. Chicago Street**  
**Joliet, IL 60432**  
**Ph: (815) 740-4687**

**Fax: (815) 740-4695**

**[brianmcdaniel@willcountyvillinois.com](mailto:brianmcdaniel@willcountyvillinois.com)**

**Client for over 40 years**

**Services utilized: Business Express, Lockbox, Positive Pay and Trust**

- **County of Lake**

**Jim McCulloch, Deputy Treasurer**

**18 N County Street**

**Waukegan, IL 60085**

**Ph: (847) 377-2326**

**Fax: (847) 984-5920**

**[JMcCulloch@lakecountyil.gov](mailto:JMcCulloch@lakecountyil.gov)**

**Client for over 40 years**

**Services utilized: Business Express, Lockbox, Positive Pay, ACH Positive Pay, ACH Debit Block and Remote Deposit Capture**

**Additional references can be provided upon request.**

Disaster Recovery Procedures, including information on how quickly the back-up facilities will be activated.

**First Midwest's disaster recovery plan consists of the information and procedures required to enable rapid recovery of business services from a significant event resulting in damage, loss, disruption or destruction of property and/or service which would require action beyond the normal problem resolution procedures. The plan includes procedures that will assist in ensuring the availability of critical resources and in maintaining the continuity of operations during a disaster. The plan is an aid in ensuring organizational stability through an orderly recovery process in the event of significant problems and interruptions. The disaster recovery plan encompasses all First Midwest bank facilities, operations and functions. The plan addresses these potential critical issues: facility destruction, facility evacuation, systems outage, and outsourced service provider outage.**

**Each business function, such as Treasury Management, maintains their own risk assessment (to identify and prioritize business functions and risks to site and systems availability), critical needs (critical activities and needed resources a business function must have to recover their operations at their recovery site due to a disaster), call pyramid (home and cell phone contact information), recovery procedures (steps that a business function would take to put their particular plan into operation and meet their critical needs) and test procedures (specific tests to verify recovery procedures).**

**The plan is updated, reviewed and tested annually by the Disaster Recovery Coordinator and responsible business function managers. Oversight of the plan is the responsibility of the Disaster Recovery Team, which reports to the Strategic Risk Management Committee. Internal and External Audit, as well as government regulators, review the plan annually.**

**In the event of a disaster First Midwest will strive to have our back-up facilities activated within 48 hours.**

Other banking services that may be of interest to the Village not previously mentioned

### **On the Job Banking Program**

First Midwest is a leader in workplace banking because we understand the importance of building long-term relationships based on mutual trust, proven results and real accountability. With On-the-Job Banking at work for your business, you'll take an important step toward enriching your benefits package to attract and retain the best and brightest employees in the market. The financial products and services listed below highlight the many options your business can choose to implement a customized program that meets the needs of your business and employees. At First Midwest Bank, we offer the convenience of bringing the bank to you.

- Facilitate the opening of bank accounts at the workplace.
- Banker presence at new employee orientation sessions to encourage and enroll employees into direct deposit with their preferred financial institution.
- Meet with existing First Midwest clients to upgrade their accounts by taking advantage of the On the Job Banking Program benefits.
- Discounted product and service offerings including but not limited to the following:
  - Checking
  - Savings
  - Discount coupon packet including:
    - \$100 credit on Home Equity Lines of Credit
    - .25% discount on Home Equity Loans
    - \$25 credit toward any new interest bearing account
    - \$25 Tell-A-Friend credit to a First Midwest Bank account
- Mortgage
  - Mortgage education and counseling at the workplace
  - \$150 off First Midwest Bank Mortgage closing costs.
  - Multiple mortgage terms available including 10, 15, 20 and 30 year fixed rates with as little as 10% down based on qualifying credit
- Employee Financial Education
  - Customized Financial Workshops at the workplace or centralized First Midwest Bank locations with multiple topics available.
- First Midwest Bank Tuition Rewards Program
  - Completely free, unique college tuition savings program offered by First Midwest Bank.
  - Lets you earn tuition discounts on undergraduate private college or university education.
  - \$500 credit when enrolling in Tuition Rewards.
- Employee assistance to build or rebuild credit
  - Believer loan
  - Secured credit card



- **One-on-one counseling with a Personal Banker**

### **Purchasing Card**

The Purchasing Card is a credit card aimed at streamlining the traditional purchase order and payment processes for low value transactions. Corporations and government agencies, find a disproportionate number of small dollar payments, those less than \$1,000 make up the majority of payments while representing a small percentage of the dollars spent.

#### **The Benefits**

- **Float Benefit:** Significantly increase the disbursement float on your payables.
- **Cost Reduction:** End-to-end purchasing solution that significantly lowers your purchasing transaction cost.
- **Payment Consolidation:** Consolidate multiple payments to multiple suppliers into a single payment to cover your credit card balance.
- **Data Reporting:** Transaction detail automatically captured and reported on the Internet and integrated into your accounting system.
- **Reduced Acquisition Cycle Time:** Shorter, more efficient purchasing process that reduces acquisition cycle time and the opportunity for error.
- **Increased Spending Controls:** You control what can be authorized on the cards by putting dollar, frequency and merchant restrictions on the cards.

#### **Common User Defined Restrictions**

- Dollar per cycle
- Dollars per transaction
- Merchant Category Codes (MCC)
- Cash Advances
- Dollars and Transactions per day
- Dollars and Transactions per cycle
- Dollars and Transactions per year

### **Electronic Lockbox – Online Bill Payments**

Electronic lockbox is a receivables solution that will allow the Village of Lemont to accept payments via

- Web Based Application
- Interactive Voice response (IVR) system
- Point of Sale (virtual and terminal)

E-Lockbox capitalizes on electronic efficiencies. The ability to consolidate payment data from multiple payment streams into a single source is becoming more common as organizations acquire new billing technology.

#### **Benefits**

- **Cost Savings** by eliminating the processing of paper checks



- **Access funds more quickly - payments are either made by ACH (electronic check) or credit/debit card**
- **Increases cash flow, cash flow forecasting and float minimization**
- **Increases Administrative Efficiencies**
- **Provides a “Best of Breed” single, turn-key solution because it has the ability to automate the posting of payments to your A/R system**

#### **Features**

- **One time payments only**
- **Credit card, debit card, and ACH (electronic check)**
- **End user validation before payment is completed**
- **Integration from and to your A/R system**
- **Email notification at the completion of end user registration,**
- **Optional basic bill detail information (amount due, date due, etc.) pre-filled for customer**
- **Web design services that will allow for the payment application to mimic the look and feel of the your website**
- **Funds are deposited into your First Midwest Bank account 2 business days after transaction**

## Section IV – Proposal Evaluation

Proposals will be evaluated by a committee of Village staff. Evaluations will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

A. Responsiveness to RFP - The Village will consider all the material submitted to determine whether the proposer's offering is in compliance with the RFP.

B. Ability to Perform Required Services - The Village will consider all the material submitted by each proposer, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing contracts of this type. The proposer shall furnish acceptable evidence of their ability to perform, regarding such categories as expertise/experience, equipment, facilities and personnel qualified to perform requested duties. Failure or refusal to provide such information upon request may cause the proposal to be rejected.

C. References – The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.

D. Fees - The Village will evaluate aggregate banking services cost, per identified activity, rate of interest paid on accounts, and overall cost effective approach to providing the services requested in this RFP.

Optional Interviews and Site Visits - The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process.

The inclusion in any proposal and/or in the related proposed banking services agreement of any language which directly or indirectly limits and/or in any manner purports to limit the liability of the bank for any negligence, malfeasance, and/or failure by the bank to perform its obligations under its proposed banking services agreement may, in the sole discretion of the Village, be grounds for disqualification of such proposal.

**PLEASE SUBMIT THE FOLLOWING  
PAGES WITH YOUR PROPOSAL**

**ONE (1) ORIGINAL**

**AND**

**FOUR (4) COPIES**

**PROPOSAL FORM  
BANKING SERVICES**

Company Name: <b>First Midwest Bank</b>
Contact Person: <b>Nadine Johnson</b>
Address: <b>300 N. Hunt Club Road</b>
City, State, Zip: <b>Gurnee, IL 60031</b>
TX: <b>847-739-3841</b>
FX: <b>847-739-3895</b>
<b>Signature:</b>
E-Mail Address Required: <b>nadine.johnson@firstmidwest.com</b>

**The proposer acknowledges receipt of the addenda as follows:**

Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_

This proposal is an offer which shall be considered accepted only after the Village Board authorizes the execution of the contract. In the event that this proposal is accepted and an award of contract is made, the proposer does hereby agree to deliver to the Village the signed and executed Contract as specified in the General Instructions within ten (10) working days after the date of such acceptance and notification thereof.

This proposal, when accepted and signed by an authorized signatory of the Village, shall become a contract binding upon the person, partnership, or corporation to supply or perform as specified and upon the Village to accept the product or service.

**APPENDIX B  
VILLAGE OF LEMONT  
COST PROPOSAL FORM**

Section I: Direct Fee per Item Monthly Statement Payment Method

**If the Village maintains \$2 million in non-interest bearing account balances no service charged will be assessed.**

Village of Lemont		Est. Volume/month	Unit Price	Extended Cost
<b>General Account Services:</b>				
Regulatory Assessment		1	0.13%	81.25
Account Maintenance		8	no charge	no charge
Deposit Posted		70	1.00	70.00
Deposit Items		3300	0.15	495.00
CD ROM		1	no charge	no charge
Checks Paid		300	0.15	45.00
ACH Credits Received		1	0.15	0.15
ACH Debits Received		13	0.15	1.95
Deposit Correction Fees		1	no charge	no charge
<b>Depository Services</b>				
Standard Cash Deposited(1)		23000	0.0015	34.50
Returns/Chargebacks		19	4.50	85.50
<b>Web Pay - Business Express</b>				
Access		1	65.00	65.00
Access user fee		6	no charge	no charge
<b>Positive Pay</b>				
Positive Pay - Accounts		2	50.00	100.00
Positive Pay Item		273	0.05	13.65
File Express		1	no charge	no charge
Exception Items		5	0.05	0.25
<b>ACH Services</b>				
ACH Module		1	no charge	no charge
ACH Origination Items		573	0.15	85.95
ACH Debit/Credit Return		1	4.50	4.50
<b>Wire Transfer Services &amp; Other Fund Transfer Services</b>				
Monthly Maintenance		1	no charge	no charge
Electronic Wire out- Domestic		0	20.00	0.00
Incoming Domestic Wires		4	10.00	40.00
Book Transfers		0	no charge	no charge
<b>Zero Balance Account Services</b>				
ZBA Monthly Maintenance		2	no charge	no charge
ZBA Master		1	no charge	no charge
Additional Standard fees not listed				
ZBA Sweep Services (2)		4	1.50	6.00
ACH Positive Pay (Debit Filter) (3)		4	25.00	100.00
Average Monthly Balance		\$750,000.00		

(1) the first \$10,000 is not assessed a fee. Fee \$1.50 per \$1,000.

(2) assumes 4 sweeps per month.

(3) assumes all accounts have ACH Positive Pay. There is no fee for ACH debit block.

**APPENDIX B – Continued**

**Average Balance:**

\$750,000

**Interest Rate: N/A**

**Fixed:** \_\_\_\_\_ %

**Variable:**

Tied to T-Bill rate \_\_\_\_\_ (Basis Points)  
(Indicate plus or minus for over/under)

Other Index \_\_\_\_\_ (Specify)

First Midwest Bank  
Name of Institution

\_\_\_\_\_  
Signature and Title

December 9, 2013  
Date

**APPENDIX B-2**

**VILLAGE OF LEMONT  
CALCULATION SUPPORTING  
EARNINGS CREDIT RATE AND BALANCE REQUIRED TO SUPPORT \$1.00 OF SERVICES**

1. Please provide Earning Credit Rate (ECR): 0.30 %

This is the rate used to value average investable balance. How is this rate assigned?

**This is a bank managed rate.**

2. Please provide the balance required to support one dollar (\$1.00) of service charges:

Exception (Also included in Exhibit C)

365 ÷ 30 (days in November)

365 ÷ 30 (days in November)

( 0.30 %)

= \_\_\_\_\_

( \_\_\_\_ %)

= \$4,055.56

Banks should use the ECR proposed to complete the analysis.

**APPENDIX C  
VILLAGE OF LEMONT  
Proposal Exception Form**

Name of Bank: First Midwest Bank

The proposing bank wishes to note exceptions to the following items in the Request for Proposal:

<u>Page Number</u>	Item	<u>Estimated (Costs)</u>
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# **Attachment Two**



**FINANCE DEPARTMENT**

**BANKING SERVICES**

**Mandatory Pre-Proposal Meeting  
Tuesday, November 19, 2013 at 11:00 AM  
Village Hall Board Room**

**DUE DATE:  
Monday, December 9, 2013 by 2:00 PM  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439**

**Christina Smith  
Finance Director  
630-257-1592**

## Section I - General Information

- a. **Introduction and Mandatory Requirements** - The Village of Lemont, Illinois (“the Village”) is requesting proposals to ensure the Village is receiving the highest quality banking services at a competitive price. The Village’s expectation upon completion of the Request for Proposal (RFP) process is to enter into a five (5) year contract, with the option for the Village to renew annually for an additional five (5) one year periods.

Fees specified in this proposal will remain fixed for the duration of the initial 5-year contract period. Banking service charge adjustments for each optional renewal period (years 6 – 10) may be proposed but may not exceed the lesser of 5% or the Consumer Price Index (CPI) as of December of the preceding year.

Proposals should demonstrate the proposer bank’s cost effective and innovative approach to today’s banking needs as well as the rapidly changing demands of the future.

In accordance with the Village of Lemont’s Investment Policy (Appendix C), the Village will not maintain funds in any financial institution that is not a member of the FDIC system. Furthermore, the Village will not maintain funds in a financial institution that is unwilling or incapable of posting the required collateral for funds in excess of the FDIC insurable limits.

It is the policy of the Village to maintain investment and operating accounts locally whenever possible, though the depository bank will ultimately be selected on the basis of high quality products and services and maximizing earnings.

- b. **Account Description** - The Village was incorporated in 1873 and has a population of 16,000 according to the 2010 census. Lemont is a non-home rule municipality under Illinois law. The Village is located approximately 28 miles southwest of Chicago in Cook, Will and DuPage Counties. The Village employs approximately 70 full-time and part-time staff members. The Village’s fiscal year begins on May 1 and ends on April 30.
- c. **Public Records** – The documents submitted in response to this request for proposals become a public record upon submission to the Village, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of the law. If the Village receives a request for inspection or copying of any such documents, it will promptly notify the organization that submitted the documents to the Village (by e-mail and by fax if fax number is available) and upon the written request of the organization, received by the Village within three (3) days of the original request for information, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The Village assumes no contractual obligation to enforce any exemption.
- d. **RFP Schedule**

November 8, 2013		Distribution of RFP
November 19, 2013	11:00 AM	Mandatory Pre-Proposal Meeting
<b>December 9, 2013</b>	<b>2:00 PM</b>	<b>RFP Sealed Responses Due to Village</b>

December 16, 2013		Initial Evaluation Complete
January 7, 2014		Optional Interviews (at the option of the Village)
January 27, 2014		Recommendation of award to Village Board
May 1, 2014		Implementation Date of Contract

- e. **Questions Regarding the RFP** – Requests for clarification or additional information should be asked at the Mandatory Pre-Proposal Conference or e-mailed in advance of the Pre-Proposal Conference to Chris Smith, csmith@lemont.il.us.
- f. **RFP Amendments** – In the event of a material modification, all known and/or potential proposers will be notified of an amendment to this RFP. If deemed necessary by the Village, proposers will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.
- g. **Proposal Submission** - Each proposer must submit one (1) original and four (4) copies of their proposal. In addition, an electronic copy of the proposal and any supporting documentation must be submitted on CD-ROM. The complete proposal package must be submitted in a sealed envelope, clearly identified as “PROPOSAL FOR BANKING SERVICES.” The proposals may be mailed or delivered to:

Chris Smith, Finance Director  
418 Main Street  
Lemont, IL

Proposals must be submitted by 2:00 p.m. on **December 9, 2013**.

Proposers accept all risks of late delivery of mailed proposals regardless of fault. Facsimile and other electronically transmitted proposals will not be considered. All proposals and accompanying documentation will become the property of the Village and will not be returned.

- h. **Terms and Conditions** –
1. The Village reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Village also reserves the right to cancel or reissue the RFP, to reject any or all proposals, to waive any irregularities or informalities in the selection process, and to accept or reject any item or combination of items. The Village reserves the right to request clarification of information from any vendor or to request supplemental material deemed necessary to assist in the evaluation of the proposal. The Village reserves the right to effect any agreement deemed by the Village to be in its best interest. This RFP does not obligate the Village to accept or contract for any expressed or implied services. The Village reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items.
  2. In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after Village Board approval, the Village may give notice to such

proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly.

3. The Village will not reimburse any vendors for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews.
4. The information in this RFP indicates an estimate of the average number of transactions per month. This number is the Village's best estimate of the average volume and the Village in no way guarantees these as minimum or maximum volumes.
5. Proposers shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine this document shall in no way relieve any proposer of obligations with respect to this proposal or the subsequent contract.
6. The contract may be terminated by either party by giving written notice to the other party at least ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for at least six (6) calendar months. The bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract. If the bank exercises the right to terminate the contract early, they cannot submit future proposals to the Village for a period of ten (10) years.
7. The Village also reserves the right to cancel its Banking Services Agreement without a 90 day written notice if the bank is sold or merged with another bank. However, an automatic continuation of all terms of the agreement in the event of a merger or acquisition may occur as long as the financial institution guarantees in writing that they will continue to meet all required terms of the agreement and the Village agrees in writing to the continuation of the agreement.
8. The Village also reserves the right to terminate the "Banking Services Agreement" without a 90 day written notice if the awarded bank fails to comply with any of the terms and conditions of this RFP.
9. Equal Employment Opportunity/Anti-Sexual Harassment Policy. During the term of the Banking Services Agreement, the bank shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The bank shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable state or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of the contract.
10. The bank shall comply with the provisions of the Illinois Drug Free Workplace Act and the Americans with Disabilities Act.
11. For purposes of indemnification requirements, the following terms shall have the meanings set forth below:

The "BANK" means and includes the financial institution submitting a bid in response to this RFP, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and

"Loss" means any and all loss, damage liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).

Indemnity. For purposes of this Agreement, BANK hereby agrees to indemnify, defend and hold harmless the Village, its employees and agents from any and all “Loss” where “Loss” is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the BANK. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the Village or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the Village’s or any third party’s joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the BANK’s obligation hereunder shall not include amounts attributable to the fault or negligence of the Village. Nothing in this section shall be deemed to impose liability on the BANK to indemnify the Village for loss when the Village’s negligence or other actionable fault is the sole cause of loss.

12. Jurisdiction, Venue, Choice Of Law. The RFP and Banking Services Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Cook County, State of Illinois.
13. Non-Enforcement By The Village. The bank shall not be excused from complying with any of the requirements of the RFP or Banking Services Agreement because of any failure on the part of the Village, on any one or more occasions, to insist on the bank's performance or to seek the bank's compliance with anyone or more of said terms or conditions.
14. Bank shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lemont.
15. Bank agrees to furnish all documentation related to the RFP or Banking Services Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) days after Village issues notice of such request to the bank. Bank agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the bank’s, actual or alleged violation of the FOIA or the bank’s failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should the bank request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the bank agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other

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

16. Provide a copy of a recent investment rating report provided by a nationally recognized rating agency.
17. Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, banker's professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.

## Section II - Scope of Services

The Village seeks proposals from competing banks for the services identified in this section (Section II) of this RFP which include core banking services (those currently received by the Village) and non-core or additional services the Village would like to consider. The preferred arrangement would award a contract for all services to one Bank; however, the Village may consider an unbundled arrangement whereby one or more banks provide services. Cost proposals for additional services should be presented separately from the cost proposal for core banking services.

The scope of services for core depository services are identified on pages 6-9 of this RFP. Additional services are identified on pages 9-10 of this RFP. The Village is not obligated to procure any of the services enumerated in Section II.

- a. **Term of Agreement** - The banking services detailed in this section will be performed for the Village on a contractual basis for five (5) years, with the option for the Village to renew annually for an additional five (5) one year periods.
- b. **Collateralization of Account Balances** - It is the policy of the Village to require security for all cash maintained in any financial institution designated as a depository. The Village is authorized to exercise this authority pursuant to the Illinois Public Funds Investment Act (30 ILCS 235). This statute states, in part, as follows: "Whenever a public agency deposits any public funds in a financial institution, the public agency may enter into an agreement with the financial institution requiring any funds not insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration or other approved share insurer to be collateralized by any of the following classes of securities..."

**All collateral pledged will be not less than 110% of the Village funds held by the institution in excess of the FDIC limits.** Collateral shall be valued at fair market value of the net amount of public funds to be secured at each institution. Pledged collateral will be held in safekeeping and evidenced

by a safekeeping agreement. The banking institution awarded the contract must have a completed and executed collateral agreement with the Village before the start date of the contract.

Monthly reports detailing the adequacy of collateral must be supplied to the Village by the bank within five (5) business days of the close of each month via e-mail. The banking institution agrees to provide increased collateral as needed. The Village shall have the right to terminate the Banking Services Agreement if the bank does not continue to provide not less than 110% of the Village funds held by the institution in excess of the FDIC limits on a continuous basis.

- c. **Account Structure** - The Village maintains its financial records on a fund basis of accounting in conformance with generally accepted accounting principles. In conjunction with this type of accounting, the Village currently utilizes commingled cash accounts which commingles monies into a single account with entitlement to the various portions of cash reflected in the Fund's general ledger accounts.

With the exception of a compensating balance account, all accounts will be set up as interest bearing checking accounts. Interest will be credited monthly based upon the weighted average daily balance of these accounts. The interest rate will be the rate proposed by the institution through this proposal on Exhibit B-2.

Data has been provided on the attached Cost Proposal Form (Appendix B) to indicate the average daily balance, the average number of deposits per month, the average number of checks clearing the accounts per month and various other statistical information which would be helpful for your institution in computing the fee proposal for the Village's accounts.

Currently the Village has a general commingled checking account for the majority of its deposit activity, a Clearing account (zero balance) for semi-monthly invoice payments and a Payroll account (zero balance) for bi-weekly payroll periods. Additionally, there is a Section 125 Flex Spending checking account. Also, the Village has separate bank accounts established for various activities that are required to be separated by law or other specific reason, including Police Pension (money market), special revenue/enterprise (2-one money market and one checking) and guaranteed deposit accounts.

- d. **Compensating Balances and Monthly Account Analysis**

The Village is asking each proposer to submit fee proposals both on a direct fee per item method with monthly payments for services rendered and a compensating balance payment method. The Village would like the option to pay for services either way based on what is best for the Village at the time (of entering into the agreement or on a continuous basis?).

If the direct fee per item method is chosen, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis statement shall be made available electronically to the Village within 10 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume, similar to those provided in Appendix B which are those services currently on the Village's monthly account analysis statement, rather than being debited directly against Village deposits. The Bank shall submit an invoice to the Village monthly and fees will be paid within thirty (30) days of receipt.



If the compensating balance method is selected, all charges for banking services shall be reported on a monthly account analysis statement. The monthly account analysis statement shall be made available electronically to the Village within 10 business days of the last day of each month and shall contain a detailed itemization of charges of types and volume, similar to those provided in Appendix B which are those services currently on the Village's monthly account analysis statement. Total charges will then be compared to total accumulated earning credits to determine the total net debit (due the bank) or credit (due the Village). The net debit or credit in the account will continue to accumulate in the analysis account from month to month and a "true-up" will occur at April 30 of each year. If a debit balance, the Village will pay the bank. If a credit balance, the bank will pay the Village. Both parties shall be required to pay any outstanding balance within thirty (30) days.

The Village will monitor the compensating balance on a periodic basis and adjust its compensating balance up or down with the objective of arriving at a net balance due to/from the Village of zero.

If no service fees would be charged in consideration for a specified amount of deposits being left on account for the term of the agreement, this should be stated on the Cost Proposal Form.

Upon termination of this agreement, any remaining balance in the analysis account shall be paid to the bank (if a debit balance) or to the Village (if a credit balance).

- e. **On-line Banking** - The Village requires the successful proposer to provide "on-line", internet-based banking services software accessible by web browser (e.g., Internet Explorer). The Village wishes to use on-line banking for the following, at a minimum:
1. Daily balance reporting (ledger, available and collected);
  2. Detailed debit and credit postings (cleared checks, deposits, chargebacks, wire transfers in and out, interest payments, etc.) with ability to download data into Microsoft Excel spreadsheet format;
  3. Initiation of internal account-to-account transfers;
  4. Initiation of regular recurring wire transfers;
  5. Initiation of ACH debit and credit transactions and creation of saved "instructions" or "templates" for recurring/repetitive ACH debit (collection) or credit (direct deposit) type transactions;
  6. Placement of stop payment orders;
  7. Ability to view a minimum of the last six (6) months of statements.
- f. **Transfers Between Accounts** - On a regular basis, the Village will make transfers between its various accounts. Transfers will be done electronically, via the internet, by the Village, except in instances where manual transactions are required (e.g., when online services are not available). Credit for any transfers must be given on the same day that the transfer is made.
- g. **ACH** - The bank must be both a "sending" and "receiving" bank on the Automated Clearing House system to accommodate a payroll direct deposit program and electronic payment collection programs for utility payments. Presently, the Village's payroll and corresponding ACH direct deposit file are transmitted to the bank's processing center electronically. The Village also receives ACH deposits

from its Utility Billing customers that have signed up for automatic debits from their accounts for their monthly or bi-monthly utility bill.

The Village also seeks ACH “block” and filtering capabilities for preventing unauthorized debits of Village bank accounts.

- h. **Availability of Funds** - Deposits will be made periodically during the business day (9:00 a.m. to 5:00 p.m.) to a designated cashier or location mutually agreed upon by the Village and the awarded bank. The Village will be given credit as collected funds on all items which are cleared by the bank on the same day on which the deposit is made. Items deposited which clear at institutions located within the appropriate Federal Reserve Region will be considered collected funds within one business day. All other items deposited will be given credit as collected funds within two business days. The bank will also credit the Village’s accounts for incoming wire transfers on the day received regardless of the time of receipt during the day. All proposing banks are required to attach a copy of their current “availability schedule” to the proposal.

- i. **Wire Transfers** –

**Incoming Wires.** The Village intends to consider all wire transfers received by the bank prior to the end of the business day, as “available for investment” by the Village, regardless of the time of actual receipt by the bank. Should a wire transfer not be received by the bank, as specified above, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made as soon as possible for any lost interest.

**Outgoing Wires.** The awarded bank agrees to execute any wire transfer order within one (1) hour after notification by the Finance Department through the computer terminal, by telephone, or by fax, if necessary. Wire transfers ordered and not received by the destination party by 5:00 p.m. will be traced by the bank from origin to destination to ascertain the party responsible for delaying the transfer. If necessary, adjustments will be made for any lost interest, or charges resulting from a “fail” to consummate an investment transaction.

- j. **Bank Statement and Advice Frequency** – Monthly statements will also be available on-line for access or mailed as soon as they are available, but no later than five (5) business days after the end of the month. The bank will provide written documentation (debit/credit advises) included with the monthly account statements for all account adjustments made during the month.

As stated above, a monthly account analysis statement will be made available and delivered to the Village within ten (10) business days after the end of the month.

- k. **Returned Checks** – Returned checks for deposit items to the account will not be returned by the depository financial institution. Instead, the check will be presented for payment a second time. If the check is returned a second time, the bank will notify the Village by debiting the designated account, returning the check to the Village, and providing written notification the same day as the debit is made to the account.

- l. **Denial of Payment** – The financial institution will contact the Finance Director or designee before denial of payment drawn on any Village account due to lack of funds.

- m. **Supplies** – The banking institution shall provide for all accounts duplicate deposit slips, locking bank deposit bags/money bags and endorsement stamps as needed at no cost to the Village.
- n. **Direct Deposit of Payroll** – The Village offers and encourages payroll direct deposit. The Village pays its employees bi-weekly every other Friday. Currently, the Village transmits the payroll data to the financial institution electronically by 4:00 PM on the Wednesday before payday. Deposits must be made into the employees’ accounts by 8:00 AM on payday. Any deviations from these time/day requirements must be stated in the proposal.
- o. **Direct Payment of Utility Bills** – The Village also offers and encourages an automatic electronic payment withdrawal program for Water/Sewer bills. The Village bills commercial accounts and residential accounts bi-monthly. Currently, the Village transmits the utility account data to the financial institution electronically on the due date which is typically around the 20<sup>th</sup> of the month.
- p. **Deposit of Cash/Coins and Singles** – Every normal business day the Village will make deposits that include cash made up of singles and coins. The bank agrees to count these singles/other bills and unsorted, unwrapped coins and include them in the deposits on the day received. Currently, the cash deposits average about \$200 per day.
- q. **Cashier’s Checks/Money Orders/Gift Cards** – Occasionally the Village needs to acquire cashier’s checks, money orders or Visa gift cards. Please include the costs in your proposal for these items, if any.

### **Additional Banking Services**

In addition to the current banking services received by the Village as described above, the Village would like to consider some enhanced banking services. Costs, if any, associated with the proposed enhanced services should be segregated from the cost proposal for core services.

- r. **Remote Deposit** – The Village currently processes its utility bill remittance payments, commuter parking permit payments, parking ticket payments, building permits and other payments in-house. It is our preference that the Bank will be able to accept electronics files for deposit and the proposal should include the cost of each deposit, the per item charge, cost of service, and cost of equipment if applicable.
- s. **Credit Card Processing** - The Village currently accepts online credit card payments utilizing the Illinois State Treasurer’s E-Pay system. We currently accept Mastercard, American Express and Discover. We would like to evaluate the option of including this in the Banking Services RFP considering the online and over-the-counter transactions including the current cards accepted plus VISA. Please include the cost of new equipment in your proposal, if applicable.

## Section III - RFP Response Instructions

a. **Proposal Format** – All banks wishing to submit a proposal must submit the following documents:

- Title Page including the proposal subject, bank name, contact person's name, mailing address, e-mail address, phone number, fax number and the date of the proposal
- Background information of the Bank, including full name and principal address, local locations, basic information of the Bank as an institution and summary of experience with municipal clients
- A description of the organization and location of the relationship team that will be assigned to the Village including the experience of this relationship team
- Scope of Services – Clearly describe the scope of services as required under this RFP, including the on-line services, and the additional banking services to be provided. Include a discussion of your bank's approach to be used for compliance with the RFP
- Cost Proposal Form – Appendix B
- Earnings Credit Rate and Balance Required to Support \$1.00 of Services – Appendix B-2
- Proposal Exception Form – Appendix C
- Proposed Implementation Schedule – Describe the conversion plan you would coordinate to ensure a smooth transition from the Village's current provider of banking services. Discuss your ability to meet the Village's proposed schedule as indicated in this RFP. Please note the Village will not reimburse the bank for implementation costs.
- Contact Information for five (5) references (a minimum of three (3) must be governmental accounts) to which the proposer is currently providing banking services. Include the following information with your proposal.
  - a. Contact Name
  - b. Title
  - c. Name of Customer
  - d. Address
  - e. Telephone Number
  - f. Fax Number
  - g. E-mail Address
  - h. # of Years as Customer
  - i. Services Utilized
- Audited financial statements and FDIC Call Reports for the past two (2) years as required by Illinois State Statute (30 ILCS 235/6) for any bank that will receive public funds.
- Disaster Recovery Procedures, including information on how quickly the back-up facilities will be activated.
- Additional Data and Other Information as Required by the Village during the RFP process
- Other banking services that may be of interest to the Village not previously mentioned

If a proposer cannot meet any of the specifications, expectations or services in Section II or takes exception to any of the terms or conditions presented, that information should be distinctly noted in the appropriate sections. If no exceptions are presented, the Village will assume the bank is capable of and will provide full capabilities as described in Section II. Should third party vendors be necessary to provide any of the requested services, the detailed involvement of those parties and delineation of responsibilities should be explained in the appropriate sections.

## Section IV - Proposal Evaluation

Proposals will be evaluated by a committee of Village staff. Evaluations will be based on criteria outlined herein which may be weighted by the Village in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

- A. Responsiveness to RFP - The Village will consider all the material submitted to determine whether the proposer's offering is in compliance with the RFP.
- B. Ability to Perform Required Services - The Village will consider all the material submitted by each proposer, and other relevant material it may otherwise obtain, to determine whether the proposer is capable of and has a history of successfully completing contracts of this type. The proposer shall furnish acceptable evidence of their ability to perform, regarding such categories as expertise/experience, equipment, facilities and personnel qualified to perform requested duties. Failure or refusal to provide such information upon request may cause the proposal to be rejected.
- C. References – The Village may contact references directly to inquire about the quality and type of services currently being provided to other customers.
- D. Fees - The Village will evaluate aggregate banking services cost, per identified activity, rate of interest paid on accounts, and overall cost effective approach to providing the services requested in this RFP.

Optional Interviews and Site Visits - The Village may, at its sole option, conduct interviews and/or site visits as part of the final selection process.

The inclusion in any proposal and/or in the related proposed banking services agreement of any language which directly or indirectly limits and/or in any manner purports to limit the liability of the bank for any negligence, malfeasance, and/or failure by the bank to perform its obligations under its proposed banking services agreement may, in the sole discretion of the Village, be grounds for disqualification of such proposal.

**PLEASE SUBMIT THE FOLLOWING  
PAGES WITH YOUR PROPOSAL**

**ONE (1) ORIGINAL  
AND  
FOUR (4) COPIES**

**PROPOSAL FORM  
BANKING SERVICES**

Company Name:
Contact Person:
Address:
City, State, Zip:
TX: ( )
FX: ( )
<b>Signature:</b>
E-Mail Address Required:

**The proposer acknowledges receipt of the addenda as follows:**

Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_

This proposal is an offer which shall be considered accepted only after the Village Board authorizes the execution of the contract. In the event that this proposal is accepted and an award of contract is made, the proposer does hereby agree to deliver to the Village the signed and executed Contract as specified in the General Instructions within ten (10) working days after the date of such acceptance and notification thereof.

This proposal, when accepted and signed by an authorized signatory of the Village, shall become a contract binding upon the person, partnership, or corporation to supply or perform as specified and upon the Village to accept the product or service.

**APPENDIX B  
VILLAGE OF LEMONT  
COST PROPOSAL FORM**

Section I: Direct Fee per Item Monthly Statement Payment Method

<b>Village of Lemont</b>					
			<u>Est. Volume/month</u>	<u>Unit Price</u>	<u>Extended Cost</u>
<b>General Account Services:</b>					
	Regulatory Assessment		1		
	Account Maintenance		6		
	Deposit Posted		70		
	Deposit Items		3300		
	CD ROM		1		
	Checks Paid		300		
	ACH Credits Received		1		
	ACH Debits Received		13		
	Deposit Correction Fees		1		
<b>Depository Services</b>					
	Standard Cash Deposited		33		
	Returns/Chargebacks		19		
<b>Web Access</b>					
	Access		1		
	Access user fees		6		
<b>Positive Pay</b>					
	Positive Pay- Accounts		2		
	Positive Pay Item		273		
	File Express		1		
	Exception Items		5		
<b>ACH Services</b>					
	ACH Module		1		
	ACH Origination Items		573		
	ACH Debit/Credit Return		1		
<b>Wire Transfer Services &amp; Other Fund Transfer Services</b>					
	Monthly Maint		1		
	Electric Wire out- Domestic		0		
	Incoming Domestic Wires		4		
	Book Transfers		0		
<b>Zero Balance Account Services</b>					
	ZBA Monthly Maintenance		2		
	ZBA Master		1		
	Additional standard fees not listed				
	Average Monthly Balance		\$750,000.00		



**APPENDIX B – Continued**

**Average Balance:**

\$750,000

**Interest Rate:**

**Fixed** \_\_\_\_\_ %

**Variable:**

Tied to T-Bill rate \_\_\_\_\_ (Basis Points)  
(Indicate plus or minus for over/under)

Other Index \_\_\_\_\_ (Specify)

\_\_\_\_\_  
Name of Institution

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

**APPENDIX B-2**

**VILLAGE OF LEMONT  
CALCULATION SUPPORTING  
EARNINGS CREDIT RATE AND BALANCE REQUIRED TO SUPPORT \$1.00 OF SERVICES**

1. Please provide Earning Credit Rate (ECR): \_\_\_\_\_%

This is the rate used to value average investable balance. How is this rate assigned?

2. Please provide the balance required to support one dollar (\$1.00) of service charges:

Exception (Also included in Exhibit C)

$$\frac{365 \div 30 \text{ (days in November)}}{\text{( ___ \%)}} \\ = \underline{\hspace{2cm}}$$

$$\frac{365 \div 30 \text{ (days in November)}}{= \underline{\hspace{2cm}} \text{ ( ___ \% )}}$$

Banks should use the ECR proposed to complete the analysis.

**APPENDIX C  
VILLAGE OF LEMONT  
Proposal Exception Form**

Name of Bank: \_\_\_\_\_

The proposing bank wishes to note exceptions to the following items in the Request for Proposal:

<u>Page Number</u>	Item	<u>Estimated (Costs)</u>
--------------------	------	--------------------------

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

**from:** James L. Cainkar, P.E., P.L.S., Acting Village Engineer

**subject:** **Approval of Resolution Authorizing Submittal of the  
2014 Community Development Block Grant (CDBG) Program Year Application**

**date:** February 18, 2014

---

**BACKGROUND**

The County of Cook annually receives a distribution of Federal Funds for its use in funding capital improvements and social programs. These funds are eligible to be used in areas of the County that have census tracts that exceed a 49% low-to-moderate income level. (Communities over 50,000 population and others that have "opted out" of the County Program are not included.) The 2000 Census, that is still in use by Cook County, indicated that there is one (1) area of the Village that qualifies for CDBG funds with a 56.2% level. This year, the Village is applying for the funding of a Water Main Replacement and Extension program, which includes Ledochowski Street, Sobieski Street to McCarthy Road and Grant Street, McCarthy Road to Emil Street. The project consists of the replacement of the 4-inch water main on Ledochowski Street, with a new 8-inch main, and the installation of a new 8-inch water main extension on Grant Street. The Village is requesting \$250,000 in CDBG funds, with a local match of \$65,000.

**PROS/CONS/ALTERNATIVES**

Approval of the Resolution will authorize the submittal of the 2014 CDBG Application with Cook County.

**RECOMMENDATION**

Passing of the Resolution approving the submittal of the Application with Cook County for the 2014 Community Development Block Grant Program (CDBG).

**ATTACHMENTS**

- Resolution and Clerk's Certificate (Cook County Format)
- Location Map

**VILLAGE BOARD ACTION REQUIRED**

Passing of Resolution approving the submittal of the Application with Cook County for the 2014 Community Development Block Grant Program (CDBG), in order to receive block grant monies.

## RESOLUTION

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

Section 1. That a Request is hereby made of the County of Cook, Illinois for Community Development Block Grant ("CDBG") funds for Program Year 2014 in the amount of \$250,000.00 for the following project(s):

Ledochowski Street Water Main Replacement / Grant Street Water Main Extension	\$250,000.00
--	--------------

As identified in the Village's CDBG 2014 Program Year application.

Section 2. That the Village President and Village Clerk are hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to make application for the funds requested in Section 1 of this Resolution, a copy of which applications on file with the Secretary.

Section 3. That the Village President is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within its application will be made available upon the approve of the projects by the County of Cook, Illinois or the prorated share thereof.

Dated this 10<sup>th</sup> day of March, 2014.

By: Brian K. Reaves, Village President \_\_\_\_\_  
Print Name (President) Sign / President

By: Charlene M. Smollen \_\_\_\_\_  
Print Name (Clerk) Sign / Clerk

( S E A L )

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

**CLERK'S CERTIFICATE**

I, **CHARLENE M. SMOLLEN**, the duly appointed, qualified and acting Village Clerk of the Village of Lemont, Cook County, Illinois, **DO HEREBY CERTIFY** that attached hereto is a true and correct copy of the Resolution 2014 – \_\_\_\_\_ now on file in my office entitled:

***A RESOLUTION EXPRESSING THE VILLAGE'S DESIRE TO PARTICIPATE IN PUBLIC WORKS PROJECTS PURSUANT TO THE COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM***

which Resolution was passed by the Board of Trustees of the Village of Lemont at a meeting held on the **10<sup>th</sup>** day of **March, 2014**, at which meeting a quorum was present, and approved by the President of the Village of Lemont on **10<sup>th</sup>** day of **March, 2014**.

I **FURTHER CERTIFY** that a fully executed original copy of said Resolution was duly filed in the office of the Clerk on March 10, 2014, and that attached hereto is a copy of said Resolution. That the original Resolution is entrusted to my care for safekeeping and that I am the lawful keeper of same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Lemont, this **10<sup>th</sup>** day of **March, 2014**.

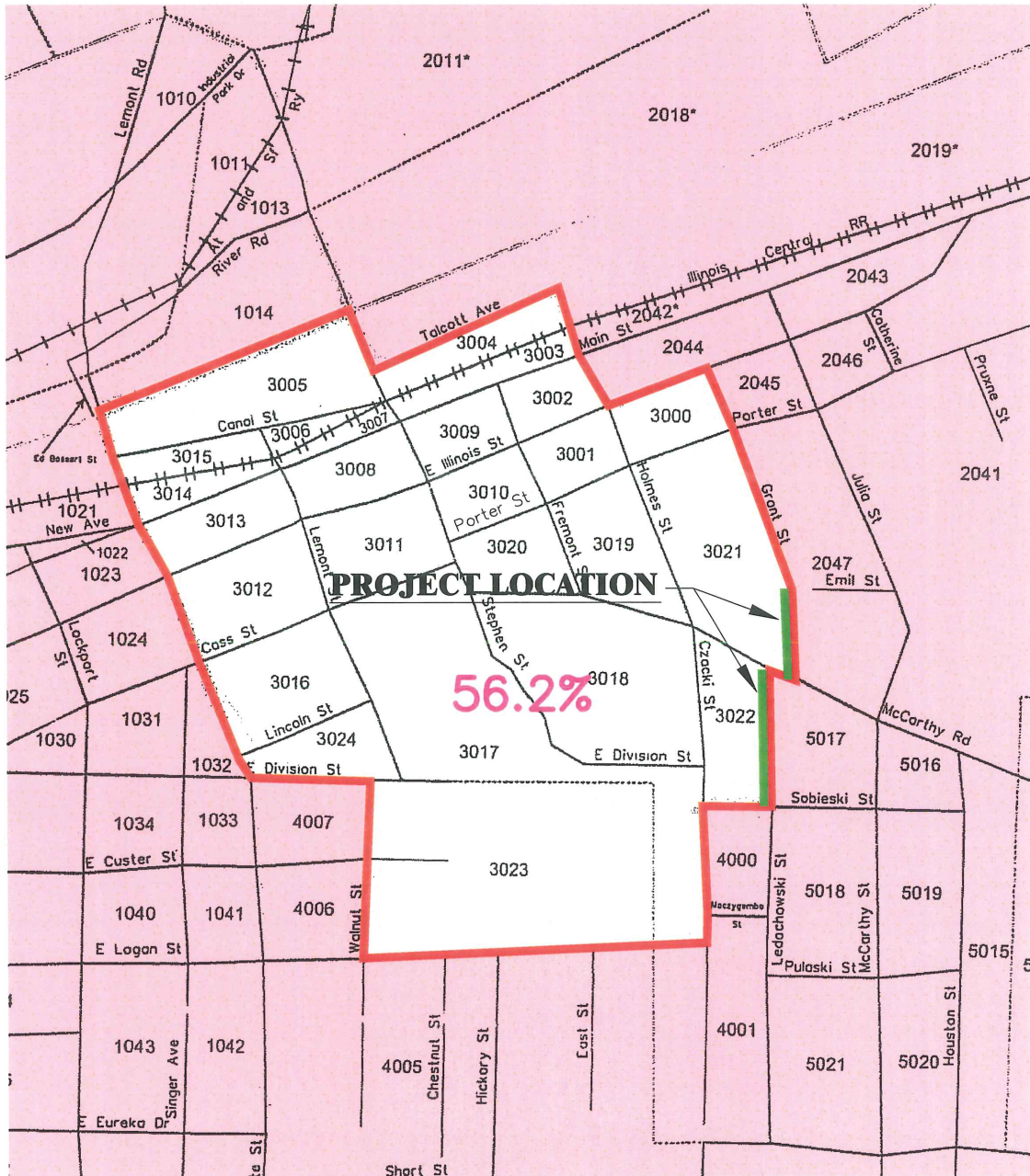
\_\_\_\_\_  
**Charlene M. Smollen, Village Clerk**

**(SEAL)**



# VILLAGE OF LEMONT, ILLINOIS

## 2014 CDBG PROGRAM



### LEDOCHOWSKI STREET WATER MAIN REPLACEMENT AND GRANT STREET WATER MAIN EXTENSION

PROJECT NO. 14042

LOCATION MAP

# Proclamation

**Mayor**  
Brian K. Reaves

**Village Clerk**  
Charlene Smollen



**Trustees**

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

*WHEREAS, quality health care is vital for individuals involved in physical activity; and*

*WHEREAS, Certified Athletic Trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge and skills acquired through their nationally regulated educational processes; and*

*WHEREAS, Certified Athletic Trainers provide the prevention of injuries, recognition, evaluation and aggressive treatment, rehabilitation, health care administration, and education and guidance; and*

*WHEREAS, athletic training was recognized by the American Medical Association in 1990 as an allied health care profession; and*

*WHEREAS, the National Athletic Trainers' Association represents and supports more than 30,000 members of the athletic training profession employed in professional sports, colleges, universities, high schools, clinics, hospitals, military branches and corporate and industrial settings; and*

*WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care for athletes and those engaged in physical activity within the aforementioned settings; and*

*WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote Certified Athletic Trainers as allied health professionals.*

*NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees, do hereby proclaim the month of March 2014 as NATIONAL ATHLETIC TRAINING MONTH in the Village of Lemont, Illinois and hereby encourage all citizens to acknowledge the dedication and hard work of the Athletic Trainers within our community and to learn more about the importance of athletic training.*

*Dated at Lemont this 10th day of March, 2014.*

---

*BRIAN K. REAVES, Mayor*

*Attest:*

---

*CHARLENE SMOLLEN, Village Clerk*



# Proclamation

**Mayor**  
Brian K. Reaves

**Village Clerk**  
Charlene Smollen



**Trustees**

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

*WHEREAS, food is the substance by which life is sustained; and*

*WHEREAS, the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and*

*WHEREAS, there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices; and*

*NOW, THEREFORE, I, BRIAN K. REAVES, on behalf of the Village Board of Trustees, do hereby proclaim the month of March NATIONAL NUTRITION MONTH® in the Village of Lemont, Illinois, and I encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.*

*Dated at Lemont this 10th day of March, 2014.*

---

*BRIAN K. REAVES, Mayor*

*Attest:*

---

*CHARLENE SMOLLEN, Village Clerk*

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

**from:** James L. Cainkar, P.E., P.L.S., Acting Village Engineer

**subject:** **Engineering Services Agreement**  
**Proposed IMTT Culvert Improvements**  
**DuPage County Stormwater Permit**  
**MWRDGC Stormwater Project – Phase 2**

**date:** March 4, 2014

**BACKGROUND**

Engineering Resource Associates, Inc. (ERA) has submitted a Proposal to perform engineering services for the proposed IMTT Culvert Improvement project, which consists of the removal and replacement of three (3) existing culverts located near the eastern end of the I&M Canal Trail, near IMTT, in the Village of Lemont. These engineering services consist of procurement of the very complex DuPage County Stormwater Permit, and are to be provided at a cost not to exceed \$37,042.00, which consists of a Base Proposal of \$17,750.00, and a Supplemental Services (Upon Authorization) cost of \$17,942.00, plus direct costs. ERA is a specialist for procurement of Stormwater Permits in DuPage County.

The MWRDGC has selected this culvert replacement project as eligible for MWRDGC Stormwater Funds – Phase 2. The project cost is estimated to be \$450,000.00, of which the MWRDGC has requested a Village match of approximately 20%. Since the engineering plans were completed in 1999, and along with this cost of providing the DuPage County Stormwater Permit (\$37,042.00 max.), the Village will propose to MWRDGC that the two (2) engineering costs noted herein (plans and permit) be considered the Village’s match share for the project.

**PROS/CONS/ALTERNATIVES**

Approval of the Agreement will allow the engineering permitting work and reports to be completed in a timely manner, and the construction work to commence this summer.

**RECOMMENDATION**

Approval of said Agreement with Engineering Resource Associates, Inc.

**ATTACHMENTS**

- Resolution Authorizing Approval of an Engineering Agreement with Engineering Resource Associates, Inc.
- Copy of Engineering Agreement (Exhibit A)

**VILLAGE BOARD ACTION REQUIRED**

Approval of Resolution as noted.

File No. 14078

**RESOLUTION**

**RESOLUTION AUTHORIZING APPROVAL OF AN ENGINEERING AGREEMENT  
WITH ENGINEERING RESOURCE ASSOCIATES, INC.  
IN CONJUNCTION WITH THE  
IMTT CULVERT IMPROVEMENTS**

**WHEREAS**, the Village of Lemont requires engineering services related to perform engineering services for the proposed IMTT Culvert Improvements, including in assisting in the regulatory permitting and possibly the hydraulic and hydrologic analysis, for the IMTT Culvert Improvement project;

**WHEREAS**, the Village of Lemont seeks to utilize the firm of Engineering Resource Associates, Inc. (ERA); and

**WHEREAS**, the Village and Engineering Resource Associates, Inc. have negotiated an agreement to identify the terms and conditions of the services to be provided.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees that the agreement attached hereto as Exhibit A is hereby approved.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 10<sup>th</sup> day of March, 2014.**

AYES

NAYS

PASSED

ABSENT

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

Approved by me this 10<sup>th</sup> day of March, 2014.

**A t t e s t:**

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

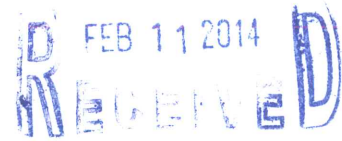
\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**



# ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

*Frank Novotny & Assoc.*



February 7, 2014

Mr. James L. Cainkar, P.E., P.L.S.  
Frank Novotny & Associates, Inc.  
825 Midway Drive  
Willowbrook, IL 60527

**Subject:** Proposal for Engineering Services  
IMTT (Powell Duffryn) Culvert Improvements  
Village of Lemont

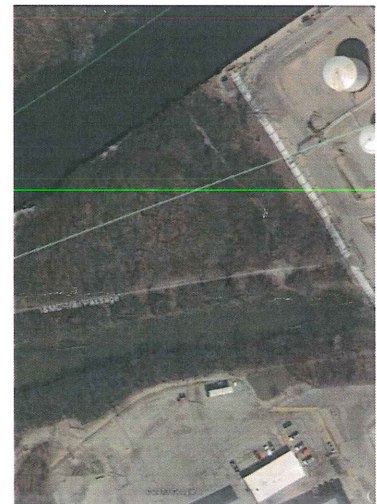
Dear Mr. Cainkar:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the IMTT (Powell Duffryn) Culvert Project in the Village of Lemont. The proposal has been prepared in accordance with your request for proposal, our recent phone conversation, our experience on similar assignments and our knowledge of the project area.

## PROJECT UNDERSTANDING

The Village of Lemont desires to remove and replace three existing culverts located under an existing aggregate drive. This drive is located near the eastern end of the I&M Canal Trail, between the Topeka and Santa Fe Railroad and the Mobile and Ohio Railroad, west of Archer Avenue, in Lemont, DuPage County, Illinois. The trail runs parallel to the historic Illinois and Michigan Canal (I&M Canal) and the Chicago Sanitary and Ship Canal. The improvement consists of the removal of three corrugated metal pipe culverts and the installation of three concrete box culverts 10'x6' in opening size, re-grading, and the associated restoration of the trail.

The engineering plans have been prepared by Frank Novotny and Associates (FNA). FNA now desires to retain ERA to assist in the permitting and possibly the hydraulic and hydrologic analysis of the removal and replacement of the culverts.



**Warrenville**  
3s701 West Avenue, Suite 150  
Warrenville, IL 60555  
P 630.393.3060

**Chicago**  
10 South Riverside Plaza, Suite 1800  
Chicago, IL 60606  
P 312.683.0110

**Champaign**  
3002 Crossing Court  
Champaign, IL 61822  
P 217.351.6268



## SCOPE OF SERVICES

ERA will provide engineering services in accordance with the following work plan:

1. *Meetings/Coordination* - Meet with FNA and others throughout the project duration to review progress and discuss relevant issues. For the purpose of this proposal, we have assumed two meetings will be sufficient. In addition, a third meeting is anticipated for a pre-application meeting with DuPage County to verify permit submittal requirements.
2. *Data Gathering* - Acquire background data from various sources including the following items.
  - USGS Topographic Mapping
  - Orthographic Topographic Mapping
  - Previous Studies, Plans and Reports
  - Previous Surveys and Contour Mapping
  - Storm Sewer, Sanitary Sewer and Water Main Atlases
  - Field visit to the site
3. *DuPage County Stormwater and Floodplain Permit (DCSFP) Application* - Prepare and submit tabular DCSFP application:
  - Tab 1 - Project Overview
    - Project Overview Narrative
    - Exhibits
  - Tab 2 - Stormwater Submittal
    - Engineering Plans (by others)
    - Offsite conditions narrative
    - Sediment and Erosion Control Plans (by others)
    - Best Management Practices Information Narrative
  - Tab 3 - Flood Plain and Flood Way Submittal
    - Flood Plain and Flood Way Delineation - locate on an exhibit
    - Compensatory storage calculations
  - Tab 4 - Wetland Submittal (as needed)
    - Wetland Delineation Report
    - Wetland Narrative
    - For purposes of this proposal it is assumed that any wetland impacts will be minor and will be mitigated on-site.
  - Tab 5 - Riparian Submittal
    - Riparian Narrative
    - For the purposes of this proposal it is assumed that any riparian impacts will be mitigated on-site.
  - Tab 6 - Maps
    - Site topographic map (by others)
    - Other exhibits as required



- Tab 7 - Maintenance
    - Scheduled maintenance narrative for BMP's and stormwater facilities
    - Wetland and riparian maintenance and monitoring plans
  - Tab 8 - Security
    - Sediment and erosion control cost estimate
4. *Wetland Analysis* - ERA will provide a wetland investigation of the site and within 100 feet of the property and prepare a written wetland delineation report in accordance with current U.S. Army Corps of Engineers, Chicago District, and Federal wetland delineation methodology. This work involves the following tasks:
- Wetland Determination/Delineation - *Wetland Boundaries* - Staked by pin flag and/or marking tape labeled "wetland".
  - Written Delineation Report Containing:
    - A. Army Corps of Engineers (ACOE) data forms
    - B. Documentation of verification of threatened and endangered species consultation with appropriate Federal and State agencies;
    - C. Aerial map exhibit of site showing approximate locations of data sampling points, and wetland delineation lines;
    - D. Floristic Quality Assessment;
    - E. Identification of off-site wetlands within 100' of the property;
    - F. Copy of a portion of the National Wetland Inventory Map containing the subject property;
    - G. Copy of a portion of the Will/ South Cook County SWCD soil map containing the subject property;
    - H. Site photos as necessary to describe wetland;
    - I. Narrative of applicable wetland regulations.
5. *Field Survey* - For the purpose of this proposal, this field survey consists only of locating any pin flags staked as part of the wetland delineation using the existing conditions survey as a reference.
6. *Permitting*- Several agencies are anticipated to review the plans and issue approvals. The anticipated agencies include:
- *Kane/DuPage Soil & Water Conservation District (KWCD)* - ERA will provide permit submittals including engineering plans prepared for others, address KWCD Comments and resubmit for permit.
  - *IEPA*- ERA will submit ESR for environmental sign off.
  - *IDNR*-ERA will submit support documentation associated with permitting through the joint application process.
  - *USACE*- ERA will submit permit application associated with a letter of no objection. Wetland impacts are anticipated to be minor with no offsite wetland mitigation anticipated.
  - *IHPA*- The scope of work anticipates initial review sign-off. Phase 1 or higher archeological study is not included in with the scope of work.



### SUPPLEMENTAL SERVICES

Supplemental services may be provided upon authorization from FNA.

1. *Field Survey* - ERA will perform a supplemental topographic field survey within the project area, from the proposed culvert improvements downstream to the Des Plaines River and upstream to the nearest upstream restriction or roadway crossing. It is assumed a Village benchmark is available within 2500 feet of the site and is located south of the Des Plaines River, I&M Canal, and the Sanitary Ship Canal. The survey will not be tied into a DuPage County benchmark.
2. *H&H Analysis* - This task includes analysis and modeling of existing conditions along the drainage way utilizing HEC-RAS and TR-20. We will analyze the critical duration 2, 5, 10, 25, 50, and 100 yr storm events. Effects of proposed improvements within the IMTT project area will be incorporated into a proposed condition model.
3. *Storm Water Report* - ERA will prepare the results of the H&H modeling and incorporate it into the DuPage County Stormwater Report.

### ITEMS NOT INCLUDED

1. Tab 9 of the DCSFP submittal - it is assumed a variance will not be required for this project.
2. Analysis of the floodplain/floodway, beyond the part of the supplemental services discussed above.
3. Engineering plans - for the purpose of this proposal, it is understood the plans prepared by others will be used.
4. Letter of Map Amendment or Letter of Map Revision
5. Survey will not be tied to a DuPage County benchmark

### PROJECT SCHEDULE

Engineering services described above will be provided in accordance with the following anticipated schedule.

<b>Task</b>	<b>Date</b>
Project Initiation	February 21, 2014
Complete Stormwater Evaluation	April 1, 2014
Submit Draft Report & Permit Applications	May 1, 2014
Anticipated Permit Approvals	July 15, 2014



**FEES**

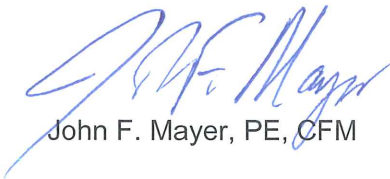
Fees for engineering services described above are proposed on a cost, not to exceed basis using our hourly rate multiplier of 2.80. The following is a summary of estimated hours and fees. See the tables at the end of this proposal with a more detailed breakdown of these fees.

	<u>Estimated Hours</u>	<u>Not-to-exceed Fee</u>
Base Proposal IMTT Culvert Replacement	194	\$17,750
Supplemental Services (Upon Authorization)	194	\$17,942
Direct Costs	<hr/>	<u>\$ 1,350</u>
<b>Not to Exceed Total</b>	<b>388</b>	<b>\$37,042</b>

We appreciate the opportunity to provide this information and we trust that it meets with your approval. If acceptable, please execute this proposal where indicated below. Receipt of an executed copy of this proposal will serve as authorization to proceed with the work.

If you have any questions, please contact me at 630.393.3060 x21 or [jmayer@eraconsultants.com](mailto:jmayer@eraconsultants.com).

Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.  
WARRENVILLE



John F. Mayer, PE, CFM

JFM  
Attachment  
Enclosure





Exhibit 1

Acceptance & Authorization Form – February 7, 2014 Proposal  
IMTT (Powell Duffryn) Culvert Improvements  
Village of Lemont

Engineering Resource Associates, Inc.

Frank Novotny & Associates, Inc.



Authorized Signature  
John F. Mayer, PE, CFM  
Printed Name and Title

Authorized Signature  
GEORGE SCHAFFER, VILLAGE ADMINISTRATOR  
Printed Name and Title

3S701 West Avenue  
Suite 150  
Warrenville, Illinois 60555  
630-393-3060 t, 630-393-2152 f

Date

Please Provide Contact Information:

Mailing Address:  
(please provide street address for UPS deliveries)

VILLAGE OF LEMONT  
418 MAIN STREET  
LEMONT, IL 60439

Telephone & Facsimile Numbers:

630/257-1550 Fax: 630/243-0958

Email Address:

gschafer@lemont.il.us

INVOICES should be sent via:

Email  USPS Mail  Email & USPS Mail

If different than above address,  
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above)



Manhours and Cost Budget  
 Frank Novotny Associates, Inc.  
**IMTT Culvert Replacement - Base Proposal**

Prepared By  
 Engineering Resource Associates, Inc.  
 6-Feb-14

TASKS	PD	PM	PE	DE	CT	S ENV	ENV	SR	FT	CL	TOTAL HOURS	%OF HRS	TOTAL COST
1. Meetings/Coordination	1	0	6	9	0	0	0	0	0	2	18	9.3%	\$1,762
2. Data Gathering	0	1	4	8	0	0	0	0	0	1	14	7.2%	\$1,330
3. DCSFP	2	4	12	24	8	2	4	0	0	4	60	30.9%	\$5,841
4. Wetland Analysis	0	4	0	0	0	12	30	0	0	0	46	23.7%	\$3,725
5. Field Survey	1	2	0	0	0	0	0	8	8	0	19	9.8%	\$1,633
6. Permitting	1	2	8	16	0	2	4	0	0	4	37	19.1%	\$3,458
<b>Subtotal</b>	<b>5</b>	<b>13</b>	<b>30</b>	<b>57</b>	<b>8</b>	<b>16</b>	<b>38</b>	<b>8</b>	<b>8</b>	<b>11</b>	<b>194</b>	<b>100.0%</b>	<b>\$17,750</b>
Direct Costs (0% Markup)													
Printing													\$500
Shipping													\$50
Mileage													\$50
<b>Project Totals</b>	<b>5</b>	<b>13</b>	<b>30</b>	<b>57</b>	<b>8</b>	<b>16</b>	<b>38</b>	<b>8</b>	<b>8</b>	<b>11</b>	<b>194</b>	<b>100.0%</b>	<b>\$18,350</b>
	2.6%	6.7%	15.5%	29.4%	4.1%	8.2%	19.6%	4.1%	4.1%	5.7%	100.0%		

Hourly Rate Schedule	Payroll Rate	Multiplier	=	Billing Rate
PD - Project Director	\$69.64 /hour	2.80		<b>\$195.00</b> /hour
PM - Project Manager	54.00 /hour	2.80		<b>151.20</b> /hour
PE - Project Engineer	41.35 /hour	2.80		<b>115.78</b> /hour
DE - Design Engineer	28.50 /hour	2.80		<b>79.80</b> /hour
CT - CADD Technician	35.00 /hour	2.80		<b>98.00</b> /hour
S ENV - Dir. Ecological Services	38.50 /hour	2.80		<b>85.00</b> /hour
ENV - Environmental Spacialist	26.00 /hour	2.80		<b>70.00</b> /hour
SR - Surveyor	32.50 /hour	2.80		<b>75.00</b> /hour
FT - Field Technician	26.00 /hour	2.80		<b>67.00</b> /hour
CL - Clerical	27.50 /hour	2.80		<b>77.00</b> /hour

Manhours and Cost Budget  
 Frank Novotny Associates, Inc.  
**IMTT Culvert Replacement - Supplemental Services**

Prepared By  
 Engineering Resource Associates, Inc.  
 6-Feb-14

TASKS	PD	PM	PE	DE	CT	S ENV	ENV	SR	FT	CL	HOURS	HRS	COST
1. Field Survey	0	2	2	0	16	0	0	24	32	0	76	39.2%	\$6,046
2. H&H Analysis	1	2	16	40	4	0	0	0	0	1	64	33.0%	\$6,011
3. Stormwater Report	1	1	12	24	12	0	0	0	0	4	54	27.8%	\$5,135
<b>Subtotal</b>	<b>2</b>	<b>5</b>	<b>30</b>	<b>64</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>194</b>	<b>100.0%</b>	<b>\$17,192</b>
Direct Costs (0% Markup)													
Printing													\$500
Shipping													\$50
Mileage													\$200
<b>Project Totals</b>	<b>2</b>	<b>5</b>	<b>30</b>	<b>64</b>	<b>32</b>	<b>0</b>	<b>0</b>			<b>5</b>	<b>194</b>	<b>100.0%</b>	<b>\$17,942</b>
	1.0%	2.6%	15.5%	33.0%	16.5%	0.0%	0.0%			2.6%	100.0%		

Hourly Rate Schedule	Payroll Rate	Multiplier	=	Billing Rate
PD - Project Director	\$69.64 /hour	2.80		<b>\$195.00</b> /hour
PM - Project Manager	54.00 /hour	2.80		<b>151.20</b> /hour
PE - Project Engineer	41.35 /hour	2.80		<b>115.78</b> /hour
DE - Design Engineer	28.50 /hour	2.80		<b>79.80</b> /hour
CT - CADD Technician	35.00 /hour	2.80		<b>98.00</b> /hour
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FT - Field Technician	26.00 /hour	2.80		<b>67.00</b> /hour
CL - Clerical	27.50 /hour	2.80		<b>77.00</b> /hour

Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.



When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.



10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, waikouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Clients professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused



by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.

19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the



entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.

26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

**END OF GENERAL TERMS AND CONDITIONS**



# Village Board

## Agenda Memorandum

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**To:** Mayor & Village Board

**From:** George Schafer, Village Administrator  
Jeff Stein, Village Attorney

**Subject:** Resolution Approving a Cooperative Fishery Management Agreement with the Illinois Department of Natural Resources

**Date:** March 6, 2014

### **BACKGROUND/HISTORY**

Recently the Illinois Department of Natural Resources conducted a study in the Village's quarries regarding fishing. IDNR will help facilitate public fishing in the quarry at their cost. They will monitor fishing, and stock the quarry with species that are harmonious to the surroundings and other species. IDNR is requiring an IGA to authorize its access to the site and perform the work.

### **DISCUSSION**

Upon executing this agreement, the Village would be, as it already is, responsible for the overall enforcement of the use of the quarry. In short, there would not be a significant additional burden upon the Village if it enters into this IGA. Furthermore, this IGA is cancelable within 60 days, so if the IDNR attempts to invoke a significant amount of additional responsibilities upon the Village, we can terminate the agreement with no penalty.

### DETAILS AS TO THE IGA AND CORRESPONDING STATE LAWS:

The IGA as written would require the Village to enforce the rules and regulations under the Fish and Aquatic Life Code [515 ILCS 5/1-1, et seq.] and the Boat Registration and Safety Act [625 ILCS 45/1-1, et seq.]. Local police officers, along with state and county officers, are already charged with the "enforcement" of these statutes. The IGA also required enforcement of other applicable state laws pertaining to:

- A. Boat registration and permit fees;
- B. Zoning for water-related recreational activities;
- C. Types of boats prohibited;
- D. Swimming and skin diving;
- E. Disposal of litter and refuse;
- F. Use of alcoholic beverages;
- G. Use of firearms;
- H. Registration of fishing tournaments.

The following is already regulated as this is land subject to the Village ordinances that is addressed in the Code:

- A. Types of boats prohibited (9.44.030 prohibits boating with a craft that is motorized and/or exceeds 14 feet in length; 9.44.040 allows electric trolling motors to be used);

- B. Swimming and skin diving (9.44.030 already prohibits swimming. The site is not licensed by the Illinois Department of Public Health as a bathing beach or other swim area, therefore swimming is prohibited and must remain so);
- C. Zoning for water-related recreational activities (our zoning code already regulates this area);
- D. Disposal of litter and refuse (8.08.140 makes it unlawful to litter);
- E. Use of alcoholic beverages (9.44.030);
- F. Use of firearms (9.40 regulates discharge of firearms; Illinois Conceal Carry laws and other older guns laws already regulate this as well. In short, guns would not be allowed on site per the Illinois Conceal Carry law).

The main issue with this IGA as drafted, which is different than the original IGA provided to the Village, is that it states that there is to be some construction and/or project in the quarry. To date, the Village has not authorized any construction projects regarding the quarry. Furthermore, there is some one-sided language regarding indemnification and attorney's fee's provision in favor of the State. We are currently working with the State to have these provisions removed or provide similar provisions to the Village to make the playing field even. The IGA provided to the Village by IDNR is a form document that we are hopeful can be amended to suit the needs of our specific quarry.

**RECOMMENDATION:**

The resolution before you allows the Village Administrator to execute the agreement, in a form and manner that is acceptable to the Village Attorney.

**A Resolution Approving a Cooperative Fishery Management Agreement with the Illinois Department of Natural Resources**

**WHEREAS**, the President and Board of Trustees desire to enter into a Cooperative Fishery Management Agreement with the Illinois Department of Natural Resources (“Agreement”), substantially in the form attached hereto as Exhibit A;

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

**Section One:** The Agreement attached hereto as Exhibit A is hereby approved, subject to the Village Attorney’s approval.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 10<sup>th</sup> day of March, 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>	_____	_____	_____	_____

\_\_\_\_\_  
**BRIAN K. REAVES**  
**President**

ATTEST:

\_\_\_\_\_  
**CHARLENE M. SMOLLEN**  
**Village Clerk**

**EXHIBIT A**

**COOPERATIVE FISHERY MANAGEMENT AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
AND  
VILLAGE OF LEMONT**

**COOPERATIVE FISHERY MANAGEMENT AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
AND  
VILLAGE OF LEMONT**

This Cooperative Agreement between the Illinois Department of Natural Resources (IDNR) and the Village of Lemont is entered into pursuant to 5ILCS 220/1 et seq., 20 ILCS 805/805-100, 20 ILCS 805/805-515, 515 ILCS 5/1-155 and 625 ILCS 45/1-3.

WHEREAS, the parties agree that the public purpose of this agreement is to enable IDNR to work with ICF for the enhancement of public sport fishing;

WHEREAS, the parties recognize Cat Lady's Quarry as a body of water owned or managed by Village of Lemont which offers sport fishing opportunities to the community;

WHEREAS, the parties agree that this fishery management agreement will not conflict with the multipurpose of Cat Lady's Quarry; and

WHEREAS, both parties collectively have the resources to operate and maintain the Cat Lady's Quarry; and

NOW, THEREFORE, in consideration of the obligations and other good and valuable consideration recited below, the parties hereto agree as follows:

**I -STATEMENT OF WORK**

a. IDNR Responsibilities:

1. The IDNR is responsible for enforcing and regulating the rules pertaining to sport fishing regulations, the Illinois Boat Registration and Safety Act, and permitting of tagged and extended duration fishing tournaments pursuant to 17 Ill. Adm. Code 810. and 515 ILCS 5/1-155.
2. The IDNR will develop fishery management recommendations based upon biosurveys and bear all cost utilizing Federal and State Resources to provide fish stocks where needed to improve or maintain sport fishing. All sport fish management to be accomplished must be supported by Village of Lemont.
3. IDNR will schedule water patrols at its discretion

b. Village of Lemont Responsibilities:

1. Village of Lemont will give IDNR full access to affected lands and water.

2. Village of Lemont will cooperate with IDNR in the implementation of fishery management recommendations for the fishery, including, but not limited to, aquatic vegetation management, fish population control, utilizing fish toxicants, and securing adequate numbers and species of fish for stocking purposes.
3. Village of Lemont will abide by the rules and regulations consistent with the Fish and Aquatic Life Code [515 ILCS 5/1-1, et seq.], the Boat Registration and Safety Act [645 ILCS 45/1-1, et seq, and any other application state laws or regulations.
4. Village of Lemont will be responsible for zoning for water-related recreational activities; types of boats prohibited; swimming and skin diving; disposal of litter and refuse; use of alcoholic beverages; use of firearms and registration of fishing tournaments.

## II- TERM OF AGREEMENT

### a. Term

The term of this Agreement shall be for five (5) years from the date of full execution, and shall automatically renew for a subsequent five (5)-year term.

### b. Termination

- i. The parties agree that this Agreement may be terminated by either party by giving 60 days expressed written notice to the other party.
- ii. Nothing contained herein shall be construed as an agreement to perform any illegal act or any act not permitted to be performed by either IDNR or Village of Lemont. In the event that this Agreement is determined to be invalid, it shall be terminated immediately. Should any portion or portions of the Agreement be found to be invalid, the said portion or portions shall not be construed to render the entire Agreement void, but shall be severed from the Agreement upon such finding.

## III- INDEMNITY AND COMPLIANCE WITH LAWS

### a. Indemnity

~~The Village of Lemont covenants and agrees that it shall indemnify, protect, defend and hold harmless IDNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of the herein specified project facility.~~

b. Compliance with laws

1. This Agreement shall be governed in all respects by the laws of the State of Illinois.
2. The parties agree to perform fishery management projects in accordance with all applicable federal, State and local laws, ordinances and regulations.
3. ~~In connection with project construction, and the subsequent operation and maintenance of the facilities, the Village of Lemont agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required by law to complete the project.~~
4. ~~Village of Lemont agrees that in the event this Agreement is adjudicated by any court that its activities are deemed to be a breach or violation of this Agreement, as a part of the relief awarded to IDNR, that Village of Lemont will reimburse IDNR for the legal fees and all costs incurred by IDNR in the pursuit of its right under this paragraph. For purposes of this paragraph, "legal fees" shall be deemed to be the entire sum presented for payment by any attorney or law firm to IDNR relating to the claim of IDNR alleging Village of Lemont breach or violation. For purposes of this paragraph, "costs" shall be deemed to be all these expenses, including court costs, reasonably incurred by IDNR. In the event of substantial breach of this Agreement, IDNR reserves the right to demand return of any state funds awarded under this Agreement or require the replacement of comparable land in the event of a "conversion in use" as described herein.~~
5. The parties agree that fish stocking will be in accordance with the Division of Fisheries Statewide management program and stocking priorities and upon the annual availability of such fishes.

**IV-OTHER TERMS AND CONDITIONS**

- a. Nothing contained herein serves to limit, alter, or amend IDNR or Village of Lemont duties, rights, or responsibilities as set out in the applicable State and Federal statutes, law or regulations.
- c. Authority to Enter Agreement. Each Agency hereby gives express assurance that under applicable laws, regulation, and judicial rulings, it has the authority to comply fully with the use and disclosure limitations and conditions of the Agreement and that it will provide written notification to the other Agency within ten (10) days of any material change to this authority or any violation of this Agreement.

- d. Entire Agreement. This Agreement supersedes all other agreements or representations regarding FISHERY MANAGEMENT either oral or written, between the parties regarding regulatory cooperation. No waiver, alteration or modification of provisions in this Agreement shall be binding unless subsequently made in writing and signed by duly authorized representative of IDNR and Village of Lemont.
- e. Designation of Officials. As soon as practicable after signing this Agreement, the Agencies will advise one another of the appropriate officials to contact for purposes of notices and exchanges of information covered by this Agreement and will update such information as appropriate.
- f. It is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the United States Department of the Interior, Fish and Wildlife Services, on the basis of race, color, national origin or disability. A violation of this assurance may become reason to nullify this Agreement.
- g. There are no costs to Village of Lemont with respect to the stocking of the fishery by IDNR. However, should either event below occur without the IDNR's advanced written approval, Village of Lemont will reimburse IDNR in full for the amount of federal and state funds expended on the fishery:
  - i. The Village of Lemont conveys any of its property interests of Cat Lady's Quarry and the fishery is no longer available for public use as a sport fishing resource; or
  - ii. The Village of Lemont otherwise changes the use of the Cat Lady's Quarry such that it is no longer available to the public for use as a sport fishing resource.

**IN WITNESS WHEREOF**, each party has hereunto caused this Agreement to be executed by its duly authorized representative

APPROVED: \_\_\_\_\_  
 Village of Lemont, Village Administrator Date

RECOMMENDED: \_\_\_\_\_  
 Chief, Division of Fisheries Date

APPROVED: \_\_\_\_\_  
 Director, Office of Resource Conservation Date

APPROVED: \_\_\_\_\_  
 Director, Department of Natural Resources Date