



Village of Faith

VILLAGE BOARD MEETING

MARCH 12, 2012 - 7:30 P.M.

AGENDA

Mayor

Brian K. Reaves

Village Clerk

Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

phone (630) 257-1590
fax (630) 243-0958

Building Department

phone (630) 257-1580
fax (630) 257-1598

**Planning & Economic
Development**

phone (630) 257-1595
fax (630) 243-0958

Engineering Department

phone (630) 243-2705
fax (630) 257-1598

Finance Department

phone (630) 257-1550
fax (630) 257-1598

Police Department

14600 127th Street
phone (630) 257-2229
fax (630) 257-5087

Public Works

16680 New Avenue
phone (630) 257-2532
fax (630) 257-3068

www.lemont.il.us

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. CONSENT AGENDA (RC)

A. APPROVAL OF MINUTES

1. FEBRUARY 27, 2012 VILLAGE BOARD

B. APPROVAL OF DISBURSEMENTS

IV. MAYOR'S REPORT

A. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. CORRESPONDENCE

B. ORDINANCES

1. ORDINANCE APPROVING PURCHASE AND LEASE OF CERTAIN REAL PROPERTY KNOWN AS 12897 AND 12935 MAIN STREET (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

2. ORDINANCE AMENDING O-12-12 AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 10990 ARCHER AVENUE (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

3. ORDINANCE AUTHORIZING THE REMOVAL OF TREES INFESTED WITH EMERALD ASH BORER (PUBLIC WORKS)(BLATZER)(PUKULA)

C. RESOLUTIONS

1. RESOLUTION APPROVING THE EXECUTION OF SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

- VI. VILLAGE ATTORNEY REPORT**
- VII. VILLAGE ADMINISTRATOR REPORT**
 - 1. BUDGET PUBLIC HEARING TIME AND DATE**
 - 2. DRAFT OF FY12-13 BUDGET AVAILABILITY**
- VIII. BOARD REPORTS**
- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION (RC)**
- XIII. ACTION ON CLOSED SESSION ITEMS**
- XIV. MOTION TO ADJOURN (RC)**

MINUTES
VILLAGE BOARD MEETING
February 27, 2012

The regular meeting of the Lemont Village Board was held on Monday, February 27, 2012 at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. February 13, 2012 Village Board Minutes.
2. February 20, 2012 Committee of the Whole Minutes.

B. Approval of Disbursements

C. Ordinance O-13-12 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Reducing Number of Class C-3 Liquor Licenses). Motioned by Chialdikas, seconded by Blatzer to approve said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

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

Motion passed.

IV. MAYOR'S REPORT

A. Public Hearing – Special Use of Architectural Revisions to Bella Strada Townhouse Development at 663 Talcott St. Motion to open by Miklos, seconded by Chialdikas. Voice Vote 5 ayes. Sniegowski absent. Motion passed.

- a. Joe Martin, a resident of Talcott St. had a question about the quality of this development.
- b. Kevin Senffner, a Holmes St. resident doesn't see how this will work out with the other development.

Motion by Stapleton, seconded by Miklos, to close Public Hearing at 7:21 p.m. Voice Vote 5 ayes. Motion passed. Sniegowski absent.

B. Mayor and Trustee Sniegowski attended Polish Heritage Day.

C. Trustee Blatzer attended the Lithuanian 94th Anniversary celebration

D. Mayor and Clerk Smollen attended Eich's Sports grand opening.

E. Proclamation for National Athletic Training Month. Motion by Chialdikas, seconded by Blatzer to approve said proclamation. Voice Vote 5 ayes. Sniegowski absent. Motion Passed.

F. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. Correspondence

B. Ordinances

1. **Ordinance O-8-12** Approving a Special Use for Architectural Revisions to the Bella Strada Town House Development at 663 Talcott Street in Lemont, IL. Motion by Stapleton, seconded by Miklos, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.
2. **Ordinance O-9-12** Ordinance Granting a Variation to Allow a Street-Access Driveway in the R-4A Zoning District for Property at 307 Freehauf Street in Lemont, IL. Motion by Chialdikas, seconded by Miklos, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.
3. **Ordinance O-10-12** Granting a Variation to Allow a Shed in a Corner Side Yard for Property at 120 Doolin Street in Lemont, IL. Motion by Miklos, seconded by Chialdikas, to adopt said ordinance. Roll call: Stapleton-no, Virgilio-yes, Blatzer-no, Chialdikas-yes, Miklos-yes; 3 ayes, 2 naves. Sniegowski absent. Motion passed.
4. **Ordinance O-11-12** Amending the Budget for Fiscal Year FY11-12 for the Village of Lemont. Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.
5. **Ordinance O-12-12** Authorizing the Acquisition of Certain Real Property Known as 10990 Archer Avenue. Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

C. Resolutions

1. **Resolution R-12-12** Authorizing Approval of the Modification Agreement with Cook County for the 2010 Community Development Block Grant Program (CDBG) Stephen Street Water Main Replacement. Motion by Miklos, seconded by Blatzer, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.
2. **Resolution R-13-12** Authorizing Letter of Credit Reduction for Prairie Knolls Subdivision. Motion by Stapleton, seconded by Blatzer, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos; ayes. Sniegowski absent. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

Will continue to monitor State Legislation as it affects the Village.

VIII. BOARD REPORTS

Trustee Virgilio – St. Patrick's Day Parade will be held on March 10th at 1:00 p.m. Entertainment will follow at the VFW including the Irish Soda Bread contest.

IX. STAFF REPORTS

Community Development – Jim Brown – 6B Industrial zoning for Malley and Main St. would need a Board Resolution before an application can be made. The taxes would be greatly reduced in a 6B. This will be further discussed at a future meeting.

X. UNFINISHED BUSINESS

Greg Vavra is fighting the regulation requiring a built in sprinkler in his building.

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

Motioned by Blatzer, seconded by Stapleton, to move into the Executive Session for the purpose of discussing Setting the Price of Real Estate, Pending Litigation, Collective Bargaining and Personnel. Roll call: Stapleton, Virgilio, Blatzer, Chialdikas, Miklos present. Sniegowski absent.

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 9:03 p.m. Voice vote: 5 ayes. Motion passed.

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 ALL OUR CHILDREN'S ADVOCACY CE				550.00	
	12-01-22	10-20-60110	DONATION		550.00
01 AMAUDIT				561.84	
	547	22-05-54400	GAS		62.07
	547	10-90-53900	PHONE		469.38
	547	10-15-53000	ELECTRIC		30.39
01 ARTHUR PETERSON INC				205.79	
	12-01-31	10-15-60900	MISC HDWE		15.02
	12-01-31	10-35-61015	MISC HDWE		6.69
	12-01-31	33-00-70600	TWO RIVERS		17.36
	12-02-29	10-15-60900	MISC HDWE		104.07
	12-02-29	10-35-61015	MISC HDWE		62.65
01 ASHLAND INC				247.24	
	95791029	10-17-61100	GEAR OIL		247.24
01 AT&T				681.58	
	630257043602	22-10-54150	GLENNS O CONN		126.43
	630257159877790	10-90-53900	1/26-2/25 SVC		118.63
	630257198202	22-10-54150	RUFFLED FTNRS		41.68
	630257229002	22-05-54400	WELL #3		101.32
	630257247402	10-90-53900	1/26-2/25 SVC		123.79
	630257527102	22-10-54150	HARPER'S GRV		43.98
	630257593602	22-05-54400	WELL #4		47.16
	630257642102	22-05-54400	WELL #5		36.66
	630257953902	22-10-54150	KEEPATAW TRLS		41.93
01 AVALON PETROLEUM COMPANY				10946.67	
	062767	10-17-61500	DSL		3535.09
	548053	10-17-61500	UNL		3705.50
	548054	10-17-61500	UNL		3706.08
01 AIR 1 WIRELESS				71.03	
	AIR10AR9	10-90-53900	REPAIRS, PARTS		71.03
01 BLOXSOM CONSTRUCTION CO				1000.00	
	070554	10-00-28200	R-16100 DSPL RVR		1000.00
01 BONNET, BRIAN J				3750.00	
	12-03-06	17-11-567200	103 STEPHEN ST		3750.00
01 BRASSIL CONSTRUCTION				1000.00	
	110674	10-00-28200	R-103 STEPHEN ST		1000.00
01 CARGILL INC-SALT DIVISION				12586.91	
	2900428965	40-00-60900	ROAD SALT		6290.37
	2900441637	40-00-60900	ROAD SALT		6296.54
01 CALL ONE				851.06	
	12-02-0000	10-90-53900	PHONES		851.06
01 COOK COUNTY DEPARTMENT OF PUBL				1620.00	
	12/02-10	10-25-56710	4TH QTR 11		1620.00
01 CONCRETE CLINIC				57.18	
	290	22-05-61300	42" FBRGLS PROBE		16.59
	317	22-05-61050	4" 100' PLAS PIPE		40.59

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 CINTAS DOCUMENT MANAGEMENT				215.82	
	DD25138701	10-35-57515	PPR SHREDDING	153.25	
	DD25138959	10-10-60100	DOC SHRDNG SVC	62.57	
01 COMED				4860.04	
	12-02-0007	10-15-53000	1/31-2/28/12	176.15	
	12-02-0229	10-15-53000	ATHEN KNOLL	50.92	
	12-02-2027	10-15-53000	ROLLING MDW DR	4544.07	
	12-02-4052	22-05-54400	1/31-2/28 MTR HTR	66.62	
	12-02-8014	10-15-53000	1/31-2/28/12	22.28	
01 CENTRAL SALT, LLC				6313.87	
	133988	40-00-60900	ROAD SALT	6313.87	
01 CHIPAIN'S FINER FOODS				122.16	
	12-03-01	10-15-60100	COFFEE, ETC	122.16	
01 CASTLETOWN HOMES INC				1000.00	
	110041	10-00-28200	R-12986 DUNMOOR	1000.00	
01 CHRISTIAN, EMILY				59.50	
	12-03-02	10-53-68010	COMM	59.50	
01 COURTNEY'S SAFETY LANE				32.00	
	051719	10-17-57000	SAFETY INSPECTION	32.00	
01 CRAWFORD, MURPHY & TILLY INC				137.00	
	92144	22-10-56300	SEWER	137.00	
01 COLLEGE OF DUPAGE				50.00	
	SLEA-0006-011	10-20-52100	CLASS-B SCHMITZ	50.00	
01 COSTAR REALITY INFORMATION				2151.00	
	101832024	17-00-56900	TIF	2151.00	
01 CHICAGO STOCKYARD KILTY BAND				450.00	
	SPAT-12	10-53-58000	ST PAT'S '12	450.00	
01 DUPAGE COUNTY OHSEM				150.00	
	P.O.1842	10-60-52100	5 WX CLASS	150.00	
01 DEMARS, DAVID				75.00	
	12-02-29	10-00-29050	PASS THRU	75.00	
01 DON MORRIS ARCHITECTS PC				1220.00	
	12-02-29	10-25-56400	PLAN REVIEW	670.00	
	12-02-29	10-25-56550	INSPECTIONS	550.00	
01 DUSTCATCHERS				136.63	
	33764	10-35-57515	CARPET CLNG	61.90	
	33765	10-35-57500	FLOOR MATS	74.73	
01 ELECTRONIC ACCESS SYSTEMS INC				105.00	
	3454	10-35-57515	GATE REPAIR	105.00	
01 EJ USA, INC.				1060.63	
	3460854	22-10-60650	SUPPLIES	1060.63	
01 ENVIRO-TEST INC.				176.00	
	12-128802	22-05-56700	22 SAMPLES	176.00	
01 EXELON ENERGY INC				20233.56	
	100367700290	22-10-54150	RUFFLED FTTHRS	280.01	
	100367800290	22-10-54150	CHSTNT CROSSING	172.23	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
	100367900290	22-10-54150		HARPER'S GRV	128.21
	100368000290	22-10-54150		OAK TREE	222.39
	100368100290	22-05-54400		WELL #6	1739.16
	100523800290	22-10-54150		KEEPATAW TRLS	229.36
	100523900290	22-05-54400		WELL #5	10522.21
	100524000300	22-05-54400		WELL #4	6753.07
	100539200290	22-10-54150		CONNEMARA	186.92
01 FASTENAL COMPANY				180.99	
ILROM29774		10-17-61300		CABLE TIES, TXPNS	180.99
01 FEDERAL EXPRESS CORP				160.23	
7-799-51026		10-10-52300		5 SHPMNTS	160.23
01 FOLGERS FLAG & DECORATING				73.20	
0016640-IN		10-15-60900		3/8" WHITE ROPE	73.20
01 FRANK NOVOTNY & ASSOCIATES INC				103957.55	
05027-17 (FED)		45-20-517100		TRIANGLE	103957.55
01 FEDERAL SIGNAL CORP				73.56	
97025597		10-20-52600		LAPEL MIC	73.56
01 FLEET SAFETY SUPPLY				258.44	
53507		10-17-61100		HEADLIGHTS	116.60
54751		10-17-61100		RETROFIT KIT	141.84
01 GALICA, JOE				100.00	
SPAT-12		10-53-58000		HORSE & CARRIAGE	100.00
01 GUARANTEED TECH SERV & CONSULT				1924.70	
2010109		80-00-70100		IT SUPPORT	80.00
2010118		80-00-70100		IT SUPPORT	1124.70
2010121		80-00-70100		IT SUPPORT	720.00
01 HUGHES ACADEMY OF IRISH DANCE				100.00	
SPAT-12		10-53-58000		DANCERS	100.00
01 HALPER, PEGGY				308.00	
0034		10-00-29400		CASE 12-02	252.96
0034		10-30-52400		2-15-12	55.04
01 HALL SIGNS INC				147.37	
272243		40-00-60900		SIGN MATERIAL	71.53
272489		10-15-60900		REPL PIN	75.84
01 IIMC				560.00	
12-03-05		10-05-52100		CONF-SMOLLEN	560.00
01 ICE MELT MALL				742.50	
256		10-35-57515		CALCIUM CHLORIDE	742.50
01 INKWELL LTD				56.38	
57107		10-20-60100		FILE FOLDERS	12.58
57226		10-10-60100		RCYCL WALLETS	43.80
01 JCM UNIFORMS				221.65	
664037		10-20-61400		J MULLEN	104.40
664144		10-20-61400		M LAYER	117.25
01 J.E.G. SERVICE, INC.				60.00	
120044		10-00-20001		PERMIT	60.00
01 JONES, CHARITY				35.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
	12-02-28	10-30-52400		ANNEXATIONS	23.33
	12-02-28	10-00-29400		CASE 11-13	11.67
01 J P COOKE CO				120.00	
167641		10-10-60100		STAMPERS	120.00
01 LEMONT CHAMBER OF COMMERCE				805.00	
12-03-05		10-10-52100		23 ATTENDEES	805.00
01 LAW ENFORCEMENT RECORDS MGR OF				25.00	
022912		10-20-52100		LERMI-P GARCIA	25.00
01 LEMONT SCRAP PROCESSING LTD				1000.00	
110495		10-00-28200		R-16229 NEW AVE	1000.00
01 LUDWIG'S INC				48.99	
12-02-23		10-20-60600		CANIDAE	48.99
01 LANGE'S WOODLAND FLOWERS				100.00	
27912		10-20-57000		SYM-P STELLA	100.00
01 MARSHA LEGA STUDIO, INC.				87.78	
787		80-00-590400		I&M TRAIL SIGNS	87.78
01 MCMASTER-CARR SUPPLY CO.				80.32	
18684180		10-17-61300		DRILL BITS	80.32
01 MIDWEST COMMUNITY REAL ESTATE				1000.00	
080273		10-00-28200		R-15505 127TH ST	1000.00
01 MECCON INDUSTRIES				173509.05	
47098		25-00-567200		HOUSTON&STATE	173509.05
01 MENARD'S				76.29	
78271		10-15-60900		LMBR, SCREWS	64.69
78739		10-15-60900		BOLTS,WSHRS,NUTS	11.60
01 MCKEOWN, FITZGERALD, ZOLLNER,				175.00	
12-01-31		10-90-56440		JAN '12	175.00
01 MOELLER, DAVE				240.18	
12-02-21		10-53-58000		SFTWR REIMB	240.18
01 NAPA AUTO PARTS				329.40	
462554		10-17-61100		R- TIE ROD END	293.47-
462559		10-17-61100		HANDLE, ANTI-SZE	41.68
462755		10-17-61100		GAS CAP, AIR FLTR	12.80
462795		10-17-61100		FUEL, OIL FILTER	31.47
462802		10-17-61100		OIL, BRAKE CLNR	78.84
462803		10-17-61100		BRAKE CLNR	42.96
462909		10-17-61100		OIL FILTER	11.78
462936		10-17-61100		BELTS 07 FORD F15	72.25
462953		10-17-61100		FUEL FILTER	24.58
462983		10-17-61100		R- DR BELT T ASSY	38.79-
462985		10-17-61100		07 FORD F150	16.07-
463441		10-17-61100		A/F,F/F #131	34.68
463444		10-17-61100		STBL,WNSHLD WSH	48.66
463449		10-17-61100		BRK PTS-#131	278.03
01 NORTH AMERICAN SALT CO				2331.60	
70807120		22-05-61050		SALT-HOUSTON	2331.60
01 NICHOLAS & ASSOCIATES, INC.				1000.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	080050	10-00-28200	R - 16050 127TH S	1000.00	
01 NICOR GAS				173.18	
	12-02-87001	22-10-54150	SMITH FARMS	24.38	
	12-02-95892	22-10-54150	TARGET-KOHL'S	26.19	
	12/02-2000 8	22-05-54400	WELL #3	122.61	
01 NORTHEAST WI TECHNICAL COLLEGE				175.00	
	SFT0000057903	10-20-52100	TASER-B SCHMITZ	175.00	
01 O'BRIEN CYNTHIA				160.00	
	12-03-02	10-53-68010	2/25/12 WRKSHP	160.00	
01 PARRY, MONA				14.00	
	12-03-02	10-53-68010	COMM	14.00	
01 PATTEN INDUSTRIES INC				1674.24	
	TM500288107	10-17-57000	REPAIR 190	1674.24	
01 PATRICK B MURPHY CO INC				4300.00	
	20216	22-10-57050	JET MCCRTHY&WLKR	1350.00	
	20228	22-10-57050	JET W CAMERA	2950.00	
01 PECINA, DONNA				74.25	
	12-03-05	10-53-58000	SPAT-12 SASHES	74.25	
01 PINNER ELECTRIC INCORP				400.00	
	21950	40-00-60900	TRAFFIC SGNL MAIN	400.00	
01 POPLAWSKI, MARGARET				180.00	
	12-03-02	10-53-68010	2/28-3/20/12	180.00	
01 QUINLAN SECURITY SYSTEMS				521.40	
	9605	10-15-57000	SVC AGREEMENT	521.40	
01 QUILL CORPORATION				192.04	
	1140674	10-10-60100	INDEXES,CLIPS,PPR	176.62	
	1366874	10-10-60100	FILE FLDRS,CAL RF	13.18	
	1429937	10-10-60100	GLUE STICKS	2.24	
01 RAGS ELECTRIC				46.00	
	7984	40-00-60900	LAMPS	46.00	
01 RAINBOW PRINTING				2855.95	
	408728	10-10-52450	MAR NEWSLETTER	2855.95	
01 ROD BAKER FORD				266.91	
	112537	10-17-61100	PARTS #1061	266.91	
01 RATHBUN CSERVENYAK & KOZOL LLC				456.00	
	76135	80-00-590400	JNT USE AGRMT	456.00	
01 RYAN DANIEL J				600.00	
	SPAT-12	10-53-58000	SPD PERFORMANCE	600.00	
01 SOUTHWEST CENTRAL DISPATCH				23616.14	
	MAR2012	10-20-53800	ASSESSMENT	23616.14	
01 SECRETARY OF STATE				99.00	
	12-02-07	10-20-57000	PLATES K253814	99.00	
01 SPRINT				3094.71	
	180900510-121	10-90-53900	1/24-2/23 SVC	3014.73	
	448842006-036	10-20-52600	PROJECT SHIELD	39.99	
	448842006-037	10-20-52600	PROJ SHIELD	39.99	
01 SWIM & SPORT TEAM OUTFITTERS				46.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	13857	10-15-61400	UNIFORMS		46.00
01 SWAHM POOL				82266.21	
	12-03	10-90-53100	MAR PREMS		62024.44
	12-03	22-15-53100	MAR PREMS		19138.14
	12-03	10-00-29550	MAR PREMS		1103.63
01 TOSHIBA FINANCIAL SERVICES 56877965		10-90-70100	COPIER LEASE	785.00	785.00
01 TIGERDIRECT F83973310101(2)		80-00-70100	BAL DUE-SHPG	24.14	24.14
01 TIFCO INDUSTRIES 70744593		10-17-61300	EMERY CLTH ROLL	37.37	37.37
01 TKB ASSOCIATES INC 9481		80-00-70100	IT SUPPORT	150.00	150.00
01 T P I				1095.00	
	6210	10-25-56400	MAR 2012		415.00
	6210	10-25-56550	MAR 2012		680.00
01 VERIZON BUSINESS 06073614		10-90-53900	PHONES	51.30	51.30
01 VILLAGE OF ORLAND PARK 10748		10-35-57515	PRSNR WATCH	260.00	260.00
01 VULCAN MATERIALS CO 662342		40-00-60900	STONE	116.43	116.43
01 WIGHT & COMPANY 30676		13-00-70700	VH DESIGN	10274.72	10274.72
01 WATER PRODUCTS - AURORA 0230832		22-05-60850	PARTS	222.00	222.00
01 WATER RESOURCES INC 26952		22-05-70200	WATER METERS	2711.75	2711.75
01 WENTWORTH TIRE SERVICE INC 411445		10-17-61100	TIRES	958.00	958.00
** TOTAL CHECKS TO BE ISSUED				500462.43	

FUND	AMOUNT
GENERAL FUND	133516.50
VILLAGE HALL IMPROVEMENTS	10274.72
T.I.F.	5901.00
WATER & SEWER FUND	51108.89
WATER/SEWER CAPITAL IMPROVE FUND	173509.05
GATEWAY PROPERTY ACQUISITION	17.36
MOTOR FUEL TAX	19534.74
ROAD IMPROVEMENT FUND	103957.55
GENERAL CAPITAL IMPROVEMENTS	2642.62
*** GRAND TOTAL ***	500462.43

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 CHASE				1825.34	
	12-03-01	10-05-52100	WCGL	100.00	
	12-03-01	10-05-52100	PANCAKE CAFE	84.00	
	12-03-01	10-05-52100	BRANDERS.COM	579.48	
	12-03-01	10-20-60110	TARGET	199.67	
	12-03-01	10-20-52100	ATBATT.COM	39.36	
	12-03-01	10-20-52100	CNDLWD STES	172.48	
	12-03-01	10-20-61200	GOOGLE*AED	199.75	
	12-03-01	10-20-60100	MENARDS	115.07	
	12-03-01	10-20-60100	TARGET	40.09	
	12-03-01	10-20-60100	OFFICE MAX	67.47	
	12-03-01	10-90-60601	EMMA	15.00	
	12-03-01	10-30-52100	AMTRAK.COM	36.00	
	12-03-01	10-10-52100	SWTWR DELI	27.99	
	12-03-01	10-05-52100	SWTWR DELI	79.98	
	12-03-01	10-10-52100	NPELRA	69.00	
01 RAGS ELECTRIC				5382.10	
09276-2F		30-11-517200	GARAGE LED	5382.10	
01 RED SHAMROCK LLC				3750.00	
12-03-06		17-11-567200	103 STEPHEN ST	3750.00	
** TOTAL CHECKS TO BE ISSUED				10957.44	

FUND	AMOUNT
GENERAL FUND	1825.34
T.I.F.	3750.00
DOWNTOWN CANAL DIST. T.I.F.	5382.10
*** GRAND TOTAL ***	10957.44

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 A/P MANUAL CHECK POSTING LIST
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
 =====

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 POSTMASTER 452	12-03-01	03/01/12 10-10-52550	66908 NEWSLETTER	1253.09	1253.09

** TOTAL MANUAL CHECKS REGISTERED 1253.09

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 REPORT SUMMARY
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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	268.99	1253.09	1522.08
TOTAL CASH	268.99	1253.09	1522.08

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	268.99	1253.09	1522.08
TOTAL DISTR	268.99	1253.09	1522.08

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Property Acquisition
date: March 8, 2012

BACKGROUND/HISTORY

- 12897 and 12935 Main Street – On November 28, 2011 the Village Board passed O-73-11, allowing for the purchase of 12897 and 12935 Main Street. Due to the parameters outlined in the original ordinance, it is necessary to update the authorization of the purchase contract and the lease agreement. The primary business terms as to purchase price does not change. This property will be closed on by the end of October.
- 10990 Archer – The Village Board passed O-12-12 concerning the purchase of 10990 Archer. The legal description was not properly annotated, as a result, this amendment includes said description.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinance Authorizing the purchase of 12897 and 12935 Main Street
Ordinance Amending O-12-12

**VILLAGE OF LEMONT
ORDINANCE NO. O-___-12**

**AN ORDINANCE APPROVING THE
PURCHASE AND LEASE OF CERTAIN REAL PROPERTY KNOWN
AS 12897 and 12935 MAIN STREET**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12th DAY OF March, 2012**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 12th day of March, 2012.**

Ordinance No. O-___-12

**AN ORDINANCE APPROVING THE
PURCHASE AND LEASE OF CERTAIN REAL PROPERTY KNOWN
AS 12897 and 12935 MAIN STREET**

WHEREAS, the Village Board finds that the acquisition of the real property legally described in **Exhibit A** and commonly known as 12987 and 12935 Main Street (hereinafter "Property"), is necessary, convenient and in the interest of the Village of Lemont;

WHEREAS, pursuant to Section 5/2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12) the Village of Lemont ("Village") may acquire and hold real property for corporate purposes; and

WHEREAS, the Village Board authorized the acquisition of the Property by duly enacting Ordinance No. O-73-11 on November 28, 2011; and

WHEREAS, the Village Board finds that the approval of the Purchase Contract attached as **Exhibit B** and the Lease attached as **Exhibit C** is necessary, convenient and in the interest of the Village of Lemont.

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

SECTION 1: The Village Board finds the above recitals to be true, incorporates them into this ordinance and makes them a part of this Ordinance as if fully set forth herein.

SECTION 2: The Village Board finds that it is necessary, convenient and in the interest of public health, safety and welfare of the residents of the Village to acquire the Property legally described in **Exhibit A**.

SECTION 3: The Village Board hereby approves the Purchase Contract attached as **Exhibit B** to this Ordinance.

SECTION 4: The Village Board hereby approves the Lease which is a short term lease and an integral part of the consideration for the purchase, attached as **Exhibit C** to this Ordinance.

SECTION 5: The President and the Village Administrator are authorized to execute any and all documents (and the Clerk to Attest their signatures as required), including but not limited to, Exhibit B and Exhibit C attached hereto, which are necessary to complete the transaction and acquire the Property. The Village Attorneys, Raysa & Zimmermann, LLC and Jeffrey M. Stein, John J. Zimmermann and Michael F. Zimmermann are authorized to execute any and all documents which are necessary for the closing of the transaction at or prior to the closing of this transaction. The Village President and or the Administrator are authorized to make modifications to Exhibit B and C prior to execution of same. They are further authorized to revise the legal description of the Property as necessary to conform to an ALTA survey of the Property.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as required 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 12th day of March, 2012.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

Lot A - 12897 Main consisting of Parcel 1 and Parcel 2

PARCEL 1:

That part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the South West quarter of the South East quarter and of the South East quarter of the South East quarter (excepting therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1889 as document 1149383 in book 37 of plats, page 18 described as follows: beginning at the South East corner of said Lot 2 on the center line of the Sag Lemont Road, running thence North along the East line of said Lot 2 a distance of 436 feet running thence Westerly and parallel to the Southerly line of said Lot 2 a distance of 150 feet running thence South and parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 436 feet to the South line of said Lot 2, being the center line of said Sag Lemont Road, running thence Easterly along the Southerly line of said Lot 2 a distance of 150 feet to the place of beginning.

Less and except that part of the foregoing property pursuant by deed conveyed to the State of Illinois dated October 31, 1969 and recorded November, 1969 as Document No. 21023519 in the County of Cook, Illinois Recorder's Office, covering the following property:

Beginning at a point on the North line of Sag Lemont Road 150 feet Westerly of the East line of said Lot 2; thence North along said line 150 feet West of and parallel to the East line of said Lot 2, a distance of 8 feet to a point; thence Southeasterly along a straight line, a distance of 150.12 feet, to the East line of said Lot 2; thence West along the North line of Sag Lemont Road, to the point of beginning.

Also less and except that part of the foregoing property pursuant by deed conveyed to the Department of Public Works and Buildings of the State of Illinois dated January 13, 1970 and recorded January 21, 1970 as Document No. 21062560 in the County of Cook, Illinois Recorder's Office, covering the following property:

Beginning at a point on the North line of Sag-Lemont Road 150 feet Westerly of the East line of said Lot 2; thence North along said line 150 feet West of and parallel to the East line of said Lot 2, a distance of 20 feet to a point; thence Southeasterly along a straight line, a distance of 151.33 feet, to the East line of said Lot 2; thence West along the North line of Sag-Lemont Road, to the point of beginning.

AND

PARCEL 2:

That part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the South West quarter of the South East quarter and of the South East quarter of the South East quarter (excepting therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1889 as document 1149383 in book 37 of plats page 18 described as follows: beginning at a point on the center line of Sag Lemont Road 150 feet Westerly of the South East corner of said Lot 2 measured along the South line of said Lot 2 running thence Northerly on a line parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 436 feet, running thence Westerly and parallel to the Southerly line of said Lot 2 a distance of 150 feet, running thence South and parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 436 feet to the South line of said Lot 2 being the center line of said Sag Lemont Road running thence Easterly along the Southerly line of said Lot 2 a distance of 150 feet to the place of beginning, all in Cook County, Illinois.

Less and except that part of the foregoing property pursuant by deed conveyed to the State of Illinois dated October 31, 1969 and recorded November, 1969 as Document No. 21023519 in the County of Cook, Illinois Recorder's

Office, covering the following property:

Beginning at the intersection of a line 300 feet West of the East line of said Lot 2 and the North line of Sag-Lemont Road; thence North along said line, 300 feet West of and parallel to the East line of said Lot 2, (a distance of 40 feet) to a point; thence Southeasterly along a straight line a distance of 151.33 feet to a point on the East line of the above described tract; thence South along said East line, a distance of 20 feet, to a point on the North line of Sag-Lemont Road; thence West along the North line of Sag-Lemont Road, a distance of 150 feet to the point of beginning.

Also less and except that part of the foregoing property pursuant by deed conveyed to the Department of Public Works and Buildings of the State of Illinois dated January 13, 1970 and recorded January 21, 1970 as Document No. 21062560 in the County of Cook, Illinois Recorder's Office, covering the following property:

Beginning at the intersection of a line 300 feet West of the East line of said Lot 2 and the North line of Sag-Lemont Road; thence North along said line, 300 feet West of and parallel to the East line of said Lot 2, a distance of 40 feet, to a point; thence Southeasterly along a straight line a distance of 151.33 feet to a point on the East line of the above described tract; thence South along said East line, a distance of 20 feet, to a point on the North line of Sag-Lemont Road; thence West along the North line of Sag-Lemont Road, a distance of 150 feet to the point of beginning.

Lot B -12935 Main

The East $\frac{1}{2}$, as measured on the north and south lines, of that part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the south west $\frac{1}{4}$ of the south east $\frac{1}{4}$ and of the south east $\frac{1}{4}$ of the south east $\frac{1}{4}$ (except therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded of said Doolin and Kirk's Resubdivision on August 30, 1889 as Document No. 1149383, in Book 37 of Plats, Page 18, described as follows:

Commencing at a point on the center line of Sag-Lemont Road 300.0 feet westerly of the south east corner of said Lot 2, as measured along the south line of said Lot 2; thence northerly on a line parallel to the east line of said Lot 2, a distance of 851.40 feet to the north line of said Lot 2, being also the north line on the south $\frac{1}{2}$ of the south east $\frac{1}{4}$ of said section 14; thence westerly along said north line, a distance of 578.94 feet to the east line of The Commonwealth Edison Company right of way; thence southerly along the east line of said The Commonwealth Edison Company right of way a distance of 848.63 feet to the center line of Sag-Lemont Road, being also the south line of said Lot 2; thence easterly along said center line a distance of 578.2 feet to the place of beginning, (excepting therefrom that parcel of land condemned by the Department of Public Works and Buildings of the State of Illinois for and on behalf of the People of the State of Illinois, in Case No. 69L13193 of the Circuit Court of Cook County, Illinois) all in Cook County, Illinois.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of the Effective Date, is made and entered into by and between Buyer and Seller (as defined below).

1. BASIC INFORMATION. All capitalized terms used in this Agreement shall have the meanings specified in the Basic Information, unless otherwise defined herein.

"Effective Date" means March _____, 2012.

"Buyer" means VILLAGE OF LEMONT, an Illinois municipal corporation.

"Closing Date" means March 30, 2012, or as agreed by the Parties, in their sole discretion.

"Earnest Money" means Seventy Five Thousand Dollars (\$75,000.00).

"Inspection Period" means a period expiring at the earlier to occur of (i) 5:00 p.m. local Chicago, Illinois time thirty (30) days after the Effective Date, or (ii) at the Closing on The Closing Date.

"Property" means 12897 Main and 12935 Main, Lemont Illinois, together with the rights and privileges described in Section 2 herein below.

"Purchase Price" means One Million Four Hundred Thousand Dollars (\$1,400,000.00).

"Seller" means INSITUFORM TECHNOLOGIES USA, INC., a Delaware corporation

2. PURCHASE AND SALE. In consideration of the Earnest Money, the mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees to purchase the Property from Seller and Seller agrees to convey the Property to Buyer on the terms and subject to the conditions in this Agreement. The "Property" includes (a) the real property described on Exhibit A attached to this Agreement (the "Land"); (b) the improvements located on the Land (the "Improvements").

3. PURCHASE PRICE. At the closing of the transactions referred to herein ("Closing"), Buyer agrees to pay and Seller agrees to accept payment of the Purchase Price, plus or minus prorations, by wire transfer of good funds delivered first to Chicago Title Insurance Company, or such other reputable title insurance company as Buyer may select ("Title Company") in escrow, and then by the Title Company to Seller. The Purchase Price shall be adjusted at Closing by prorations made in accordance with this Agreement.

4. EARNEST MONEY. Upon the Effective Date, Buyer shall deposit the Earnest Money at the Title Company, and shall cause the Title Company to deliver to Seller a receipt of the Earnest Money. The Title Company shall hold the Earnest Money for the mutual benefit of the parties hereto, in an escrow account at a bank whose accounts are federally insured. At Closing, the Title Company shall pay the Earnest Money to Seller and such payment shall be credited against the Purchase Price payable by Buyer hereunder on the Closing Statement (as defined below).

5. INSPECTION AND ACCEPTANCE OF PROPERTY. THE PROPERTY IS BEING SOLD IN ITS "AS-IS" CONDITION WITH ALL FAULTS. SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE PROPERTY. Buyer acknowledges and agrees that no

representations or warranties have been made by Seller, or by any person, firm or agent acting or purporting to act on behalf of Seller, as to (i) the presence or absence on or in the Property of any particular materials or substances (including, without limitation, tanks, asbestos, lead-based paint, petroleum, hydrocarbons or hazardous or toxic substances), (ii) the condition or repair of the Property or any portion thereof, (iii) the value, expense of operation or income potential of the Property, (iv) the accuracy or completeness of any title, survey or other information provided to Buyer relative to the Property, or (v) any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential thereof. At Closing, Buyer agrees to accept the Property in its "AS-IS" condition, with all faults, known or unknown, patent or latent. Seller shall have no liability for the condition of the Property from and after the Closing.

6. CONTINGENCIES.

6.1 The obligation of Buyer to close the transactions contemplated hereby is subject to Buyer's review of the following prior to the expiration of the Inspection Period:

(a) Buyer's review and approval of title and survey matters, the physical and environmental condition of the Property, and the Improvements located thereon. If prior to the expiration of the Inspection Period, Buyer is not satisfied with any of the foregoing matters for any reason in its sole discretion, then Buyer may terminate this Agreement by delivery of written notice to Seller prior to the expiration of the Inspection Period. If Buyer terminates this Agreement as aforesaid, then (i) the Earnest Money shall be refunded to Buyer, (ii) Buyer shall immediately return to Seller any and all copies of leases, surveys, plans, reports and any other information obtained by Buyer or provided to Buyer with respect to the Property, and (iii) upon any such termination, neither party shall have any further obligation hereunder except for Buyer's indemnification obligation under Section 7 herein.

(b) Notwithstanding anything herein to the contrary, if Buyer does not terminate this Agreement pursuant to this Section 6.1, then the Earnest Money shall not be refundable to Buyer for any reason, except pursuant to Section 13.2 and Section 16.9, but shall be paid to Seller.

6.2. Seller shall order, at Seller's expense, a title insurance commitment ("Commitment") from the Title Company and shall promptly provide such commitment to Buyer upon receipt of the same. Buyer may obtain a current ALTA survey of the Property at Seller's expense as set forth in Section 10.2. In the event Buyer obtains a survey, Buyer shall provide such survey to Seller immediately upon Buyer's receipt of same. Seller shall provide to Buyer the documents ("Seller's Deliveries") listed on Exhibit B. "Seller's Deliveries" shall also be deemed to include any additional materials that Seller may deliver to Buyer in connection with Property. Buyer acknowledges that Seller makes no representation or warranty about the completeness or accuracy of the Seller's Deliveries. Buyer agrees to keep all Seller's Deliveries confidential to the extent permitted under the Illinois Freedom of Information Act, and to use the same solely for the purpose of evaluating its purchase of the Property. Buyer agrees to return to Seller all of the Seller's Deliveries, and not to keep any copies or notes or other materials based on the Seller's Deliveries if this Agreement is terminated for any reason, or if the Closing does not occur on or before the Closing Date.

7. BUYER'S RIGHT OF ENTRY PRIOR TO SALE TO INSPECT; INDEMNIFICATION.

7.1. Seller hereby grants Buyer and its employees, agents and contractors (collectively, "Invitees"), upon reasonable prior notice to Seller, and upon such conditions and restrictions as Seller shall require, the temporary right to enter onto the Property during the Inspection Period, so long as a representative of Seller is present, for the sole purpose of conducting the following tests or assessments

on the Property: survey, non-invasive Phase I environmental assessment, non-invasive building, mechanical, electrical and, plumbing systems inspections, and which such entry shall be in accordance with the terms of this Agreement. Buyer hereby agrees (i) not to conduct a Phase II environmental assessment, drill, bore or otherwise perform any invasive testing of the Property without the prior written consent of Seller, which may be withheld in its sole discretion, or upon such terms as Seller may reasonably require; (ii) to provide Seller, only upon Seller's request, with copies of all title work, surveys, inspections and other written reports prepared or obtained by Buyer or its agents, employees, representatives and contractors with respect to Buyer's inspection of the Property, but to otherwise keep such reports and the information therein contained confidential. Buyer agrees that any Invitee entering onto the Property shall maintain commercial general liability insurance protecting Seller. Buyer's obligations under this Agreement shall survive closing of this Agreement (if any) or any termination of this Agreement or Buyer's right of entry hereunder. Buyer's right to enter onto the Property pursuant to this Agreement shall terminate on the earliest to occur of any of the following: (x) termination of this Agreement for any reason; or (y) default of Buyer under this Agreement.

7.2. Buyer shall arrange for entry by Invitees to the Property from time to time through Seller's Representative, who is, unless Buyer is otherwise notified, Lisa Voges (phone number: 314-480-4113).

7.3 Buyer hereby does and shall indemnify, defend and hold harmless, and hereby releases and covenants not to sue, Seller, its parent, sister, affiliate and subsidiary corporations and their employees, agents and Invitees (collectively, "Seller Parties") from and against any claims, costs, causes of action, losses, damages, expenses or liabilities (including, without limitation, attorney's fees and expenses) which may be suffered or incurred by Seller or Seller Parties and arising out of, related to, caused by, resulting from or involving the entry onto, or the presence on or activities on the Property, by Buyer or any Invitee or any Invitee's employees, officers or directors, contractors and agents, including, without limitation, any claim for labor or materials or injury or death to persons or damage to property. This indemnification, release and covenant not to sue shall apply notwithstanding any act, omission or negligence on the part of Seller and Seller Parties, and shall survive any termination and expiration of this Agreement. Buyer shall repair or shall cause the repair of any damage to the Property caused by or in connection with Buyer's or any Invitee's inspection of the Property or any entry onto the Property by any Invitee, and Buyer shall restore the Property to the condition it was in prior to any Buyer or Invitee's entry onto the Property.

8. CLOSING AND POSSESSION.

8.1 The transaction contemplated hereby shall close at 11:00 a.m. on the Closing Date at the offices of the Title Company, or at such other time, date and place as shall be agreed upon by the parties.

8.2 At Closing, Seller shall execute (where necessary) and deliver to Buyer, the following: (a) a special warranty deed conveying good and marketable title in fee simple to the Land and Improvements, in recordable form, subject to all covenants, conditions, restrictions, reservations, easements, and encumbrances and other matters of public record, zoning regulations and other ordinances, mineral rights reserved or conveyed to others, public and private rights of way, special exceptions to Buyer's title commitment which are not of public record, as well as matters which would be revealed by a current, accurate survey; (b) a quitclaim bill of sale for the Personal Property, (c) the Closing Statement; and (d) the appropriate tax form; and (e) customary documents reasonably required by the Title Company for closing, such as a seller's affidavit. Buyer may terminate this Agreement any time up to Closing if title is not good and marketable. In no event shall Seller have any obligation to cure any title defect.

8.3 At Closing, Buyer shall execute (where necessary) and deliver to Seller the following: (a) the Purchase Price, subject to the credits and adjustments shown on the Closing Statement; (b) a counterpart of the deed; (c) the Closing Statement; (d) evidence of Buyer's authority to enter into and consummate the transactions contemplated herein; and (e) the appropriate transfer tax form.

8.4 At Closing, Seller shall lease the Property for a period of up to nine (9) months pursuant to the terms of a lease, which shall be substantially in the form of Exhibit C attached hereto ("Lease"), and in such event, both parties shall execute and deliver to each other, at Closing, such Lease, which shall not in any event be subordinate to any financing of Purchaser secured by the Property.

9. PRORATIONS. The items listed below shall be adjusted between the Seller and Buyer as of the Closing Date, shall be added to or subtracted from the Purchase Price and shall be reflected on a closing statement (the "Closing Statement") to be prepared by the Title Company based upon the information provided to it by Seller and Buyer at Closing, which information the parties agree to provide:

9.1 Taxes. Prior to Closing, Seller shall have paid all real estate taxes due and owing for 2010 and prior tax years. Seller shall be responsible for real estate taxes accruing prior to Closing (and prior to termination of the Lease), excluding amounts attributable to the SSA after December 31, 2010, and Buyer shall be responsible for all real estate taxes on or after termination of the Lease and the SSA after December 31, 2010. Subject to the provisions of Section 17, at Closing, Seller shall escrow with the Title Company ("Tax Escrow") an amount equal to 100% of the 2010 property tax bill minus the actual amount of such bill levied for Lemont Special Service Area 1 to be used to pay the Seller's share of 2011 taxes (it being understood that Seller's share does not include amounts attributable to the SSA for the years 2011 or 2012) when due. The Tax Escrow shall be a strict joint order escrow, pursuant to an escrow agreement reasonably acceptable to the parties. 2011 real estate taxes shall be paid from such escrow when due. The parties shall re-prorate upon receipt of the final 2011 tax bill in approximately September of 2012. Upon such re-proration and receipt of any additional deposits from Seller, if necessary, monies left in the Escrow which are attributable to Seller's tax obligations hereunder shall be payable immediately to the Village of Lemont (and amounts in excess of Seller's tax obligations hereunder shall be paid to Seller) and the Tax escrow shall be terminated. Buyer shall be responsible to ensure that real estate taxes are timely paid after Closing. Nothing herein or in such escrow agreement shall relieve Seller of its tax obligations as set forth herein. Buyer shall pay to Seller any refunds, rebates or similar amounts attributable to such real estate taxes (excluding taxes attributable to the SSA for the years 2011 or 2012) for any period prior to Closing, within 60 days of Buyer's receipt of same. This Section shall survive Closing.

9.2 Utilities. Seller shall be responsible for payment of all utilities as set forth in the Lease.

10. EXPENSES.

10.1. Buyer shall pay for (i) all costs of Buyer's inspection of the Property (except as expressly provided herein to the contrary), (ii) its lender's title insurance policy premium and any other fees imposed by its lender, (iii) one-half of the closing or escrow fees of the Title Company, (iv) the cost of any extended coverage or title policy endorsements related to Buyer's owner's title policy, and (v) the fees and expenses of Buyer's counsel.

10.2. Seller shall pay for (i) the fees and expenses of Seller's counsel, (ii) any transfer or deed taxes due in connection with the sale contemplated herein, (iii) one-half of the closing or escrow fees of the Title Company, (iv) the cost of any title examination and title commitment charge, and the title insurance policy premium for Buyer's owner's title policy, but excluding the cost of any extended coverage or endorsements, (v) the reasonable, actual cost of a current ALTA survey.

11. BROKERAGE. Seller agrees to pay, at Closing, if any, a broker's commission to Collier's International/Jim Estus, SIOR ("Listing Broker") pursuant to a separate agreement with Listing Broker. Except for such commission due to Listing Broker, Buyer and Seller hereby warrant to each other that there are no commissions or fees due any real estate brokers or finders or property managers resulting from any transaction contemplated by this Agreement by reason of any contract, listing or any dealings by Seller or Buyer with any broker or other party in regard to this transaction. Seller agrees to indemnify Buyer from and against any claims for commissions made by Listing Broker or any person claiming a commission through Seller. Buyer agrees to indemnify Seller from and against any claim for commissions made by any person claiming a commission from Buyer (except Listing Broker).

12. DESTRUCTION OR DAMAGE AND CONDEMNATION. Seller shall bear all risk of loss or damage to the Property prior to Closing and shall insure the Property against loss by vandalism, fire or other casualty in accordance with Seller's customary practice. If, prior to Closing, the Improvements are destroyed or damaged by vandalism, fire or other casualty, and the cost of repairing such damage exceeds \$100,000.00 or if condemnation proceedings are instituted against the Property, Seller shall promptly notify Buyer thereof and Buyer shall have the option, exercisable by delivery of written notice to Seller within fifteen (15) days after Buyer receives notice of such damage or destruction from Seller, to terminate this Agreement and receive a full refund of the Earnest Money. If Buyer does not elect to terminate this Agreement as provided above, Seller shall, at Closing, assign or pay to Buyer all insurance proceeds collected or claimed with respect to such loss or damage, or assign all condemnation awards attributed solely to the Property to Buyer.

13. DEFAULT.

13.1 If Buyer defaults in the performance of its obligations hereunder, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement in which event the Earnest Money shall be forfeited to Seller as liquidated damages for such default, provided however, and notwithstanding the foregoing, nothing in the foregoing shall be deemed to (A) limit Buyer's liability for its indemnification obligations under Section 7 or 11, or (B) limit Buyer's liability for any attorneys fees under Section 15 herein. In no event shall Buyer be liable to Seller for any actual or compensatory (except as expressly set forth in the foregoing), punitive or other damages of any kind.

13.2 If Seller defaults in the performance of its obligations hereunder, then Buyer's sole and exclusive remedies (notwithstanding anything to the contrary at law or equity) as a result of such default shall be to elect, by delivery of written notice to Seller within fifteen (15) days of the Closing Date, to (x) terminate this Agreement and receive a refund of the Earnest Money, or (y) pursue the equitable remedy of specific performance. If Buyer does not timely make any such election, then Buyer shall be deemed to have elected the remedy in clause (x). In no event shall Seller be liable to Buyer for any actual, compensatory, punitive or other damages of any kind. Notwithstanding the foregoing, nothing in the foregoing shall be deemed to (A) limit Seller's liability for its indemnification obligations contained in Section 11 of this Agreement, or (B) limit Seller's liability for any attorneys fees under Section 15 herein

14. NOTICES. Any notice, request, demand, instruction or other document to be given hereunder shall be in writing and shall be (i) delivered personally, or (ii) sent by a reputable overnight delivery service (such as FedEx), prepaid and specifying next day delivery, or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iv) sent by fax, and in each case addressed to the parties at the respective addresses set forth below, and the same shall be effective, as the case may be, (w) upon receipt if delivered personally, or (x) one business day after deposit with a reputable overnight delivery service, or (y) two business days after deposit in the mails if mailed, or (z) upon the

facsimile transmission thereof to the number shown below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

Notices to Buyer:

Village of Lemont
418 Main Street
Lemont, IL 60438
Attn: Village Administrator

With a copy to:

Michael F. Zimmermann
Raysa & Zimmermann, LLC
22 S. Washington Ave
Park Ridge, IL 60068
Fax: 847-268-8614

Notices to Seller:

David F. Morris
Insituform Technologies, Inc.
17988 Edison Avenue
Chesterfield, MO 63005
Fax: 636.530.8701

With a copy to:

Halpin J. Burke
Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Fax No.: 314-552-7131

15. MISCELLANEOUS.

15.1 This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and oral or written communications between the parties concerning the subject matter hereof are superseded hereby. This Agreement may not be amended or modified nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

15.2 This Agreement may be executed in any number of counterparts or by facsimile or email transmission of signature pages, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15.3 Buyer may not assign its rights or delegate its obligations hereunder, without Seller's consent, to any person or third party.

15.4 This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located without regard to its conflicts of laws rules. The prevailing party in any dispute arising out of this Agreement shall be paid its legal fees and expenses by the non-prevailing party, whether or not litigation is instituted.

15.5 The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms and provisions hereof. The use of the term or phrase "hereunder", "hereof" or "herein" or similar words shall refer to this Agreement as a whole and shall not be limited to any particular provision. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the correct number and gender.

15.6 If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to

which it is invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.7 Time is of the essence of this Agreement. If the date for performance of any act hereunder, or if the date of expiration of time period hereunder, falls on a Saturday, Sunday or legal holiday observed in Missouri or Illinois, then the time for performance thereof, or the date of expiration of time period thereof, shall be deemed extended to the next successive business day. "Business day" means any day other than a Saturday, Sunday or legal holiday observed in Missouri or Illinois.

16. SPECIAL PROVISIONS - ENVIRONMENTAL.

16.1 Buyer acknowledges that certain contamination has been discovered on or about the Property (the "Contamination"). Seller has performed certain remedial actions at the Property ("Seller's Remediation"), as required by the Illinois Environmental Protection Agency ("IEPA"). As part of the Seller's Remediation, Seller has completed certain surveys and reports for submission to the IEPA, and IEPA issued a No Further Remediation letter ("NFR Letter") to Seller. Buyer shall review the Seller's Deliveries concerning contamination at the Property. Buyer will complete its review of the environmental condition of the Property prior to the expiration of the Inspection Period.

16.2 Seller and its parent, subsidiary and affiliated entities shall have no liability to Buyer for any matter related to the Contamination, Seller's Remediation, the accuracy or completeness of Seller's Deliveries or any condition of the Property, whether related to hazardous materials or substances on, in, under or about the Property, or otherwise. Buyer's sole remedy, if it is not satisfied with the environmental condition of the Property is to terminate this Agreement in accordance with Section 6.1 prior to the expiration of the Inspection Period.

16.3 Upon Closing, Buyer and Buyer Parties shall, and hereby do and does, release, discharge and covenant not to sue Seller and its parent, subsidiary and affiliated entities, including their respective officers, directors and employees, successors and assigns, from any and all suits, penalties, costs, damages, losses, liabilities and/or claims arising out of or related to the environmental condition of or the presence of tanks, hazardous materials or substances on, in, under or about the Property, the Contamination, the Seller's Remediation, any restrictions or condition imposed or right grant pursuant to or as a condition of the NFR Letter, and any other condition on, in, under or about the Property, including, but not limited to, claims, liability or loss arising from the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, other federal and state environmental laws, and common law. The release and covenant not to sue by Buyer and Buyer Parties includes, but is not limited to any action or claim originally commenced against Buyer or Buyer Parties by any other party, including governmental entities, and shall be binding upon Buyer and Buyer Parties, and their successors and assigns, and all successors in title to any part the Property.

16.4 Buyer acknowledges that the NFR Letter contains restrictions on and with respect to the Property, including those that restrict the use of the Property to commercial/industrial uses and other limited uses, prohibit or restrict the drilling or use of wells on the Property, restrict or impose maintenance requirements on areas remediated or capped as part of the Seller's Remediation, impose restrictions on excavations conducted on the Property, and impose other conditions or restrictions. Buyer also acknowledges that the NFR Letter has been recorded in the real estate records for the Property. Buyer waives any right to raise title or other objections based on the NFR Letter. This provision shall not limit Buyer's right to cancel this Agreement for any reason during the Inspection Period.

16.5 This Section 16 shall survive Closing.

17. SPECIAL PROVISIONS - SSA. Buyer acknowledges that the Village of Lemont approved a Special Service Area (“SSA”) under the Special Service Area Tax Law (35 ILCS 200/27) for the part of the Village which includes the Property, pursuant to which the Village will finance the installation of public water and sanitary sewer service (but not lateral service lines) by issuing bonds which will be repaid through ad valorem property taxes on property owners in the SSA. The SSA will result in ad valorem property taxes on the Property, which could be in excess of \$30,000 per year. Buyer shall perform its own investigation of the SSA and the effects thereof. Seller shall have no liability for the SSA or the attendant ad valorem property taxes which accrue after December 31, 2010, and Buyer shall pay the same. This provision shall survive Closing.

18. SPECIAL PROVISIONS – TAX APPEAL. Seller may, at its sole discretion, contest any assessment or tax for the Property attributable to or for the period prior to Closing or termination of Lease, and Seller shall be entitled to all refunds of taxes on the Property attributable to or for all periods prior to Closing and termination of the Lease, and Buyer agrees to promptly pay to Seller any such refund or payment it receives. Seller shall pay the costs of such contest, and Seller shall have no obligation to pursue or settle such contest at Seller’s sole and absolute discretion, and Seller shall have sole control over such contest. To the extent any refund or payment for taxes on the Property attributable to the periods prior to Closing or termination of the Lease are issued to Buyer, Buyer shall promptly notify Seller and pay such refund or payment to Seller within 60 days of Buyer’s receipt. Buyer agrees to reasonably cooperate with Seller’s contest at no out-of-pocket cost to Buyer, including without limitation, executing and delivering such releases and instructions and other documents as may be reasonably requested by Seller. Seller shall pay all of Buyer’s legal fees not to exceed \$5,000 associated with implementation of this Section 18. This Section shall survive Closing. This section shall not apply to taxes attributable to the SSA for the year 2011 or 2012. Buyer agrees to take no action with respect to real estate taxes or assessments at the Property which would increase Seller’s payment obligations.

19. SPECIAL PROVISIONS – PERSONAL PROPERTY. The Property to be conveyed pursuant to this Agreement does not contain any of the equipment, trade fixtures and furniture and other personal property of Seller located in or on the Property.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF this Agreement is executed as of the Effective Date.

“BUYER”
VILLAGE OF LEMONT

By: _____
Printed Name: _____
Title: _____

Date of offer: _____

“SELLER”
INSITUFORM TECHNOLOGIES USA, INC.

By: _____
Printed Name: _____
Title: _____

OFFER VOID IF NOT ACCEPTED WITHIN 7 DAYS OF DELIVERY

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

Parcel 1

That part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the Southwest quarter of the Southeast quarter and of the Southeast quarter of the Southeast quarter (excepting therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1889 as document 1149383 in book 37 of plats, page 18 described as follows: beginning at the intersection of the East line of said Lot 2 and the North line of Sag -Lemont Road; running thence North along the East line of said Lot 2, a distance of 403 feet; running thence Westerly and parallel to the Southerly line of said Lot 2, a distance of 300 feet; running thence South and parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 363 feet, to a point that is 73 feet North of the South line of said Lot 2, also being a point on the North line of Document 21062560; thence Southeasterly along a straight line a distance of 303.12 feet to the point of beginning in Cook County, Illinois.

Parcel 2

The East $\frac{1}{2}$, as measured on the north and south lines, of that part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ (except therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded of said Doolin and Kirk's Resubdivision on August 30, 1889 as Document No. 1149383, in Book 37 of Plats, Page 18, described as follows:

Commencing at a point on the center line of Sag-Lemont Road 300.0 feet westerly of the southeast corner of said Lot 2, as measured along the south line of said Lot 2; thence northerly on a line parallel to the east line of said Lot 2, a distance of 851.40 feet to the north line of said Lot 2, being also the north line of the south $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of said section 14; thence westerly along said north line, a distance of 578.94 feet to the east line of The Commonwealth Edison Company right of way; thence southerly along the east line of said The Commonwealth Edison Company right of way a distance of 848.63 feet to the center line of Sag-Lemont Road, being also the south line of said Lot 2; thence easterly along said center line a distance of 578.2 feet to the place of beginning, (excepting therefrom that parcel of land condemned by the Department of Public Works and Buildings of the State of Illinois for and on behalf of the People of the State of Illinois, in Case No. 69L13193 of the Circuit Court of Cook County, Illinois; and excepting therefrom that parcel of land South of the line marked as "PROP. R.O.W." on that certain Illinois Division of Highways Right of Way Plat, 111th St. and Archer Road, Parcels: 19 & 20, Job R-90-088-68, dated January 30, 1969) all in Cook County, Illinois.

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

A. Title and Survey

Lot A - 12897 Main

1. Warranty deed from Carl Shultz and Clara Shultz to J. Marich and Sons, Inc. dated October 5, 1966 and recorded October 26, 1966 as Document No. 19978099 in the County of Cook, Illinois Recorder's Office.
2. Warranty deed from J. Marich and Sons, Inc. to the State of Illinois dated October 31, 1969 and recorded November, 1969 as Document No. 21023519 in the County of Cook, Illinois Recorder's Office.
3. Warranty deed from J. Marich and Sons, Inc. to the Department of Public Works and Buildings of the State of Illinois dated January 13, 1970 and recorded January 21, 1970 as Document No. 21062560 in the County of Cook, Illinois Recorder's Office.
4. Title Commitment issued by First American Title Insurance Company File No. NCS-147781-STLO having an effective date of February 18, 2005.
5. Plat recorded August 30, 1889 in Book 37, Page 18 as Document No. 1149383 in the County of Cook, Illinois Recorder's Office.

Lot B -12935 Main

6. Warranty Deed from Vista Industries, Inc. to J. Marich and Sons, Inc. dated June 11, 1975 and recorded as Document No. 23114812 in the County of Cook, Illinois Recorder's Office.
7. Chicago Title Insurance Company Title Insurance Policy, Order No. NW6123511 dated January 13, 2005 issued to Insituform Technologies USA, Inc., successor by merger to Insituform Midwest Inc., successor by merger to J. Marich and Sons, Inc.
8. Title Commitment issued by First American Title Insurance Company File No. NCS-148725-STLO having an effective date of February 18, 2005.
9. Grant of Easement from J. Marich and Sons, Inc. to Illinois Bell Telephone Company dated July 29, 1986 and recorded as Document No. 86371637 in the County of Cook, Illinois Recorder's Office.
10. Grant of Easement from J. Marich & Sons, Inc. to Heritage Standard Bank & Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635 dated August, 1986 and recorded as Document No. 86428778 in the County of Cook, Illinois Recorder's Office.
11. Grant of Easement from J. Marich & Sons, Inc. to Heritage Standard Bank & Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635 dated August, 1986 and recorded January 23, 1987 as Document No. 87045408 in the County of Cook, Illinois Recorder's Office.

12. Grant of Easement from Robert B. MacNeal to Heritage Standard Bank & Trust Company as Trustee under Trust Agreement dated May 14, 1985 and known as Trust Number 9635 dated August 11, 1986 and recorded as Document No. 86628706 in the County of Cook, Illinois Recorder's Office.
13. Ameritech General Easement from Marich Family Limited Partnership to Illinois Bell Telephone Company a/k/a Ameritech Illinois dated January 15, 2002 and recorded January 24, 2002 as Document No. 0020095299 in the County of Cook, Illinois Recorder's Office.
14. Illinois Division of Highways Right of Way Plat, 111th St. and Archer Road, Parcels: 19 & 20, Job R-90-088-68, dated January 30, 1969.

B. Environmental Materials

15. Letter, dated February 27, 2004, from CMG Environmental, Inc. to Blackwell, Sanders, Peper & Martin, re Preliminary Report of Findings and Remedial Cost Estimate, CMG ID 2003-098
16. Phase I Environmental Site Assessment, for 12897 Main Street, Lemont, IL, Project A1257-610-0, dated May 2005, prepared by GaiaTech Inc.
17. Phase I Environmental Site Assessment, for 12935 Main Street, Lemont, IL, Project A1258-610-0, dated May 2005, prepared by GaiaTech Inc.
18. Letter, dated June 8, 2005, from Thompson Coburn LLP to Illinois Environmental Protection Agency, re Insituform Technologies, Inc., 12897 Main Street, Lemont IL 60439, Request for Designation as Confidential Business Information, including Environmental Compliance Audit for 12897 Main Street, Lemont IL, dated June 8, 2005, prepared by CMG Environmental, Inc.
19. Phase I Environmental Site Assessment, Project 20603.013, dated June 2007, prepared by Patrick Engineering, Inc.
20. Comprehensive Site Investigation Report / Remediation Objectives Report / Remedial Action Plan, Patrick Project No. 20603.013, dated July 2007, prepared by Patrick Engineering, Inc.
21. Letter, dated July 24, 2007, from Illinois Environmental Protection Agency to Insituform Technologies USA, Inc., re: LPC#0311625051 – Cook County, Lemont/Insituform Technologies USA, Site Remediation/Technical Reports
22. Letter, dated September 19, 2007, from Patrick Engineering Inc. to Illinois Environmental Protection Agency, re: LPC#0311625051 – Cook County, Lemont/Insituform Technologies USA, Site Remediation/Technical Reports, Patrick Project No. 20603.013
23. Letter, dated October 23, 2008, from Patrick Engineering Inc. to Illinois Environmental Protection Agency, re: LPC#0311625051 – Cook County, Lemont/Insituform Technologies USA, Site Remediation/Technical Reports, Patrick Project No. 20603.013
24. Letter, dated March 20, 2009, from Illinois Environmental Protection Agency to Insituform Technologies USA, Inc., re: LPC#0311625051 – Cook County, Lemont/Insituform Technologies USA, Site Remediation/Technical Reports

25. No Further Action letter issued by the IEPA and dated December 17, 2009 and recorded on January 26, 2010 as Document No. 1002628007.

C. SSA

26. Village of Lemont Ordinance 0-30-09; an Ordinance Establishing Village of Lemont Special Service Area No. 1, dated April 13, 2009

EXHIBIT C

Form of Lease

[attached hereto]

LEASE AGREEMENT

This LEASE AGREEMENT (“Lease”), dated as of _____, 2012 (“Effective Date”), by and between the Village of Lemont, an Illinois municipal corporation (“Landlord”), having an address at 418 Main Street, Lemont, Illinois 60438, Fax: _____, and Insituform Technologies USA, Inc., a Delaware corporation (“Tenant”), having an address at 17988 Edison Ave., Chesterfield, Missouri 63005, Attn: General Counsel, Fax: (636) 530-8701. This Lease Agreement is made as additional consideration for the PURCHASE AND SALE AGREEMENT between these Parties related to the Premises.

1. **Premises.** Landlord hereby demises and leases to Tenant the property commonly described as 12897 Main and 12935 Main, Lemont Illinois, as more fully described on Exhibit A attached hereto, together with any and all buildings and improvements located thereon, and with all rights, privileges, easements, appurtenances, and immunities belonging to or in any way pertaining thereto (the “Premises”). Tenant accepts the Premises in “as-is, where-is” condition “with all faults,” and without warranty of any kind, and Landlord shall have no obligation to perform any work at the Premises.

2. **Term.** The term (“Term”) of this Lease shall commence on [March 30, 2012 – insert actual Closing Date] (the “Commencement Date”) and expire on September 30, 2012. Tenant may extend the Term for a period of approximately ninety (90) days (to December 30, 2012) by delivering written notice of such extension to Landlord prior to the original expiration date. Tenant may terminate this Lease at any time by delivering written notice to Landlord at least thirty (30) days prior to such termination.

3. **Rent.** Tenant agrees to pay to Landlord rent in the amount of Zero Dollars per month (the “Rent”) for the Premises in advance without demand, after the Commencement Date for the remainder of the Term in equal monthly installments. All payments of Rent shall be sent to Landlord’s address set forth herein.

4. **Permitted Use.** Subject to the requirements of the Village of Lemont Zoning Code, Tenant may use the Premises for office, industrial, manufacturing, warehouse, distribution, assembly, outdoor and inside storage of vehicles, equipment and materials, and all other lawful uses and purposes, including without limitation, the manufacture, processing and assembly of sewer, pipe and tunnel repair material, distribution thereof; provided, however, that Tenant shall comply with all governmental laws, rules, requirements, orders, ordinances, and regulations applicable to Tenant’s use of the Premises during the Term.

5. **Liens.** Landlord's title is paramount and always shall be paramount to the title of Tenant and nothing contained in this Lease shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. Tenant covenants and agrees not to suffer or to permit any lien of mechanics or materialmen to be placed upon or against the Premises, or against Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to pay and remove the same within thirty (30) days. Tenant has no authority or power to cause or to permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises. If any such liens so attach and Tenant fails to pay and remove the same within thirty (30) days, Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of Landlord's payment thereof at the rate of 1.5% per month for amounts owed to Landlord by Tenant, shall be deemed to be additional rent due and payable by Tenant at once without notice or demand.

6. **Maintenance.** Tenant shall maintain the premises at all times in accordance with applicable codes and in substantially the same condition as it exists on the commencement date, reasonable wear and tear excepted. Landlord shall have no obligation to maintain, repair or replace the Premises or any part

thereof. In the event Tenant does not wish to make a repair which is required by code, it may cancel the lease by sending written notice and all rent due through the date of vacation.

7. Improvements and Alterations. Tenant may not construct improvements on the Premises, except with Landlord's prior written consent. All improvements (other than permanently installed improvements to the structures at the Premises) constructed by Tenant, and Tenant's equipment and personal property and inventory located at the Premises, may be removed by Tenant at any time if Tenant so elects.

8. Insurance. During the Term, (i) Tenant shall maintain, at its cost and expense, policies of insurance containing the following insurance coverages: commercial general liability insurance with respect to the Premises and the business of Tenant in amounts no less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit; and Landlord shall maintain, at its cost and expense, similar liability insurance; and each party shall name the other party as an additional insured, and (ii) Landlord shall maintain, at its cost and expense, "All Risk" property insurance, insuring the improvements on the Premises for the full replacement value thereof. Each party waives any and all claim against the other for property damage insured by policies required to be carried hereunder, and shall cause its insurer to waive all subrogation rights with respect thereto.

9. Casualty and Condemnation. If the Premises or any part thereof is taken by right of eminent domain, or by private purchase in lieu thereof (collectively, a "taking"), or if the Premises or any part thereof is damaged or destroyed by fire or other casualty (collectively, a "casualty"), and the taking or casualty would prevent or materially interfere with Tenant's use of the Premises for the Permitted Uses, this Lease shall terminate at the option of Tenant. If this lease is so terminated, then Tenant shall assign to Landlord all proceeds available from insurance or taking. Neither party shall have any obligation to restore or repair damage from any casualty or taking.

10. Defaults and Remedies. The following events shall be deemed to be events of default by Tenant under this Lease: (a) Tenant shall fail to pay any installment of Rent when due, and such failure shall continue for a period of ten (10) days after receipt of written notice of such nonpayment, or (b) Tenant shall fail to comply with any other term or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant, or such longer period as may be necessary to cure such default provided Tenant is diligently proceeding to obtain such cure. Upon the occurrence of any of the events of default described above, Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Notwithstanding anything herein to the contrary, in the event that Landlord fails to perform any of its obligations under this Lease and shall not cure such failure within thirty (30) days after written notice thereof to Landlord, or such longer period as may be necessary to cure such default provided Landlord is diligently proceeding to obtain such cure, Tenant shall have the right to perform such obligation or obligations and to be reimbursed by Landlord for the cost thereof. If Landlord fails to pay such amount, then Tenant will have the right to offset against the Rent due hereunder the amount so expended.

11. Taxes and Utilities.

a. The parties acknowledge that 2011 real estate taxes and any tax appeals are governed by the provisions of that certain Purchase and Sale Agreement between the parties, dated as of _____ (the "Contract").

b. Tenant shall be responsible for the 2012 real estate taxes accruing during the Term, minus the amount accruing related to Lemont SSA Number 1. Tenant shall pay, on a monthly basis, along with payments of Rent, an amount equal to 1/12 of the 2010 Tax Bill (minus the amount related to Lemont SSA Number 1), and such amount shall be deemed to be part of "Rent"; Landlord shall be responsible for paying such taxes when and as they become due (including all of the SSA). If the actual taxes attributable to the Term, minus the amount related to Lemont SSA Number 1, exceed the estimated

payments made by Tenant, then Tenant shall promptly pay such deficiency to Landlord. If the estimated payments made by Tenant exceed actual attributable to the Term, minus the amount related to Lemont SSA Number 1, then Landlord shall promptly refund the excess to Tenant. This provision shall survive the termination of this Lease

c. Tenant shall pay for all sewer, water, gas, electricity, telephone, internet and other utilities it consumes on the Premises during the Term; all such utilities shall, to the fullest extent possible, remain in the name of Tenant during the Term. Landlord shall have no responsibility whatsoever for any costs related to the Premises during the term of this Lease, other than for the SSA Tax as expressly set forth herein.

12. **Surrender.** Tenant shall surrender the Premises in substantially the same condition as it found the Premises at the Commencement of this Lease; provided however, that Tenant shall remove all of its equipment, trade fixtures and personal property (but excluding the buildings and building standard fixtures) prior to the expiration of the Lease, and shall remove or dispose of all trash and rubbish.

13. **Landlord Representations, Warranties and Covenants.** Landlord covenants that its estate in the Premises is free from any and all claims of possession and occupancy except as may be shown on that certain Commitment for Title Insurance No. _____ dated _____ issued by First American Title Insurance Company (the "Title Commitment"), and that the Tenant, subject to those matters disclosed in the Title Commitment, shall peaceably and quietly have, hold and enjoy the Premises for the Term free from disturbance by Landlord or any other persons or legal entity whatsoever until terminated in accordance with the terms hereof. Landlord hereby waives any lien it may have on Tenant's personal property.

14. **Assignment and Subletting.** Except for transfers to an entity related to Tenant, and except pursuant to any bona fide restructuring or transfer of the Tenant's capital stock or assets, Tenant shall not assign or sublet the Lease or the Premises without Landlord's prior written consent.

15. **Notices.** Any notice or demand which either party may or must give to the other hereunder shall be in writing and sent to the applicable address set forth in the first paragraph of this Lease (which such addresses may be changed by the giving of written notice to the other party). Any such notice shall be deemed to have been given and received and effective as follows: (i) on the day which such notice is sent by facsimile, if the sender or giver of the notice has received electronic verification that the facsimile has been received; (ii) on the day after the sender or giver of the notice deposits at sender's cost such notice for delivery with a nationally recognized overnight courier service, specifying next day delivery; (iii) on the third day after sender or giver of the notice deposits at sender's cost such notice in the U.S. Mail, and such notice is sent certified, return receipt requested, or (iv) on the day of hand delivery.

16. **Miscellaneous.** The terms, provisions, covenants, and conditions contained in this Lease shall inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns. Each party represents and warrants to the other that the execution of this Lease has been duly authorized by all necessary action and no consent of any third party is necessary. Time is of the essence with respect to the performance of each of the covenants and agreements hereunder. If any provision of this Lease shall be unlawful, then such provision shall be null and void, but the remainder of this Lease shall remain in full force and effect and be binding on the parties. This Lease represents the entire agreement between the parties and supersedes all prior negotiations and oral or written communications between the parties concerning the subject matter hereof. No provision of this Lease may be modified or terminated except by an instrument in writing signed by the party against whom enforcement of the modification or termination is sought. In the event of any dispute or litigation arising out of this Lease, the prevailing party shall be entitled to recover from the other party its reasonable costs and expenses, including reasonable attorneys' legal fees and expenses.

This Lease and the terms hereof shall be governed by the internal laws of the State in which the Premises is located (without giving effect to the conflicts of law provisions thereof). This Lease may be executed in counterparts and by fax, and all counterparts, whether faxed or original, when taken together, shall be deemed a single instrument.

17. HAZARDOUS SUBSTANCES

a. Defined Terms.

i. "Claim" shall mean and include any demand, cause of action, proceeding or suit for any one or more of the following: (i) actual or punitive damages, losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (ii) the costs of site investigations, feasibility studies, information requests, health or risk assessments, or Response (as hereinafter defined) actions, and (iii) enforcing insurance, contribution or indemnification agreements.

ii. "Environmental Law" shall mean and include all federal, state and local statutes, ordinances, regulations, and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Illinois ("IEPA"), 415 ILCS 5/1 et seq., and state super lien and environmental clean-up statutes, with implementing regulations and guidelines, as amended from time to time. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).

iii. "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, hazardous waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

iv. "Manage" or "Management" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon Hazardous Materials.

v. "Release" or "Released" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

vi. "Response" or Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material occurring after the Effective Date.

b. **Tenant's Obligations With Respect to Environmental Matters.** During the term of this Lease, (a) Tenant shall not violate after the Effective Date any Environmental Laws applicable to business operations conducted by Tenant on the Premises after the Effective Date; (b) Tenant shall not Manage, or authorize the Management of, any Hazardous Materials on the Premises, including installation of any underground storage tanks, except in compliance with Environmental Laws, without prior written disclosure to and approval by the Landlord; (c) Tenant shall not take any action that would subject the Premises to permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (d) Tenant shall not dispose of Hazardous Materials in dumpsters provided by Landlord for tenant use; (e) Tenant shall not discharge Hazardous Materials into Project drains or sewers in violation of any Environmental Laws; (f) Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Property in violation of any Environmental Laws; and (g) Tenant shall arrange at its own cost for the lawful transportation and off-site disposal of all Hazardous Materials that it generates after the Effective Date.

c. **Copies of Notices.** During the term of this Lease, Tenant shall provide Landlord promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency, or other federal, state or local agency or authority, or any other entity or individual, concerning (a) any Release of a Hazardous Material on, to or from the Premises by Tenant after the Effective Date; (b) the imposition of any lien on the Premises with respect to any Release of a Hazardous Material on, to or from the Premises by Tenant after the Effective Date; or (c) any violation after the Effective Date of any Environmental Laws applicable to business operations conducted by Tenant on the Premises after the Effective Date. Landlord and Landlord's beneficiaries, agents and employees shall have the right to enter the Premises and conduct appropriate inspections or tests in order to determine that there are no violations by Tenant after the Effective Date of any Environmental Laws applicable to business operations conducted by Tenant on the Premises after the Effective Date.

d. **Tests and Reports.** Upon written request by Landlord after Landlord's receipt of credible evidence that Tenant has breached the provisions of this Section 17, Tenant shall provide Landlord with the results of appropriate reports and tests required by law, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other applicable documents to demonstrate that there is no violation by Tenant after the Effective Date of any Environmental Laws applicable to business operations conducted by Tenant on the Premises after the Effective Date.

e. **Tenant's Obligation to Respond.** If Tenant's Management of Hazardous Materials at the Premises after the Effective Date (a) gives rise to liability or to a Claim under any Environmental Law, (b) causes a significant public health effect, or (c) creates a nuisance, Tenant shall promptly take all applicable action in Response required by law.

f. **Indemnification.** Tenant shall indemnify, defend and hold harmless Landlord, its beneficiaries, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees from and against any and all Claims arising from or attributable to any breach by Tenant of any of its warranties, representations or covenants in this Article occurring solely during the Term or any extensions or holding over, and not to any Claims arising before the Term. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

18. **Prevailing Wage Act.** Tenant acknowledges the adoption of Public Act 96-0058, effective January 1, 2010 which provides that under the Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (the "Act"), the term "public works" includes all projects funded in whole or in part through bonds, grants, loans or other funds made available by or through the State or any of its political subdivisions. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Information regarding current prevailing wage rates, is provided in the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Tenant shall ensure that all contractors and subcontractors rendering services at the Premises comply with all requirements of the Act as applicable, *including but not limited to*, all wage, notice and record keeping duties.

19. **No Collusion.** Tenant represents and certifies that (1) Tenant is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Tenant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.*, 65 ILCS 5/11-42.1-1 *et seq.*; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

20. **Sexual Harassment Policy.** Tenant certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-10

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD

TENANT

VILLAGE OF LEMONT

INSITUFORM TECHNOLOGIES USA, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

Parcel 1

That part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the Southwest quarter of the Southeast quarter and of the Southeast quarter of the Southeast quarter (excepting therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plat of said Doolin and Kirk's Resubdivision recorded August 30, 1889 as document 1149383 in book 37 of plats, page 18 described as follows: beginning at the intersection of the East line of said Lot 2 and the North line of Sag-Lemont Road; running thence North along the East line of said Lot 2, a distance of 403 feet; running thence Westerly and parallel to the Southerly line of said Lot 2, a distance of 300 feet; running thence South and parallel to the East line of said Lot 2 in said Doolin and Kirk's Resubdivision a distance of 363 feet, to a point that is 73 feet North of the South line of said Lot 2, also being a point on the North line of Document 21062560; thence Southeasterly along a straight line a distance of 303.12 feet to the point of beginning in Cook County, Illinois.

Parcel 2

The East $\frac{1}{2}$, as measured on the north and south lines, of that part of Lot 2 of Doolin and Kirk's Resubdivision of the East 404.7 feet of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ and of the southeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ (except therefrom Lots 1, 2, 3, 4 and 5 of Christian Boe's Subdivision of certain parts thereof) of Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded of said Doolin and Kirk's Resubdivision on August 30, 1889 as Document No. 1149383, in Book 37 of Plats, Page 18, described as follows:

Commencing at a point on the center line of Sag-Lemont Road 300.0 feet westerly of the southeast corner of said Lot 2, as measured along the south line of said Lot 2; thence northerly on a line parallel to the east line of said Lot 2, a distance of 851.40 feet to the north line of said Lot 2, being also the north line of the south $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of said section 14; thence westerly along said north line, a distance of 578.94 feet to the east line of The Commonwealth Edison Company right of way; thence southerly along the east line of said The Commonwealth Edison Company right of way a distance of 848.63 feet to the center line of Sag-Lemont Road, being also the south line of said Lot 2; thence easterly along said center line a distance of 578.2 feet to the place of beginning, (excepting therefrom that parcel of land condemned by the Department of Public Works and Buildings of the State of Illinois for and on behalf of the People of the State of Illinois, in Case No. 69L13193 of the Circuit Court of Cook County, Illinois; and excepting therefrom that parcel of land South of the line marked as "PROP. R.O.W." on that certain Illinois Division of Highways Right of Way Plat, 111th St. and Archer Road, Parcels: 19 & 20, Job R-90-088-68, dated January 30, 1969) all in Cook County, Illinois.

**VILLAGE OF LEMONT
ORDINANCE NO. O-__-12**

**AN ORDINANCE AMENDING ORDINANCE NO. O-12-12 AUTHORIZING THE
ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 10990 ARCHER
AVENUE**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12th DAY OF March, 2012**

**Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 12th day of March, 2012.**

AN ORDINANCE AMENDING ORDINANCE O-12-12 AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 10990 ARCHER AVENUE

WHEREAS, the Village Board finds that the acquisition of the real property legally described in **Exhibit A** and commonly known as 10990 Archer Avenue, is necessary, convenient and in the interest of the Village of Lemont;

WHEREAS, pursuant to Section 5/2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12) the Village of Lemont (“Village”) may acquire and hold real property for corporate purposes; and

WHEREAS, the Village Board duly enacted Ordinance No. O-12-12 on February 27, 2012.

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

SECTION 1: The Village Board finds the above recitals to be true, incorporates them into this ordinance as if fully set forth herein

SECTION 2: That Section 3 of Ordinance No. O-12-12, being “An Ordinance Authorizing the Acquisition of Certain Real Property Known as 10990 Archer Avenue,” duly adopted by the President and Board of Trustees of the Village of Lemont on February 27, 2012, be and the same is amended hereby in its entirety; so that hereafter, the said Section 3 shall be and read as follows:

“SECTION 3: Upon execution of said contract and the filing of same with the Village Clerk, the Mayor and the Village Administrator are authorized to execute any and all documents and to take all necessary actions to acquire said Property. The Village Attorney, Raysa & Zimmermann, LLC and Jeffrey M. Stein, John J. Zimmermann and Michael F. Zimmermann are authorized to execute any and all documents which are necessary for the closing of the transaction at or prior to the closing of this transaction.”

SECTION 3: That Exhibit A of Ordinance No. O-12-12, being “An Ordinance Authorizing the Acquisition of Certain Real Property Known as 10990 Archer Avenue,” duly adopted by the President and Board of Trustees of the Village of Lemont on February 27, 2012, be and the same is amended hereby in its entirety; so that hereafter, the said Exhibit A shall be and read as follows:

“EXHIBIT A

LEGAL DESCRIPTION

LOT 5 IN DOOLIN AND KIRK’S RESUBDIVISION OF THE SOUTHEAST QUARTER (EXCEPT LOTS 1 TO 5 IN BOE’S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION14, TOWNSHIP 27 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

More commonly known as 10990 Archer Ave, Lemont, Illinois 60439.

Tax I.D. Nos: 22-14-401-009.”

SECTION 4: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 5: Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 12th day of March, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING THE REMOVAL OF TREES INFESTED WITH
EMERALD ASH BORER**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12th DAY OF March, 2012**

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village of
Lemont, Counties of Cook, Will and
DuPage, Illinois, this 12th day of March, 2012.

ORDINANCE NO. O-____-12

AN ORDINANCE AUTHORIZING THE REMOVAL OF TREES INFESTED WITH EMERALD ASH BORER

WHEREAS, the Village of Lemont may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare and to license pursuant to the Illinois Constitution of 1970; and

WHEREAS, Section 5/11-20-12 of the Illinois Municipal Code (65 ILCS 5/11-20-12), authorizes the Village to remove ash trees infested with the Emerald Ash Borer (*Agrilus planipennis* Fairmaire) from any parcel of private property within the Village if the owners of that parcel, after reasonable notice, refuse or neglect to remove the infested trees; and

WHEREAS, Section 5/11-20-12 of the Illinois Municipal Code (65 ILCS 5/11-20-12), further authorizes the Village to collect, from the owners of the parcel, the reasonable removal cost for the removal of ash trees infested with the Emerald Ash Borer; and

WHEREAS, the Village has determined that authorizing the Village to remove such infested trees will protect and promote the public health, safety, and welfare of its citizens; and

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1: That the foregoing recitals are found to be true and correct and are hereby incorporated and made a part hereof of this Ordinance.

SECTION 2: The LEMONT MUNICIPAL CODE, as amended, is hereby further amended in Title 8, (“Health and Safety”) by adding in an entirely new subsection 8.20 as follows:

8.20 Removal of Infested Trees

8.20.10 Definitions

For the purpose of this section, the following definitions shall apply unless the context indicates or requires a different meaning.

INFESTED: The presence of a pest deemed a nuisance by the Illinois Department of Agriculture or the United States Department of Agriculture, the presence of circumstances that make it reasonable to believe that such a pest is present or the presence of any injurious insect or pest that is liable to spread to other plants, trees or shrubs to the injury of such plants, trees or shrubs or to the injury of humans or property. Examples of such nuisances include, but are not limited to, Asian Longhorn Beetle and Emerald Ash Borer. This definition does not apply to common native pests such as box elder bugs and carpenter ants.

8.20.20 Duty to Remove Infested Trees

Any tree infested or dead with Emerald Ash Borer or other injurious parasite, fungus, insect or disease, is declared to be hazardous to public safety and is subject to abatement as such. No person shall knowingly permit any tree or shrub so infested or dead to remain on any lot or tract of land owned or controlled by such person. If such person fails to remove any tree or shrub so infested or dead within 30 days after receipt of notice from the Village, directing such removal, the Village may remove such tree or shrub at the expense of such person.

8.20.30 Enforcement

The Village or its designee(s) (collectively the “Village”) may enter upon private property at all reasonable hours for purposes of inspecting trees thereon and may cause to be removed the specimens as are required for purposes of analysis to determine whether or not the same are infested and to cause to be removed the infested trees upon failure of the owner to do so after due notification, as provided in subsection 8.20.20. It shall be unlawful for any person to prevent the Village from entering on private property for purposes of carrying out its duties hereunder or to interfere with the Village in the lawful performance of its duties under the provisions of this subsection.

8.20.40 Collection of Costs of Removal; Lien

(a) If the property owner fails to remove a tree as provided in subsection 8.20.20 and an infested tree is removed by the Village, a statement of charges for the tree removal and disposal shall be sent to the owner of the property from which the tree was removed.

(b) If the property owner fails to reimburse the Village for all charges incurred in the enforcement of this subsection within 30 days from the date the Village issues the statement of charges, the Village’s removal cost shall be a lien upon the underlying parcel in accordance with Illinois Municipal Code Sections 65 ILCS 5/11-20-12 and 65 ILCS 5/11-20-15.

8.20.50 Contractor Compliance Agreement

Any contractor who performs work on public or private property in the Village (including, but not limited to, landscape contractors, tree pruning and removal contractors, or firewood contractors) must have on file with the Illinois Department of Agriculture, an Emerald Ash Borer Compliance Agreement. All procedures listed in the Emerald Ash Borer Compliance Agreement must be followed.

8.20.60 Violations; Penalty

(a) Any person, firm or corporation found to have violated any provision of this subsection shall be subject to a fine not less than \$100.00 nor more than \$750.00 for each offense, in addition to any other legal or equitable remedies available to the Village. Such other remedies include, but are not limited to, injunctive relief, application to a court of competent jurisdiction for a receiver, or foreclosure of any lien the Village may have thereon.

(b) A separate and distinct offense shall be committed each day on which such person or persons shall violate the provisions of this subsection.

(c) The Village may enforce this chapter in a system of administrative adjudication or through the circuit court of the applicable county at its sole discretion.

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

SECTION 4: Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

SECTION 5: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 12th day of March, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Subject: Second Amendment to Intergovernmental Agreement
date: March 8, 2012

BACKGROUND/HISTORY

The Village of Lemont entered into an IGA with the other taxing bodies in September of 2004 to hire Scott Nemanich as counsel to represent the various government entities in Tax Appeal cases, in lieu of each taxing entity hiring separate legal counsel. This IGA was amended in 2008 and is set to expire. This second amendment will continue the IGA for an additional five years and allows for a party to withdraw from the IGA with a six month notice.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinances Authorizing the Intergovernmental Agreement
Second Amendment to Intergovernmental Agreement

Resolution No. R-_____-12

**A RESOLUTION APPROVING EXECUTION OF THE
SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Mayor and Village Board of the Village of Lemont have determined that it is in the interest of the health, safety and welfare of its residents to enter into intergovernmental agreements from time to time;

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.);

WHEREAS, in September, 2004, the Village entered into an Intergovernmental Agreement with the School District 113A of Cook and DuPage Counties, Illinois ("District 113"), Lemont Fire Protection District of Cook, Will, and DuPage Counties, Illinois ("Fire District"), Lemont Library District of Cook and DuPage Counties, Illinois ("Library District"), Lemont Park District of Cook, Will, and DuPage Counties, Illinois ("Park District"), Lemont Township of Cook County, Illinois ("Township"), and Lemont Township High School District 210 of Cook and DuPage Counties ("District 210") (collectively referred to herein as the "Parties");

WHEREAS, the Parties executed a First Amendment to Intergovernmental Agreement in 2008;

WHEREAS, the Parties desire to execute the Second Amendment to Intergovernmental Agreement 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 Second Amendment to Intergovernmental Agreement, attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Mayor and/or Village Administrator are authorized to execute the Second Amendment to Intergovernmental Agreement, to make minor changes to the documents prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 12th day of March, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Second Amendment dated as of the _____ day of _____ 2012, by and between School District 113A of Cook and DuPage Counties, Illinois (“District 113”), Lemont Fire Protection District of Cook, Will, and DuPage Counties, Illinois (“Fire District”), Lemont Library District of Cook and DuPage Counties, Illinois (“Library District”), Village of Lemont of Cook, Will, and DuPage Counties, Illinois (“Village”), Lemont Park District of Cook, Will, and DuPage Counties, Illinois (“Park District”), Lemont Township of Cook County, Illinois (“Township”), and Lemont Township High School District 210 of Cook and DuPage Counties (“District 210”) (collectively referred to herein as the “Parties”),

WITNESSETH:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated as of September, 2004 (the “Agreement”); and

WHEREAS, pursuant to Section 5 of the Agreement, the Parties originally agreed that the Agreement was to be for a period of two (2) years; and

WHEREAS, in 2008 the Parties executed the First Amendment to Intergovernmental Agreement extending the term of the Agreement; and

WHEREAS, since the date of the First Amendment, the Parties have agreed that they have continued to abide by said Agreement after the expiration of the initial two (2) year term and desire to retroactively extend the term of said Agreement from the date of the initial expiration to the dates effective as of this Second Amendment; and

WHEREAS, the First Amendment has expired.

NOW THEREFORE, It Is Hereby Agreed:

Section 1. The recitals contained in this Second Amendment are incorporated herein and are made a part hereof as if fully set forth herein.

Section 2. Paragraph 5 of the Agreement is amended so as to insert the following Paragraph 5 as and for the original paragraph 5:

5. That this Agreement shall be for a period of five (5) years from the date of execution of the Second Amendment; however, any of the parties hereto may withdraw from said Agreement upon six (6) months prior written notice to the other parties.

Section 3. The provisions contained herein shall become a part of the original Intergovernmental Agreement dated September, 2004 and shall supersede any provisions to the contrary.

Executed this _____ day of _____, 2012.

VILLAGE OF LEMONT

SCHOOL DISTRICT 113A

By: _____
Mayor

By: _____
President

Attest:

Attest:

By: _____
Clerk

By: _____
Secretary

LEMONT FIRE PROTECTION DISTRICT

LEMONT LIBRARY DISTRICT

By: _____
President

By: _____
President

Attest:

Attest:

By: _____
Secretary

By: _____
Secretary

LEMONT PARK DISTRICT

By: _____
President

Attest:

By: _____
Secretary

**LEMONT TOWNSHIP HIGH
SCHOOL DISTRICT 210**

By: _____
President

Attest:

By: _____
Secretary

LEMONT TOWNSHIP

By: _____
Township Supervisor

Attest:

By: _____
Clerk