



*Village of Faith*

# Village of Lemont

418 Main Street • Lemont, Illinois 60439

## VILLAGE BOARD MEETING

AUGUST 13, 2012 - 7:00 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](http://www.lemont.il.us)

### I. PLEDGE OF ALLEGIANCE

### II. ROLL CALL

### III. CONSENT AGENDA (RC)

#### A. APPROVAL OF MINUTES

1. JULY 23, 2012 VILLAGE BOARD MEETING

2. JUNE 18, 2012 COMMITTEE OF THE WHOLE

3. JULY 16, 2012 COMMITTEE OF THE WHOLE

#### B. APPROVAL OF DISBURSEMENTS

C. ORDINANCE AMENDING ORDINANCE 725 ESTABLISHING A PAY PLAN AND SCHEDULE OF AUTHORIZED POSITIONS  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)

D. RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)

### IV. MAYOR'S REPORT

#### A. AUDIENCE PARTICIPATION

### V. CLERK'S REPORT

#### A. CORRESPONDENCE

#### B. ORDINANCES

1. ORDINANCE AMENDING ORDINANCE NO. O-12-12 AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 10990 ARCHER AVENUE  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)

2. ORDINANCE AMENDING CHAPTER 5 OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO SOLICITATION  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)

3. ORDINANCE APPROVING A LEASE WITH COMMONWEALTH EDISON COMPANY  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)

4. **ORDINANCE APPROVING A LEASE WITH ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**

**C. RESOLUTIONS**

1. **RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE 2012 SANITARY SEWER CLEANING & TELEVISIONING  
(PUBLIC WORKS)(BLATZER)(PUKULA)**
2. **RESOLUTION AUTHORIZING AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC.  
(ADMIN./PUBLIC WORKS)(REAVES/BLATZER)(WEHMEIER/SCHAFER/PUKULA)**
3. **RESOLUTION ACCEPTING BID OR BUILDING CONCRETE SERVICES FOR THE VILLAGE HALL REHABILITATION PROJECT  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)**

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

**MINUTES**  
**VILLAGE BOARD MEETING**  
**July 23, 2012**

The regular meeting of the Lemont Village Board was held on Monday, July 23, 2012, at 7:00 p.m., President Brian Reaves presiding.

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

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

**III. CONSENT AGENDA**

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

**A. Approval of Minutes**

1. July 9, 2012 Village Board Meeting.

**B. Approval of Disbursements**

- C. O-49-12 - Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class C-4 Liquor Licenses).**

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

**IV. MAYOR'S REPORT**

- A. Police Department Awards.**

- B. The electric aggregation group met last week. First Energy was chosen as our energy source for a two year program. Township residents have their own program and residents can contact the Township Office.**

**C. AUDIENCE PARTICIPATION**

**V. CLERK'S REPORT**

**A. Correspondence**

1. Attended the Region Seven Meeting of the IIMC and the MCI Summer Conference in Alton on July 19 – July 21.

**B. Ordinances**

**C. Resolutions**

1. **Resolution R-40-12** Authorizing Award of Contract for the 2012 MFT Resurfacing & Pavement Striping Program Project. Motion by Chialdikas, seconded by Blatzer to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski (Abstain), Stapleton, Virgilio; 5 ayes. Motion passed. Sniegowski Abstained.

2. **Resolution R-41-12** Resolution Authorizing Adoption of a Labor Agreement Between Village of Lemont and Metropolitan Alliance of Police, Lemont Police Chapter #39. Motion by Miklos, seconded by Blatzer, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 6 ayes. Motion passed.

**VI. VILLAGE ATTORNEY REPORT**

**VII. VILLAGE ADMINISTRATOR REPORT**

**VIII. BOARD REPORTS**

**IX. STAFF REPORTS**

**Police Department** –August 4<sup>th</sup> is Kops-N-Kidz Day at 9:30 a.m. – 2:00 p.m.

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

1. Donation boxes must be removed. They are not permitted. Owners of the boxes will be notified. If they are not removed, we will remove them
2. Discussed prospects for redevelopment of Village property.

**XII. EXECUTIVE SESSION**

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

**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 8:15 p.m. Voice vote: 6 ayes. Motion passed.

**Committee of the Whole**  
**June 18, 2012**  
8:00 p.m.

A Special Meeting of the Village of Lemont Committee of the Whole was held on Monday June 18, 2012 in the Board Room of the Village Hall at 418 Main Street in Lemont, Illinois.

**CALL TO ORDER**

Mayor Reaves called the meeting to order at 7:00 p.m. after the regularly scheduled Village Board Meeting and acknowledged that the following were present:

Trustees Paul Chialdikas, Ron Stapleton, Rick Sniegowski, Jeanette Virgilio, Debbie Blatzer and Cliff Miklos.

Also present were Village staff members Ben Wehmeier, James Brown, Charity Jones, Ed Buettner, Mark LaChappell, George Schafer, Chief Kevin Shaughnessy, Ralph Pukula, and Village Attorney Jeffery Stein.

**DISCUSSION ITEMS**

Presentation of the Downtown Interpretative Park Project

The Lemont Junior Women's group gave a brief presentation to the Board on an interpretative park they would like to begin soliciting donations for. The group stated that it would likely be a multi-year project and would solicit donations for the construction. The Village would be asked to donate the land and also maintenance after the park is operational. The Mayor and the Board thought the project looked very promising but had concerns with long-term maintenance of the project, with the Village staff running fairly thin and with their other obligations. The Mayor mentioned that he would like the group to gain some support from the Lemont Park District, so as not to duplicate efforts. The rest of the Board concurred that the Park should see the project first; then the project can come to the Village for additional support. The group would be going in front of the Park Board at a future meeting. Discussion closed.

Old Quarry Professional Building

The property owner at 15884 W 127<sup>th</sup> St is requesting a special use for a medical office development. The Planning and Zoning Commission recommended approval with minor conditions. The conditions had to do with additional screening in which the petitioner was fine with providing. The majority of the Board was in favor of the request, with additional screening provisions included. Trustee Virgilio stated that she was not thrilled with the building going from one story as originally presented to three stories. The new building still meets the Village's unified development ordinance. There was limited further discussion on the topic. The item would be in front of the Village Board for approval at a future meeting. Discussion closed.

### Heritage Park Recreational Discussion

Trustee Virgilio led the discussion on an activity that a local group wanted to present for the Quarry area. A tri-athlon group in town wanted to conduct its swimming training in the Quarry area. The group completed a couple test swims and was very satisfied with the water. There was additional discussion on what regulations need to be considered if the Village is entertaining this idea. Village Attorney Stein completed some quick research and found that this use would be considered a public swimming area and would fall under the regulations of the State of Illinois. Water quality would have to be deemed acceptable and there would also likely be structures that would need to be installed. In addition, if it was deemed a public swimming area, it would be difficult to restrict it to public swimming and only allow this group. There was further discussion on the idea. Staff would continue to research the possibility and bring it up at a future meeting if the group is still interested.

### Proposed Amendment to Fund 25 and 45

Mr. Wehmeier led the discussion on a couple amendments to the budget that is required because a couple road projects ran over the budget. In Fund 45 there were a couple large changes due to the Walker/McCarthy project and the triangle project. The Board was fine with the amendments. The item would be up for a formal approval at the next Village Board Meeting.

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

The Mayor mentioned that the water system was averaging 3.6 million gallons a day due to the draught.

Mr. Wehmeier discussed the upcoming treatment plant project by MWRD. The Village would be working with MWRD in the coming months to limit impact to local roads from the construction.

### **AUDIENCE PARTICIPATION**

No Audience Participation

### **ADJOURNMENT**

Mayor Reaves adjourned the meeting at 9:30 PM

**Committee of the Whole**  
**July 16, 2012**  
7:00 p.m.

A Special Meeting of the Village of Lemont Committee of the Whole was held on Monday July 18, 2012 in the Board Room of the Village Hall at 418 Main Street in Lemont, Illinois.

**CALL TO ORDER**

Trustee Blatzer called the meeting to order at 7:00 p.m. after the regularly scheduled Village Board Meeting and acknowledged that the following were present:

Trustees Paul Chialdikas, Ron Stapleton, Rick Sniegowski, Jeanette Virgilio and Cliff Miklos. Mayor Reaves was absent

Also present were Village staff members Ben Wehmeier, James Brown, Charity Jones, Ed Buettner, Mark LaChappell, George Schafer, Chief Kevin Shaughnessy, Ralph Pukula, and Village Attorney Jeffery Stein.

**DISCUSSION ITEMS**

Presentation from Keepataw Days Festival, Inc

The Keepataw Days Festival group gave a brief presentation on the upcoming Keepataw Days festival to take place Labor Day weekend. There is not much changing for the event. The main challenges for the event would be covering the costs of running the event, to include the cost of the officers and public works. There was limited discussion, as there wasn't much that would be changing with the event.

Discussion of St. Alphonsus Sign Variation

The owner of the property is requesting a variation from the UDO to allow an internally illuminated monument sign for the church. The sign is already up and externally laminated, but he would like the ability to turn on the sign from within. The Planning & Zoning Commission and staff have recommended a denial of the request. There was a good deal of discussion on the request. Some of the Trustees thought the internally lit sign looks better than the external one, and others were against internally signs altogether. The Mayor was absent but he would not be needed in a vote anyway since the P&Z recommended denial. For the item to pass it would need 4 of the 6 trustees approve the request. The item was part of an overall sign debate that will be rectified in a series of future meetings to further amend the sign code. Discussion was closed on the item; the item would be up for approval at a future meeting.

### Discussion of Electronic Message Center (LED) Signs

Mr. Brown gave a presentation on the issue concerning electronic message signs. There are certain areas of town in which the signs are authorized as well as restrictions on size, movement of material and color. The Planning & Zoning Commission attempted to come up with a recommendation for changes to the code, but was unable to agree on what changes to make. There was considerable debate on the topic. After a lengthy debate, it was decided that another meeting would need to be called with the Village Board and the Planning & Zoning Commission to come up with guidelines that everyone can live with and doesn't bog down staff with constant variation requests. The meeting would be scheduled in the coming weeks. Discussion closed.

### Discussion of on-Street Disabled Parking

A request that staff receives periodically is a disabled parking spot in front of their home. Currently there are a number of areas of town in which there is on-street parking that is labeled as disabled parking. There are no requirements or policies that govern these parking spaces. Staff will be coming up with policies and protocol on these requests in the coming months and tracked accordingly. Discussion closed.

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

None.

### **AUDIENCE PARTICIPATION**

No Audience Participation

### **ADJOURNMENT**

Mayor Reaves adjourned the meeting at 9:00 PM



A / P W A R R A N T L I S T

[NW1]

REGISTER # 450

DATE: 08/13/12

Monday August 13,2012

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 ARNIE'S AUTO BODY SUPPLY INC				262.64	
	385054	10-15-60900	PAINT		115.87
	385345	10-15-60900	PAINT		146.77
01 ARCHON CONSTRUCTION CO INC				14369.63	
	10444-5F	25-00-573200	WATER MAIN		14369.63
01 A-CREATIONS				197.60	
	15246	10-20-60701	KNK T-SHIRTS		197.60
01 AGGREKO LLC				150.00	
	13244338	10-53-58000	HERF-12 GENERATOR		150.00
01 AMAUDIT				561.84	
	677	10-90-53900	PHONE CONTINGENCY		466.17
	677	10-15-53000	ELEC CONTINGENCY		30.39
	677	22-05-54400	GAS CONTINGENCY		65.28
01 AMERICAN PLANNING ASSOCIATION				388.00	
	160807-1256	10-30-52200	C JONES 10/12-9/1		388.00
01 ARTHUR PETERSON INC				151.70	
	12-06-30	10-15-60900	MISC HDWE		151.70
01 ASHLAND INC				140.49	
	95985211	10-17-61100	VARIOUS		140.49
01 AT&T				1196.35	
	630243044807	22-10-54150	CHESTNUT CROSSING		45.29
	630243045907	22-10-54150	OAK TREE LIFT		49.56
	630243095807	10-90-53900	P.D. PHONES 6/14-		142.85
	630243123007	22-10-54150	EAGLE RIDGE		47.16
	630243146807	72-00-57000	PHONE/INTERNET 6/		100.16
	630243160907	22-10-54150	TARGET-KOHL'S		48.23
	630243173907	22-05-54400	WELL #6		102.89
	630243737507	10-53-68010	PHONE/INTERNET 6/		90.58
	630257043607	22-10-54150	GLENS OF CONNEMAR		47.99
	630257159807	10-90-53900	DISCONNECT 7/20/1		6.20
	630257198207	22-10-54150	RUFFLED FTHRS		46.75
	630257229007	22-05-54400	WELL #3		164.07
	630257247407	10-90-53900	P.D. PHONE/INTERN		134.19
	630257527107	22-10-54150	HARPERS GROVE		47.97
	630257593607	22-05-54400	WELL #4		50.57
	630257642107	22-05-54400	WELL #5		36.87
	630257953907	22-10-54150	KEEPATAW TRAILS		47.42
01 AVALON PETROLEUM COMPANY				10324.70	
	013302	10-17-61500	1050 GALS DSL		3570.00
	449550	10-17-61500	1155 GALS UNL		3544.70
	449551	10-17-61500	1000 GALS UNL		3210.00
01 AVAYA INC				360.42	
	2732027862	10-90-53900	PHONE SYSTEM		360.42
01 AWARD EMBLEM				59.10	
	373425	10-20-60701	AWARDS		59.10
01 AIR 1 WIRELESS				44.97	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	ATR1MIN11377	10-15-52600	PHONE HOLSTER	44.97	
01 AZAVAR	8960	45-00-56600	CONT PMT	254.45	254.45
01 BAKER TILLY VIRCHOW KRAUSE LLP	BT607299	10-90-56100	FYE 4/30/12	14120.00	14120.00
01 BURRIS EQUIPMENT CO	PS71157	10-17-61100	PARTS	70.39	70.39
01 BURGER KING #12832	12-07-27	10-20-60100	MEALS	303.76	303.76
01 MICHAEL BUTKIEWICZ, DDS	100843	10-00-28200	R-12420 ARCHER AV	1000.00	1000.00
01 BUXTON COMPANY	034082	10-90-56600	SCOUT PGM	1250.00	1250.00
01 CALL ONE	12-07-15	10-90-53900	PHONE LINES	934.31	934.31
01 COMCAST CABLE	12-07-0768	80-00-70100	7/29-8/28 CS C/I	407.40	216.90
	12/07-8896	80-00-70100	VH CABLE/INTERNET		190.50
01 CLOSED CIRCUIT INNOVATIONS	5053	80-00-70100	VH SECURITY CAMER	730.00	205.00
	5053	72-00-57000	SECURITY CAMERAS		200.00
	5053	75-00-57000	SECURITY CAMERAS		325.00
01 CONCRETE CLINIC	1752	10-15-60900	MORTAR & CONCRETE	55.08	55.08
01 CONVERGED COMMUNICATIONS SYSTE	15414	13-00-70700	VH PHONES SUPPORT	160.00	160.00
01 CINTAS DOCUMENT MANAGEMENT	DD25153871	22-05-58100	DOC SHREDDING	272.92	210.35
	DD25156333	10-10-60100	DOC SHREDDING		62.57
01 CDW GOVERNMENT LLC	N231925	13-00-70100	SERVER SOFTWARE	472.82	472.82
01 COMED	12-06-0007	10-15-53000	TALCOTT, E OF STE	4714.23	96.47
	12-06-4052	10-15-53000	STEPHEN ST		40.00
	12-07-3016	10-15-53000	HOUSTON 1N SCHULT		16.03
	12/06-8014	10-15-53000	ILLINOIS, E OF ST		14.12
	12/07-0080	10-90-56600	AGGREGATION FEE		168.00
	12/07-2027	10-15-53000	ROLLING MDW DR		4262.31
	12/07-7033	10-15-53000	BELL RD, MAIN ST		92.23
	12/08-2063	10-15-53000	KA STEEL BIKE PAT		25.07
01 CERTIFIED LABORATORIES	797036	10-17-61100	VARIOUS	327.31	327.31
01 CHIPAIN'S FINER FOODS	12-08-01	10-15-60100	ICE	20.86	20.86
01 CASTLETOWN HOMES INC	110490(T)(L)	10-00-28210	R-12942 WATERFORD	5500.00	500.00
	110490(T)(L)	10-00-28400	R-12942 WATERFORD		5000.00

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 COMMUNITY NURSE HEALTH ASSOCIA	12-06-11	10-53-58001	RACE EXPENSES	6959.50	6959.50
01 COOK GOLF PROPERTIES, INC	12-08-08	45-20-517300	MCCARTHY RD EASEM	2000.00	2000.00
01 CHICAGO PARTS SOUND, LLC	464245	10-17-61100	PARTS	328.57	245.59
	464435	10-17-61100	PARTS		82.98
01 DAVIS, CRAIG	12-07-09	10-00-20001	OVERPMT	36.00	36.00
01 DUSTCATCHERS, INC.	42730	10-35-57500	CS FLOOR MATS	84.36	42.18
	43575	10-35-57500	FLOOR MATS		42.18
01 ELECTRONIC ACCESS SYSTEMS INC	3529	10-35-57515	REPAIR	243.00	243.00
01 ESRI	92524270	10-30-56250	GIS LICENSE	700.00	700.00
01 EXELON ENERGY INC	201410600050	10-15-53000	55 STEPHEN ST	2976.23	198.72
	201410700050	10-15-53000	0 N NEW AVE		219.04
	201410800050	10-15-53000	47 STEPHEN ST		26.68
	201410900050	10-15-53000	44 STEPHEN ST		42.66
	201411000040	10-15-53000	ED BOSSERT DR		13.88
	201411100050	10-15-53000	STEPHEN, SANI CAN		16.56
	201411200050	40-00-53000	164 PEIFFER		120.97
	201411300050	40-00-53000	1080 NORWALK		1862.42
	201411400050	10-15-53000	411 SINGER AVE		214.64
	201411500050	10-15-53000	STEPHEN, ALLEY		260.66
01 FLEET SAFETY SUPPLY	55743	10-17-61100	PARTS	484.22	276.84
	55824	10-17-61300	TOOL		207.38
01 GARCIA, PAULETTE	12-07-20	10-20-60701	SAM'S CLUB SNACKS	3476.67	976.61
	12-07-20(2)	10-20-60701	TARGET TOYS		951.97
	12-07-27	10-20-60701	SAM'S CLUB TOYS		294.86
	12-07-27(2)	10-20-60701	TARGET SUPPLIES		59.90
	12-07-30	10-20-60100	OFFICE MAX PPR		45.45
	12-07-30(2)	10-20-60701	TARGET TOYS		1147.88
01 GUARANTEED TECH SERV & CONSULT	2010468	13-00-70700	RELOCATION	8480.07	6960.07
	2010489	80-00-70100	IT SUPPORT		1520.00
01 PEGGY HALPER	0039	10-00-29400	CASE 12-14	108.50	21.75
	0039	10-30-52400	JUL 12 PZC MINS		86.75
01 BRIAN ANDREW HARVILLE	PC-010684	10-00-20001	TICKET OVERPMT	25.00	25.00
01 HERITAGE CORRIDOR CVB				2500.00	

DATE: 08/13/12

Monday August 13,2012

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	1025	10-53-58500	MEMBERSHIP	2500.00	
01 HOMER INDUSTRIES LLC				250.00	
548561		10-15-52900	BRUSH	200.00	
548922		10-15-52900	BRANCHES	50.00	
01 INTERNATIONAL CODE COUNCIL, IN				147.00	
INV0161270		10-25-60300	ICC CODE BOOKS	147.00	
01 INTERNATIONAL ENERGY CONSERVAT				1000.00	
7-18-2012		10-25-56400	BRIARCLIFFE	1000.00	
01 INKWELL LTD				840.74	
58449		10-30-60100	VARIOUS	150.32	
58461		10-20-60100	TONER, PAPER	183.98	
58498		10-20-60100	VARIOUS	100.85	
58503		10-15-60100	FILE FOLDERS	86.94	
58513		10-25-60100	VARIOUS	96.06	
58536		10-20-60100	VARIOUS	156.61	
58550		10-20-60100	PAPER	65.98	
01 JCM UNIFORMS				4215.28	
668763		10-20-61400	TSO'S	578.70	
669023		10-20-61400	G QUINN	140.97	
669028		10-20-61400	TSO MATTHEWS	290.61	
669975		10-20-61400	5 VESTS	3205.00	
01 CHARITY JONES				49.00	
12-07-30		10-30-52100	APA WORKSHOP	32.00	
12-07-30		10-00-29400	CASE 12-02	17.00	
01 KENNETH ALLEN CO.				1000.00	
110681		10-00-28200	R-703 PORTER ST	1000.00	
01 JAMES KEARNS				35.00	
12-07-31		10-53-68010	ARTIST COMM	35.00	
01 CHICAGO MATERIALS CORP.				519.19	
89438MB		40-00-60900	BLACK TOP	105.44	
89508MB		40-00-60900	BLACKTOP	413.75	
01 WALTER KUZIEL				48.00	
12-08-08		10-00-20001	VEHICLE STKR 1089	48.00	
01 LAW ENFORCEMENT FOUNDATION OF				110.00	
12-07-27		10-20-52100	TRIAD CONFERENCE	110.00	
01 LINA EMBROIDERY				476.00	
E11244		10-20-61400	POLOS	476.00	
01 MACK INDUSTRIES				41.61	
12-08-03		22-00-40010	R-12445 THORNBERR	41.61	
01 ANDREA MANTIA				106.41	
12-07-27		10-20-61400	CARSONS, LANDS EN	106.41	
01 JOHN WOLFE				136.84	
080112A		10-17-61300	TOOLS	136.84	
01 MATHIAS, BRUCE				563.94	
12-08-01		10-90-58100	RED DR R E TAX RE	563.94	
01 MARTINO CONCRETE COMPANY				14450.00	
1276		10-15-57400	CURBS	1800.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	1277	10-15-57400	SIDEWALK	11600.00	
	1278	10-00-28500	SIDEWALK	1050.00	
01 MCMASTER-CARR SUPPLY CO.				129.42	
33327713	10-15-60900	WHEELS		129.42	
01 MENARD'S				629.00	
21339	10-15-60900	P.W. 18CF REFRIG		629.00	
01 MUNICIPAL FLEET MANAGERS ASSOC				50.00	
12-07-27	10-17-52100	8-28 MEETING		50.00	
01 MINDFLOW GROUP				115.00	
2102-1029	10-53-58001	ADVERTISING		115.00	
01 MORRIS ENGINEERING INC				2120.00	
12-03062	10-25-56305	JUNE 2012		1340.00	
12-03062	10-25-56310	JUNE 2012		780.00	
01 NAPA AUTO PARTS				558.50	
070726	10-17-61100	PARTS SUBSCR SVC		149.00	
477385	10-17-61100	PARTS		65.86	
477741	10-17-61100	PARTS		11.45	
477811	10-17-61100	PARTS		116.46	
478081	10-17-61100	PARTS		35.10	
478106	10-17-61100	PARTS		8.99	
478226	10-17-61100	PARTS		13.88	
478272	10-17-61100	PARTS		45.81	
478274	10-17-61100	PARTS		25.98	
478389	10-17-61100	PARTS		28.47	
480167	10-17-61100	PARTS		57.50	
01 NORTH AMERICAN SALT CO				1989.92	
70851644	22-05-61050	SALT WELL #3		1989.92	
01 NICOR GAS				315.61	
12-07-2000 8	22-10-54150	HARPER'S GROVE		26.41	
12/07-0043 0	22-10-54150	RUFFLED FTNRS		80.30	
12/07-1000 5	22-10-54150	CHESTNUT CROSSING		25.00	
12/07-2000 6	22-10-54150	OAK TREE LN		23.96	
12/07-2000 8	22-10-54150	KEEPAW TRAILS		33.29	
12/07-20008	22-05-54400	WELL #3		25.98	
12/07-2382 4	22-10-54150	GLENS OF CONNEMAR		25.79	
12/07-8700 1	22-10-54150	SMITH FARM		23.96	
12/07-9378 5	22-05-54400	WELL #6		25.14	
12/07-9589 2	22-10-54150	TARGET-KOHL'S		25.78	
01 NICOLET NATURAL SE INC				94.85	
455036	10-35-61000	WATER DEL'Y		94.85	
01 OFFICEMAX INCORPORATED				326.87	
264902	10-10-60100	VARIOUS		54.50	
377934	10-10-60100	VARIOUS		84.55	
380789	10-10-60100	VARIOUS		163.14	
405401	10-10-60100	COFFEE		24.68	
01 PURCHASE ADVANTAGE CARD				27.56	
12-03-27	10-05-52100	OVERPAYMENT		11.75-	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	12-07-26	10-15-60100	JEWEL		39.31
01 MONA PARRY	12-07-31	10-53-68010	OFFICE MAX	28.12	28.12
01 PECINA, DONNA	12-03-08	10-53-58000	SPAT-12 MICHAELS	37.10	37.10
01 POLITZA, ROBERT	12-07-27	10-90-58100	RED DR R E TAX RE	517.27	517.27
01 MARGARET POPLAWSKI	12-07-31	10-53-68010	MICHAELS	26.53	26.53
01 QUINLAN SECURITY SYSTEMS 1		10-15-57000	P.W. ALARM	196.59	196.59
01 RAGS ELECTRIC				2342.12	
4827-05		40-00-60900	JUL 12 MAINT		1000.00
8215		10-15-57400	REPAIR		566.50
8249		40-00-60900	LIGHT PARTS		247.50
8259		22-10-57150	KPTW TRLS PUMP #1		95.00
8267		40-00-60900	GLENS OF CONNEMAR		433.12
01 RAINBOW PRINTING				426.80	
409051		22-05-60100	ENVELOPES		171.95
409068		22-05-60100	FORMS		45.95
409093		10-15-60100	BUSINESS CARDS		106.95
409093		10-30-60100	BUSINESS CARDS		101.95
01 ROD BAKER FORD				557.72	
115123		10-17-61100	PARTS		557.72
01 RICCIO CONSTRUCTION CORP 12092-2SF				77560.95	
		25-00-576200	WATER MAIN		77560.95
01 RCM DATA CORPORATION IN39318				540.00	
		10-15-57000	SERVICE CONTRACT		540.00
01 RUFFLED FEATHERS GOLF CLUB 12-08-03				2000.00	
		10-00-29023	DEPOSIT		2000.00
01 COOK COUNTY RECORDER OF DEEDS 272063012				482.00	
		10-00-29400	CASE 12-02		482.00
01 RAY O'HERRON CO INC 1218606-IN				112.50	
		10-20-60550	AMMO		112.50
01 RAY O'HERRON CO INC 0056793-IN				18.95	
		10-20-60550	AMMO		18.95
01 RUANE SEWER & WATER, INC. 12-04-26				8930.00	
		10-00-28500	GLENS OF CONNEMAR		8930.00
01 SOUTHWEST CENTRAL DISPATCH 12-07-20				24206.54	
		10-20-53800	AUG 2012		24206.54
01 SOUTHWEST DIGITAL PRINTING 7-906				323.80	
		80-00-70100	PLOTTER SUPPLIES		323.80
01 SUREFIRE AUTO PARTS				442.04	
250785		10-60-61300	TIRE CLEANER		5.99
254836		10-17-61100	PARTS		12.78
256486		10-17-61100	PARTS		104.37
256488		10-17-61100	PARTS		51.98

DATE: 08/13/12

Monday August 13,2012

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	256521	10-17-61100	PARTS	31.95	
	256621	10-17-61300	WRENCH SET	179.99	
	256622	10-17-61100	PARTS	48.99	
	257973	10-20-57000	TIRE CLNR	5.99	
01 SIKICH LLP				5566.00	
	146286	10-90-56600	JUN '12 FIN CONS	5566.00	
01 SHARE CORP				117.02	
	817498	10-17-61100	CLEANING SUPPLIES	117.02	
01 SUBURBAN LIFE PUBLICATIONS				331.32	
	578108	22-05-52450	LEGAL NOTICE	331.32	
01 CHARLENE SMOLLEN				606.88	
	12-07-23	10-05-52100	ALTON CONFERENCE	606.88	
01 SPRINT				3299.55	
	180900510-126	10-90-53900	P.W. CELL PHONES	3299.55	
01 STAPLETON, RON				161.25	
	12-08-06	10-53-68010	VARIOUS	161.25	
01 STANDARD INSURANCE COMPANY				1078.62	
	12-07-17	10-90-53300	AUG 2012	1078.62	
01 SWAHM POOL				82393.28	
	12-07-31	10-90-53100	JUL 2012	61762.34	
	12-07-31	22-15-53100	JUL 2012	19503.90	
	12-07-31	10-00-29550	JUL 2012	1127.04	
01 TOSHIBA FINANCIAL SERVICES				1959.72	
	57476504	10-20-70200	COPIER LEASE	794.55	
	57502971	10-90-70100	COPIER LEASES	785.00	
	57527376	10-15-57000	COPIER LEASE	380.17	
01 TIGERDIRECT INC.				2083.24	
	107515920101	13-00-70100	LAPTOPS,WARRANTIE	1933.37	
	108617720101	80-00-70100	P.D. MONITOR	149.87	
01 TIFCO INDUSTRIES				164.81	
	70785987	10-17-61100	PARTS	164.81	
01 T.P.I.				10349.00	
	6311	10-25-56400	JUL 2012	6786.50	
	6311	10-25-56550	JUL 2012	2840.00	
	6311	13-00-70700	VH PLAN REVIEW	722.50	
01 TREASURER, STATE OF ILLINOIS				3600.00	
	90084	10-90-54250	METRA LOT	3600.00	
01 UZNANSKI CREATIONS PHOTOGRAPHY				80.00	
	12-07-20	10-53-68010	TEACHING	80.00	
01 UNIFIRST CORPORATION				44.67	
	0620006093	10-17-57000	SHOP TOWEL SVC	44.67	
01 URBAN FOREST MANAGEMENT				471.25	
	120610	10-30-56600	JUNE 2012 SVCS	471.25	
01 UNIQUE PRODUCTS & SERVICE CORP				229.65	
	243757	10-17-61100	PARTS	229.65	
01 VILLAGE OF BOLINGBROOK				42.56	
	50283	10-90-56400	JOINT WATER ACQ	42.56	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 V & N CONCRETE PRODUCTS 25125		22-10-60650	RISER RINGS	251.20	251.20
01 VILLAGE OF WOODRIDGE 6832		10-10-52100	WCGL MEETING	71.00	71.00
01 VISION SERVICE PLAN (IL) 12-07-17		10-90-53300	AUG 12 PREMIUMS	940.92	940.92
01 JEFFREY B. WILLIAMS 12-07-31		10-53-68010	ARTIST COMM	28.00	28.00
01 WASTE MANAGEMENT 4518734-2007-4		10-15-52900	JUL 12 SVC	24.00	24.00
01 WENTWORTH TIRE SERVICE INC 415758		10-17-61100	TIRES	493.00	493.00
01 ZEE MEDICAL INC 0100580099		10-15-60100	FIRST AID/SAFETY	137.19	137.19
** TOTAL CHECKS TO BE ISSUED				350821.99	



FUND	AMOUNT
GENERAL FUND	215216.91
VILLAGE HALL IMPROVEMENTS	10248.76
WATER & SEWER FUND	23756.86
WATER/SEWER CAPITAL IMPROVE FUND	91930.58
MOTOR FUEL TAX	4183.20
ROAD IMPROVEMENT FUND	2254.45
PARKING GARAGE FUND	300.16
PARKING LOT FUND	325.00
GENERAL CAPITAL IMPROVEMENTS	2606.07
*** GRAND TOTAL ***	350821.99

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 CASE LOTS INC 492	041307	07/23/12 10-35-61015	67993 PT, BLEACH, TP	529.85	529.85
01 GENTLEMAN MCCARTY 492	12-07-27	08/03/12 34-00-56600	67999 RESEARCH STUDY	3750.00	3750.00
01 ILLINOIS EPA 492	12-06/20	07/23/12 22-15-54110	67994 7/1-6/30 PERMIT F	5000.00	5000.00
01 ILLINOIS STATE POLICE 492	MIRAGLIA	07/27/12 10-00-29050	67996 FORE GOLF MGMT	36.50	36.50
01 ILLINOIS STATE POLICE 492	STAPLES	07/27/12 10-00-29050	67997 FORE GOLF MGMT	36.50	36.50
01 RIMANTE KAVECKAITE 492	12-06-26	07/23/12 10-00-20001	67995 VEH STKR - NON-RE	192.00	192.00
01 UNITED STATES POSTAL SERVICE 492	12-08-01	08/07/12 22-05-52300	68000 METER REFILL	3400.00	3400.00

\*\* TOTAL MANUAL CHECKS REGISTERED 12944.85

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	350821.99	12944.85	363766.84
TOTAL CASH	350821.99	12944.85	363766.84

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	215216.91	794.85	216011.76
13	10248.76	.00	10248.76
22	23756.86	8400.00	32156.86
25	91930.58	.00	91930.58

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
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DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
34	.00	3750.00	3750.00
40	4183.20	.00	4183.20
45	2254.45	.00	2254.45
72	300.16	.00	300.16
75	325.00	.00	325.00
80	2606.07	.00	2606.07
TOTAL DISTR	350821.99	12944.85	363766.84

**A Resolution Relating to the Semi-Annual Review  
of Closed Session Minutes**

**WHEREAS**, the Village of Lemont President and Board of Trustees is required to make a semi-annual review of its closed session minutes in accord with the Open Meetings Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF LEMONT, ILLINOIS, pursuant to Section 2.06 of the Open Meetings Act:**

SECTION 1. The Village Board determines that the following sets of closed session minutes of the Village Board no longer require confidential treatment and are available for public inspection:

None at this time.

SECTION 2. The President and Board of Trustees determines that the need for confidentiality still exists as to all closed session minutes not listed in Section 1 above or previously released.

SECTION 3. That this Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 13th day of August, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

**Village Board  
Agenda Memorandum**

Item #

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to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Jeff Stein, Village Attorney

Subject: Substitution Purchase Contract – 10990 Archer

date: Aug 9, 2012

**BACKGROUND/HISTORY**

The Village Board had previously authorized the Village Administrator and Village Attorney to negotiate and then enter into an agreement to purchase real property located at 10990 Archer. Due to certain issues outside the Village's control, it became necessary for it to become a tri-party agreement with a small increase in price. This attached ordinance authorizes execution of said Substitution Purchase Contract.

**RECOMMENDATION**

Staff recommends approval

**ATTACHMENTS (IF APPLICABLE)**

Ordinance Approving Substitution Purchase Contract

**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 13th DAY OF August, 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 13th day of August, 2012.**

**Ordinance No. O-\_\_\_-12**

**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 on **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;

**WHEREAS**, the Village Board duly enacted Ordinance No. O-15-12 on March 12, 2012, which made certain amendments to Ordinance O-12-12;

**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 2 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, is amended hereby in its entirety so that hereafter, said Section 2 shall be and read as follows:

“**SECTION 2:** The Village Administrator is hereby authorized to negotiate a contract for the purchase of said Property from the current owner of record and any other entity that has a financial interest in the said Property, at a purchase price not to exceed \$385,000, which includes associated costs for obtaining said Property free and clear of any encumbrances and upon such terms as he deems in the best interest of the Village of Lemont.”

**SECTION 3:** That the remaining provisions of Ordinance No. O-12-12 and Ordinance No. O-15-12 shall remain in full force and effect.

**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 13th day of August, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

---

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



## **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 SECTION 14, 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.

## SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT (herein "**Agreement**"), is made and entered into as of this \_\_\_\_\_ day of August, 2012 (herein "**Effective Date**") by, between and among JOHN RATKOVICH EQUITIES LIMITED PARTNERSHIP, the title holder of record (herein "**Titleholder**") of the real property described below; the STATE BANK OF COUNTRYSIDE, an Illinois chartered bank (herein "**Seller**"); and the VILLAGE OF LEMONT, an Illinois municipal corporation (herein "**Purchaser**"). The Titleholder, the Seller and the Purchaser are collectively referred to herein as "**Parties**" and, in consideration of their mutual promises and covenants herein contained, it is agreed as follows:

### 1. RECITALS

A. The Seller and the Purchaser have heretofore entered into a contract dated as of the Twentieth day of April, 2012 (herein the "**Purchase Contract**") for the sale and purchase of the real estate commonly known as 10990 Archer Avenue (herein the "**Property**"), Lemont, Illinois, which is also the subject of this Agreement.

B. This Agreement is in substitution of the Purchase Contract, as the Seller is currently prosecuting a foreclosure action against the Titleholder under case number 2011 CH 21411 pending in the Circuit Court of Cook County and the Seller will not be in position to close on the Purchase Contract and convey title to the Property (herein the "**Conveyance**") to the Purchaser until the Seller secures a Judicial Deed and is the owner of record.

C. The Titleholder, as grantor, has indicated its interest in expediting the Conveyance free and clear of any encumbrances by way of the Titleholder's Warranty Deed directly to the Purchaser, as Grantee.

D. The Seller and Purchaser acknowledge that the culmination of the transaction contemplated in the Purchase Contract and in this Agreement (herein the "**Closing**") will be delayed without the Titleholder's cooperation, thereby requiring the Seller to further prosecute the foreclosure action in order to accomplish the Conveyance to the Purchaser.

E. As of the date hereof there is pending a certain bankruptcy proceeding commenced by John and Gilda Ratkovich under case number 12 bk 16414 pending in the United States District Court for the Northern District of Illinois.

F. The Chicago Title Insurance Company (herein the "**Title Company**") has reviewed the written opinion of Gregory K. Stern, P.C. confirming that John and Gilda Ratkovich do not have an individual ownership interest in the Property and that the Property is not a property of John and Gilda Ratkovich's individual bankruptcy estate.

G. The Title Company has determined that the aforesaid bankruptcy proceeding will not

prohibit the Conveyance, because the Titleholder is not affected by that proceeding; and the Title Company will not be forestalled by reason of the bankruptcy proceeding alone from issuing its title insurance policy free and clear of all claims, liens and encumbrances, except for any Permitted Exceptions (as the term "Permitted Exceptions" is hereinafter defined).

## 2. **PROPERTY TO BE SOLD AND CONVEYED**

The Seller shall sell its interest to the Purchaser and the Titleholder shall sell its interest in the Property and shall make the Conveyance to the Purchaser upon the terms and conditions hereinafter set forth, which Property has the following permanent property index number: 22-34-401-009-0000; and is legally described as:

LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE SOUTHEAST ¼ (EXCEPT LOTS 1 THROUGH 5 IN BOE'S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## 3. **PURCHASE PRICE**

The total purchase price (herein "**Purchase Price**") to be paid to the Seller by the Purchaser for the Property is Three Hundred Eighty-Five Thousand and No/100ths United States Dollars (\$385,000.00) in full payment of all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount. The full Purchase Price shall be payable as follows: Eighteen Thousand Seven Hundred Fifty and No/100ths United States Dollars \$18,750.00) as "**Earnest Money**" and the balance, less prorations, shall be paid by Purchaser to Seller in cash at Closing. If the Seller waives the deposit of Earnest Money, the entire Three Hundred Eighty-Five Thousand and No/100ths United States Dollars (\$385,000.00) Purchase Price, less prorations, shall be paid by the Purchaser to the Seller at Closing.

## 4. **EARNEST MONEY DEPOSIT**

In the event the Seller shall deliver a written notification thereof given in the manner set forth in Section 15 of this Agreement (herein "**Notice**") to the Seller within seven (7) days of the Effective Date, the Purchaser shall deposit the Earnest Money into an interest-bearing strict escrow in form substantially the same as that set forth in the attached **Exhibit B** (herein "**Joint Order Escrow**") established with the Westchester branch of the Title Company within seven (7) days of the Notice. Such shall be forfeited to the Seller only in the event of a Default (as "**Default**" is hereinafter defined) by the Purchaser and shall constitute liquidated damages payable to the Seller in the event of a Default by the Purchaser. The cost of the Joint Order Escrow shall be borne solely by the Seller. All interest shall accrue in favor of and be paid to the Purchaser at the termination of the Joint Order Escrow.

## 5. **TITLE, INSPECTION AND SURVEY MATTERS**

The Parties hereby acknowledge receipt of a title commitment No. 1410 PR0001572 UL dated February 17, 2012 (herein "**Title Commitment**") attached hereto and hereby made a part hereof as **Exhibit B** issued by the Title Company showing the condition of title to the Property

and wherein the Title Company shall commit to issue to the Purchaser in the amount of the Purchase Price an owner's title insurance policy, being an American Property Title Association (herein "**ALTA**") Form B owner's title insurance policy with extended coverage over the five general exceptions and with a location endorsement, showing title to the Property and, in addition, all access, ingress and egress and utility easements and right-of-way required hereunder or used in connection with the Property in the Titleholder, naming the Purchaser as the proposed insured (herein "**Title Policy**"). As to the matters therein set forth, the Titleholder shall cooperate to obtain an extended coverage endorsement over all the general title exceptions, together with the following additional endorsements, the form of which shall be: ALTA survey contiguity, access and "EPA Superlien."

A. During the time between the Effective Date and the date which is thirty (30) days after the Effective Date the Purchaser's duly authorized officers, agents, and independent contractors may enter upon the Property and into the buildings thereon to undertake surveys, studies, tests and other investigations (herein "**Due Diligence**") as the Purchaser deems necessary including but not limited to: soils and environmental studies, structural and mechanical studies, and asbestos studies. Beginning on the Effective Date and a date which is thirty (30) days thereafter the Purchaser shall perform its Due Diligence; provided, however, that this time shall be extended by the Parties for one (1) additional thirty (30) day period in the event the Purchaser determines in its sole and absolute discretion that additional studies or other investigations are required or desirable. In order to extend this time for one additional thirty (30) day period pursuant to the immediately preceding sentence, the Purchaser shall give Notice to the Seller and the Titleholder on or prior to the thirtieth (30<sup>th</sup>) day after the Effective Date. This total sixty (60) day period is herein the "**Due Diligence Period**". To the extent such information is in the possession or control of the Seller or the Titleholder, or to the extent it may be obtained by the Seller or the Titleholder at the Purchaser's cost and expense through the exercise of commercially reasonable efforts, such information shall be furnished by the Seller by the party having such information.

i. During the Due Diligence Period and at the Purchaser's sole cost and expense, the Purchaser shall cause a current survey of the Property to be prepared by a registered Property surveyor, licensed in the State of Illinois, in accordance with ALTA/ASCM survey standards and certified to the Title Company and the Purchaser as necessary to satisfy the requirements for title insurance with extended coverage (herein "**Survey**").

ii. The Seller and the Titleholder shall cooperate with Purchaser in the ascertainment of liens and encumbrances of a definite and ascertainable amount which arise on or before the date of Closing. During the Due Diligence Period and prior to Closing, the Purchaser shall review the Title Insurance Commitment (Exhibit B) which shall be later-dated as well as the Survey and shall be permitted to identify any liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Insurance Commitment (Exhibit B) and which shall be removed by the Seller without cost and/or expense to the Purchaser, or the matters in the Survey that the Purchaser finds objectionable in its sole and absolute discretion and which it identifies by its Notice to the Seller and the Titleholder [collectively, (i) liens and encumbrances of a definite and ascertainable amount appearing in the Title Insurance Commitment (Exhibit B), (ii) liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Insurance Commitment (Exhibit B), and (iii) Survey matters for which Notice is given are herein "**Unpermitted Exceptions**"]. Following receipt of Notice thereof, the Parties shall cooperate to remove such

Unpermitted Exceptions without cost and/or expense to the Purchaser. The Seller represents, warrants and covenants that between the date of the Title Insurance Commitment (Exhibit B) and the Closing, if title to the Property is or becomes encumbered with Unpermitted Exceptions or if the Parties are unable to remove the Unpermitted Exceptions prior to Closing, the Purchaser shall be permitted to terminate this Agreement in its sole discretion. Notwithstanding the foregoing, it is understood that Unpermitted Exceptions shall be removed by the Seller at its sole cost and expense prior to Closing.

iii. During the Due Diligence Period, the Purchaser may also obtain and review written reports of searches of the records of the Office of Recorder of Deeds of Cook County (herein "**Recorder**"), Illinois, the Secretary of State of Illinois, the U.S. District Court for the Northern District of Illinois and any such other necessary governmental agencies confirming the absence or presence of security interests, judgments, tax liens and bankruptcy proceedings which affect or could affect the Property or any interest therein to be transferred to the Purchaser pursuant to this Agreement.

B. By the expiration of the Due Diligence Period, the Purchaser, if it chooses to do so, will have examined all soils, engineering, environmental, hazardous waste, geotechnical, wetlands, feasibility and other studies and reports which the Purchaser obtains in connection with the Property, including but not limited to the investigation set forth in Section 6, and such other information relating to the Property that is specifically requested by the Purchaser of the Seller and/or the Titleholder by Notice to each given prior to the expiration of the Due Diligence Period, to the extent such information is in the possession or control of the Seller or the Titleholder, as the case may be.

C. Between the Effective Date hereof and the Closing Date neither the Titleholder nor the Seller shall cause the Property or any part thereof to be alienated, encumbered or transferred in favor of or to any person, firm, company or corporation whatsoever other than to the Purchaser.

D. The Title Commitment and Survey described in this Section 5 are collectively referred to as "**Title Evidence**". If the Title Evidence discloses, deficiencies in endorsements or matters other than the Permitted Exceptions or, with respect to UCC Statement, liens or claims not permitted hereunder (hereinafter collectively referred to as "**Defects**"), the Defects shall, as a condition of the Closing, be corrected by the Seller with the Titleholder's cooperation within five (5) days from the delivery of a Noticed regarding the Title Evidence.

E. Between the Effective Date and the Closing Date, the Purchaser shall have the continuing right from time to time at reasonable times without Notice to the other Parties to periodically inspect the Property, but no such inspections shall relieve the Seller and/or the Titleholder of its obligations hereunder or constitute any waiver by the Purchaser hereunder. In carrying out its reviews, searches and studies as contemplated in this Section and Section 6, the Purchaser and its agents or representatives shall have and are hereby given, the right, at their own risk, to enter upon the Property at any time prior to the Closing for any lawful purpose, including but not limited to: Verifications of information; and conducting investigations, tests and studies, soils tests, borings and hazardous waste studies.

i. The Purchaser shall hold and save the Seller harmless from all Damages which

result from the Purchaser's and its agents' or representatives' entry upon the Property prior to Closing. As used in this Agreement, "**Damages**" means: Any and all loss, liability, expenses, costs, actions, causes of action, lawsuits, claims, demands, and other deficiencies, including but not limited to interest, penalties, reasonable attorneys fees and expenses of Litigation.

ii. Any investigation or inspection conducted by the Purchaser or any agent or representative of the Purchaser pursuant to this Agreement, in order to verify independently the Seller's satisfaction of any conditions precedent to the Purchaser's obligations hereunder or to determine whether the Seller's representations and warranties made in this Agreement are true and accurate, shall not affect (or constitute a waiver by the Purchaser of) any of the Seller's and/or the Titleholder representations, warranties or obligations hereunder or the Purchaser's reliance thereon.

## 6. HAZARDOUS MATERIALS SITE INVESTIGATION

The Purchaser has caused a Phase 1 Environmental Site Assessment to be conducted.

A. Purchaser shall provide the Seller and the Titleholder with a copy of the Survey and a copy of the Phase 1 Environmental Site Assessment.

B. If the Phase 1 Environmental Site Assessment reveals recognized environmental conditions for the potential presence of petroleum products or hazardous substances on the Property (herein "**Soil Contamination**"), at its cost the Purchaser may cause a Phase 2 Environmental Site Assessment of the Property to be conducted.

C. If the Purchaser's Phase 2 Environmental Site Assessment reveals the presence of Soil Contamination, the Purchaser may undertake remediation of the Soil Contamination at its sole cost and expense with diligent and continuous effort, promptly commencing such remediation and thereafter prosecuting same with diligence and continuity. In such event, the time of Closing shall be extended until the remediation has been completed.

D. Notwithstanding anything to the contrary contained elsewhere in this Agreement, if the Purchaser is not satisfied with the Property for any reason the Purchaser may elect to terminate this Agreement upon Notice to the Seller and, in such case, the Earnest Money shall be promptly returned to the Purchaser.

## 7. CONVEYANCE OF TITLE — COSTS

At a time and date (herein "**Closing Date**") selected by mutual agreement of the Parties' attorneys following the Due Diligence Period as same may be extended by the Purchaser and/or the time during which remediation is being prosecuted by the Seller with diligence and continuity, as the case may be, the Parties' attorneys will meet in the Escrowee's office at the Title Company for the culmination of all of the conveyancing to the Purchaser and payment of the Purchase Price by the Purchaser to the Seller using a New York style Closing.

A. At Closing the Titleholder shall deliver the following items to the Purchaser:

i. The Titleholder shall give the Purchaser its warranty deed (herein "**Warranty**

**Deed**) —the Warranty Deed to be in the form thereof attached hereto and made a part hereof as group Exhibit C<sub>1</sub> —being in recordable form and conveying to the Purchaser fee title to the Property free and clear of all claims, liens and encumbrances, except for any and all of the following conditions in the Title Company’s Title Insurance Commitment: (a) general real estate taxes not yet due and payable as of the Closing Date; (b) covenants, easements, restrictions and documents of record which, in the Purchaser's sole judgment, do not interfere with or adversely affect the Purchaser's intended use of the Property; (c) liens and encumbrances of a definite or ascertainable amount shall be removed at Closing at the Seller’s sole cost and expense by the Purchaser’s payment of the amount no more than the Purchase Price at the time of Conveyance, unless and to the extent any of the same are Unpermitted Exceptions which have arisen after the date of the Title Insurance Commitment (Exhibit B), in which case each Unpermitted Exception shall have been removed by the Seller at its sole cost and expense prior to Closing or the Purchaser, if such exceptions arose by actions of the Purchaser or its agents; and (d) any other matters not objected to in writing by the Purchaser and which are acceptable to the Purchaser in its sole and absolute discretion (herein "**Permitted Exceptions**").

- ii. An ALTA Affidavit of Title.
- iii. A Closing Statement with credits from the Seller to the Purchaser for real estate tax and other prorations set forth in Section 8.
- iv. Transfer tax declarations. [**Note:** While no transfer tax shall be due or payable in connection with any such conveyance to the Purchaser or asserted by Purchaser as part of the Purchase Price in connection with any such conveyance to the Purchaser, the Titleholder shall furnish all declarations required.]
- v. The Titleholder's certificate to the Purchaser dated as of the Closing Date confirming that the representations and warranties set forth in Section 12 are true and correct on and have been remade as of the Closing Date.
- vi. A non-foreign certificate sufficient in form and substance to relieve the Titleholder of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.

B. At Closing the Seller shall deliver the following items to the Purchaser:

- i. The Seller shall give the Purchaser its quit claim deed (herein "**Quit Claim Deed**") — both the Quit Claim Deed to be in the form thereof attached hereto and made a part hereof as group Exhibit C<sub>2</sub> —being in recordable form and conveying to the Purchaser all of the Seller’s right, title and interest to the Property, so that together with the Warranty Deed the Conveyance shall be free and clear of all claims, liens and encumbrances, except for any and all of the following conditions in the Title Company’s Title Insurance Commitment: (a) general real estate taxes not yet due and payable as of the Closing Date; (b) covenants, easements, restrictions and documents of record which, in the Purchaser's sole judgment, do not interfere with or adversely affect the Purchaser's intended use of the Property; (c) liens and encumbrances of a definite or ascertainable amount shall be removed at Closing at the Seller’s sole cost and expense by the Purchaser’s payment of the amount no more than the Purchase Price at the time of Conveyance, unless and to the extent any of the same are Unpermitted Exceptions which have arisen after the date of the Title Insurance Commitment (Exhibit B), in which case each Unpermitted Exception shall have been removed by the Seller at its sole cost and expense prior

to Closing or the Purchaser, if such exceptions arose by actions of the Purchaser or its agents; and (d) any other matters not objected to in writing by the Purchaser and which are acceptable to the Purchaser in its sole and absolute discretion (herein "**Permitted Exceptions**").

- ii. An ALTA Affidavit of Title.
- iii. A Closing Statement with credits from the Seller to the Purchaser for real estate tax and other prorations set forth in Section 8.
- iv. The Title Policy.
- v. Transfer tax declarations. [**Note:** While no transfer tax shall be due or payable in connection with any such conveyance to the Purchaser or asserted by Purchaser as part of the Purchase Price in connection with any such conveyance to the Purchaser, the Titleholder shall furnish all declarations required.]
- vi. The Seller's certificate to the Purchaser dated as of the Closing Date confirming that the representations and warranties set forth in Section 11 are true and correct on and have been remade as of the Closing Date.
- vii. A non-foreign certificate sufficient in form and substance to relieve the Seller of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.

C. At Closing the Purchaser shall deliver the following items to the Seller:

- i. The balance of the Purchase Price, if any, after all principal and accrued interest on all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount have been paid.
- ii. The Purchaser's certificate dated as of the Closing Date confirming that the representations and warranties set forth in Section 13 are true and correct on and have been remade as of the Closing Date.
- iii. A non-foreign certificate sufficient in form and substance to relieve the Purchaser of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.

D. All costs associated with the condition of title, title insurance and survey fees; recording fees, documentary and/or transfer taxes payable in connection with the delivery or recordation of any instrument or document provided in or contemplated by this Agreement or any agreement described or referred to herein, if any; any sales and/or transaction taxes payable by reason of the transaction herein described; and all other Closing and conveyancing costs and expenses necessary to effectuate the sale contemplated by this Agreement shall be borne entirely by and shall be paid by the Seller, excluding the Purchaser's attorneys' fees and the Recorder's charges for recording the Warranty Deed. The Seller shall pay all liens and encumbrances of a definite or ascertainable amount which appear in the Title Commitment as later-dated as of the date of Closing and which shall be removed from title at or before Closing.

E. Upon Closing, at the Purchaser's cost and expense, the Title Company or Escrowee, as the case may be, shall file the Titleholder's Warranty Deed and the Seller's Quit Claim Deed with the Cook County Recorder of Deeds for recordation against title to the Property.



## **8. PRORATIONS AND ADJUSTMENTS**

At Closing, an adjustment to the Purchase Price shall be made between Seller and Purchaser on a per diem basis through the Closing Date for rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, and other similar items. The amount of general real estate taxes and other state or city taxes, charges and assessments levied against the Property, not yet due and payable or due but not yet paid, shall be prorated at Closing through the Closing Date on the basis of 105% of the most recent ascertainable taxes. All prorations shall be final.

## **9. SURRENDER OF POSSESSION**

Within 60 days of the Closing the Titleholder will cause the Property to be completely vacated and free and clear of any and all personal property, whereupon the Purchaser will pay Ten Thousand and No One-Hundredths Dollars (\$10,000.00) to the Titleholder. Upon receipt of such payment, the Titleholder shall forfeit automatically any and all rights, if any, to payment of any and all other funds from the Purchaser to it or anyone else for relocation or for any other matter or purpose. In the event the Titleholder fails to surrender the Property within the 60 day period with the Property cleared of all personal property:

A. On the sixty-first (61<sup>st</sup>) day following the Closing, the Purchaser shall have immediate possession of the Property and ownership of everything located thereon and therein;

B. The Titleholder undertakes and covenants hereby to indemnify and hold harmless the Purchaser and all of the Purchaser's officers, employees and independent contractors from all Damages arising as a result of the Village's Closing on this Agreement and/or removing (by use of force, if necessary) all persons and personal property remaining on the Property on or after the 61<sup>st</sup> day following the Closing; and

C. The Titleholder hereby forfeits any and all rights, if any, to payment of all funds from the Purchaser to it or anyone else.

## **10. CONDITIONS TO CLOSING**

A. In addition to any conditions provided in other provisions of this Agreement, the obligations of the Purchaser herein to purchase the Property shall be subject to the fulfillment of the following conditions on or prior to the Closing Date, each of which shall continue as specific conditions to Closing:

i. The representations and warranties of the Seller contained in Section 11 shall be true and correct as of the Closing.

ii. The representations and warranties of the Titleholder contained in Section 12 shall be true and correct as of the Closing.

iii. At no time prior to the Closing shall any of the following have been done by or against or with respect to Seller and/or the Titleholder: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal

or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; or (c) an assignment for the benefit of creditors.

iv. The commitment of the Title Company to issue its Title Policy as of the date of the Closing with extended coverage over the five general exceptions and subject only to permitted exceptions.

v. The Purchaser will receive a credit towards payment of the Purchase Price upon payment of the Earnest Money to the Seller at Closing.

vi. All Unpermitted Exceptions including all principal and accrued interest on all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount shall have been removed from the Title Commitment.

B. The obligations of the Seller and the Titleholder hereunder shall be subject to the representations and warranties of the Purchaser contained in Section 13 being true and correct and in compliance as of the Closing.

C. Any Party may at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such Party. No such waiver shall reduce the rights or remedies of a Party by reason of any breach by the other Party (but if a condition is waived, the Party waiving the same may not rescind this Agreement on the basis of the failure of such waived conditions). In the event that for any reason any item required to be delivered to a Party by the other Party hereunder shall not be delivered when required, then such other Party shall nevertheless remain obligated to deliver the same to the first Party, and nothing (including, but not limited to, the closing of the transaction hereunder) shall be deemed a waiver by the first Party of any such requirement.

## **11. AUTHORITY OF THE SELLER**

A. The Seller is validly existing and in good standing under the laws of the State of Illinois and, if the Seller were to have successfully concluded its foreclosure action against the Titleholder, it would have full power and authority to deliver all of the other documents and instruments required to be delivered by the Titleholder and to perform all of the Titleholder's obligations under this Agreement and all of such other documents and instruments. Notwithstanding the foregoing, this Agreement and all such other documents and instruments, when executed and delivered by the Seller, will be unconditionally binding on, valid and enforceable against the Seller in accordance with the provisions hereof and thereof.

B. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred by the Seller upon its signatories hereto.

## **12. AUTHORITY OF THE TITLEHOLDER**

A. The Titleholder is validly existing and in good standing under the laws of the State of Illinois and, has full power and authority to enter into and deliver this Agreement and all of the other documents and instruments required to be delivered by the Titleholder hereunder and to perform all of its obligations under this Agreement and all of such other documents and instruments. Accordingly, this Agreement and all such other documents and instruments, when

executed and delivered, will be unconditionally binding on, valid and enforceable against the Titleholder in accordance with the provisions hereof and thereof.

B. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred by the Titleholder upon its signatories hereto.

### 13. **AUTHORITY OF THE PURCHASER**

A. The Purchaser is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to enter into and deliver this Agreement and to perform all of its obligations under this Agreement. This Agreement and all such other documents and instruments, when executed and delivered, will be unconditionally binding on, valid and enforceable against the Purchaser in accordance with the provisions hereof and thereof.

B. This Agreement has been duly authorized by all necessary action of its corporate authorities and duly conferred by the Purchaser upon its signatories hereto.

### 14. **DEFAULT; REMEDIES**

Any breach by a Party of the covenants contained in this Agreement, the failure of any Party to perform any provision of this Agreement required of it to be performed and the performance by any Party of an act or acts prohibited by any provision of this Agreement shall each be and constitute a “**Default.**”

A. In the event of a Default by the Purchaser, the Earnest Money shall be forfeited to the Seller and shall constitute liquidated damages payable to the Seller as the Seller’s only remedy in the event of a Default by the Purchaser.

B. In an event of Default by the Seller and/or the Titleholder, as the case may be, the Purchaser may not exercise its rights under this Subsection B of this Section 14, until the Purchaser has sent Notice to the offending Party of the Default or alleged Default and allowing that Party a period of thirty (30) days for the curing of said Default or alleged Default; provided, however, that in the event such Default or alleged Default cannot be cured within said thirty (30) day period notwithstanding diligent and continuous effort by such Party with such Party having promptly commenced to cure the Default or alleged Default and having thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such Default or alleged Default shall be extended for such period as may be necessary for curing such Default or alleged Default with diligence and continuity.

i. The continuation of any such Default after thirty (30) days (or for such longer cure period as set forth in A above) following written Notice by the Purchaser specifying such Default to the Seller and/or the Titleholder, as the case may be, shall permit the Purchaser, at its sole discretion: To terminate this Agreement or to enforce or compel the performance of this Agreement by suitable action or other proceeding brought in law or in equity, including specific performance.

ii. The Party prevailing in such enforcement proceeding shall be entitled to recover its reasonable attorneys fees from the other Party.

15. **NOTICE**

A. All Notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to the Seller:

State Bank of Countryside  
6734 Joliet Road  
Countryside, IL 60525

with a copy to: Robert Handley  
Burke & Handley  
1430 Branding Avenue, Suite 175  
Downers Grove, IL 60515

If to the Titleholder:

John Ratkovich Equities LP  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to: John P. Antonopoulos, Esq.  
Law Offices of Antonopoulos & Virtel, P.C.  
15419 127<sup>th</sup> Street, Suite 100  
Lemont, IL 60439

If to the Purchaser:

Village Administrator  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

with copies to: Village Clerk  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

and: Jeffrey M. Stein, Village Attorney  
Tressler, LLP  
22 South Washington Ave.  
Park Ridge, IL 60068

B. Any Party hereto may change the place and/or person listed above and/or add persons to the above list for giving Notices by Notice given ten (10) days prior to the date such change will become effective.

16. **BROKERAGE**

Heretofore the Titleholder retained a real estate broker (herein "**Broker**") in connection with selling the Property. The Seller has negotiated the commission to be paid the Broker to four percent (4%) of the Purchase Price. Payment of that Broker's fee remains the responsibility of the Seller and the Purchaser shall not pay any portion of such Broker's fees. There are no other brokers or finders involved with this transaction. Each Party hereby undertakes that it will defend, indemnify and hold the other harmless against any and all claims of other brokers, finders or the like, and against the claims of all third persons, firms, companies or corporations claiming any right to a commission or compensation by or through acts of that Party or that Party's partners, agents or affiliates in connection with this Agreement. Each Party's indemnity obligations shall survive the Closing and shall include all Damages, losses, costs, liabilities and expenses, including reasonable liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.

17. **MISCELLANEOUS PROVISIONS**

A. This Agreement shall bind the successors and assigns of: i) The Seller, its corporate officials, and its and their successors in office, and its and their respective successors in interest; ii) the Titleholder, its partners and its and their successor partners, and its and their respective

successors in interest; and iii) the Purchaser, its corporate officials, and its and their successors in office and its and their respective successors in interest; and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

B. By execution hereof:

i. In compliance with 65 ILCS 5/11-42.1-1 and under the oath of the person signing this Agreement on its behalf, the Seller swears and affirms hereby that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) it has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract; and (c) the Owner further understands that making a false statement herein is a Class I Misdemeanor that voids this Agreement.

ii. The Seller certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

iii. In compliance with 65 ILCS 5/11-42.1-1 and under the oath of the person signing this Agreement on its behalf, the Titleholder swears and affirms hereby that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) it has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract; and (c) the Owner further understands that making a false statement herein is a Class I Misdemeanor that voids this Agreement.

iv. The Titleholder certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

v. The Purchaser certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

C. The failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

D. The rights or remedies under this Agreement are exclusive to any other rights or remedies which may be granted by law. This Agreement provides for the purchase and sale of real and personal property located in the State of Illinois, and is to be performed within the State

of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

i. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.

ii. In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. In addition, the invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision of this Agreement.

iii. This Agreement, including the exhibits hereto, has been negotiated by all Parties. This Agreement shall not be construed more strictly against the Purchaser than against the Seller merely by virtue of the fact that the same has been prepared by legal counsel for the Purchaser. It is recognized and acknowledged by the Parties that both the Purchaser and the Seller have contributed substantially and materially to the preparation, form, substance and content of this Agreement.

E. Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof including but not limited to the Purchase Contract.

F. No modifications, amendments, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both of the Parties against which the enforcement of such modification, amendment, discharge or change is sought.

G. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

H. Neither Party shall assign this Agreement prior to Closing without the prior written consent of the other Party.

## 18. **SEXTUPLICATES**

This Agreement shall be executed in quadruplicate, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Following execution of this Agreement by the Village Administrator of the Purchaser, each Party shall receive two (2) fully executed originals hereof.

IN WITNESS WHEREOF this Agreement is executed by the Parties, each intending to be

legally bound hereby.

Agreed to for the Seller:  
STATE BANK OF COUNTRYSIDE

Agreed to for the Titleholder:  
JOHN RATKOVICH EQUITIES LP

By: \_\_\_\_\_  
Its \_\_\_\_\_ President  
(SEAL)

By: \_\_\_\_\_  
General Partner

VILLAGE OF LEMONT

Agreed to for the Purchaser:

Attest:

By: \_\_\_\_\_  
Ben Wehmeier, Village Administrator

\_\_\_\_\_  
Village Clerk (SEAL)

**Exhibit A**

**Joint Order Escrow**

[To Be Inserted Here By the Title Company at a Meeting Attended by It and the Seller's Attorney and the Purchaser's Attorney on a Date Following the execution of this Agreement.]

**Note: This Escrow will be used to hold the Earnest Money as well as the required wire transfer of Purchaser's funds for the balance of the Purchase Price due at Closing.**



**Exhibit B**

**COMMITMENT FOR TITLE INSURANCE**

Chicago Title Insurance Company Commitment No. 1410 PR0001572 UL, dated February 17, 2012, to be later-dated to Insure Title.

[To Be Inserted Here]

**Exhibit C<sub>1</sub>**  
**Warranty Deed Form**

**THIS DOCUMENT PREPARED BY:**

John P Antonopoulos, Esq.  
Antonopoulos & Virtel, P.C.  
15419 1278<sup>th</sup> Street, Suite 100  
Lemont, IL 60439

**AFTER RECORDING RETURN TO:**

John J. Zimmermann, Esq  
TRESSLER, LLP  
22 S. Washington Avenue  
Park Ridge, Illinois 60068

This conveyance is EXEMPT from Transfer  
Taxes per ¶ b of §35 ILCS 200/31-45.

\_\_\_\_\_  
Village Attorney — Grantee's Agent

*This space Reserved for Recorder's use only.*

**WARRANTY DEED**

THE GRANTOR, JOHN RATKOVICH EQUITIES LP, a partnership created and existing under and by virtue of the laws of the State of Illinois, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby GRANT, SELL, CONVEY AND WARRANT unto the GRANTEE, VILLAGE OF LEMONT, an Illinois municipal corporation, title and all interest to the following described real estate situated in the County of Cook, State of Illinois, to wit:

LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 THROUGH 5 IN BOE'S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS [PIN: 22-14-401-009-0000]\*

(the "**Property**"); TO HAVE AND TO HOLD said Property as sole owner forever, subject to: Covenants, conditions and restrictions of record; but hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

TOGETHER WITH all Grantor's right, title and interest in and to the tenements appurtenant to the Property and all easements and rights-of-way of record as well as all easements and rights-of-way created by the Grantor that are appurtenant to the Property.

IN WITNESS WHEREOF the Grantor has executed this Warranty Deed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JOHN RATKOVICH EQUITIES LP

By: \_\_\_\_\_  
\_\_\_\_\_ Partner

STATE OF ILLINOIS    )  
                                   )    SS.  
 COUNTY OF COOK      )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_ personally known to me to be \_\_\_\_\_ Partner, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_ Partner, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as such \_\_\_\_\_ Partner as his free and voluntary acts and as the free and voluntary acts of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(SEAL)

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

**\*Note:** Prior to their use in the actual Deed to be presented by the Seller at Closing, the legal description and PIN in this form deed are to be verified against the Survey described in Paragraph 1 of Subsection A of V of this Agreement; and hence, this form is subject to changes to conform with the Survey.

**Exhibit C<sub>2</sub>**  
**Quit Claim Deed Form**

**THIS DOCUMENT PREPARED BY:**

Robert Handley, Esq.  
BURKE & HANDLEY  
1430 Branding Avenue, Suite 175  
Downers Grove, IL 60515

**AFTER RECORDING RETURN TO:**

John J. Zimmermann, Esq.  
TRESSLER, LLP  
22 S. Washington Avenue  
Park Ridge, Illinois 60068

This conveyance is EXEMPT from Transfer Taxes per ¶ b of §35 ILCS 200/31-45.

\_\_\_\_\_  
Village Attorney — Grantee's Agent

*This space Reserved for Recorder's use only.*

**QUIT CLAIM DEED**

STATE BANK OF COUNTRYSIDE, an Illinois chartered bank, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, does hereby CONVEY AND QUIT CLAIM to the GRANTEE, VILLAGE OF LEMONT, an Illinois municipal corporation, title to the following described real estate (the "Property") situated in the County of Cook, State of Illinois, to wit:

LOT 5 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE SOUTH EAST 1/4 (EXCEPT LOTS 1 THROUGH 5 IN BOE'S SUBDIVISION) AND THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS [PIN: 22-14-401-009-0000]\*

hereby releasing and waiving all rights under and by virtue of the laws of the State of Illinois and all of its interest in and to the Property.

TOGETHER WITH all Grantor's right, title and interest in and to the tenements appurtenant to the Property and all easements and rights-of-way of record as well as all easements and rights-of-way that may have been created by the Grantor that are appurtenant to the Property.

IN WITNESS WHEREOF the Grantor has executed this Quit Claim Deed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

STATE BANK OF COUNTRYSIDE, an Illinois chartered bank

ATTEST:

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_ President

\_\_\_\_\_ Secretary

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_ and \_\_\_\_\_ personally known to me to be \_\_\_ President and the \_\_\_ Secretary of the State Bank of Countryside, an Illinois chartered bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_ President and \_\_\_ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary as their free and voluntary acts and as the free and voluntary acts of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2012.

(SEAL)

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

**\*Note:** Prior to their use in the actual Deed to be presented by the Seller at Closing, the legal description and PIN in this form deed are to be verified against the Survey described in Paragraph i of Subsection A of 5 of this Agreement; and hence, this form is subject to changes to conform with the Survey.

**Village Board  
Agenda Memorandum**

Item #

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to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Jeff Stein, Village Attorney

Subject: Amendment to Solicitation Ordinance

date: Aug 9, 2012

**BACKGROUND/HISTORY**

Within its police powers, the Village requires that those that desire to solicit within the Village of Lemont must meet certain requirement before being allowed to do so. Recent changes in Illinois Statutes necessitates certain amendment to the Lemont Village Municipal Code.

**RECOMMENDATION**

Staff recommends approval

**ATTACHMENTS (IF APPLICABLE)**

Ordinance Amending 5.74 of the Lemont Municipal Code

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

**AN ORDINANCE AMENDING CHAPTER 5 OF THE LEMONT, ILLINOIS  
MUNICIPAL CODE RELATING TO SOLICITATION**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 13th DAY OF August, 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 13th day of August, 2012.

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

**An Ordinance Amending Chapter 5 of the Lemont, Illinois  
Municipal Code Relating to Solicitation**

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

**WHEREAS**, the Village wishes to amend the Village Code of the Village of Lemont relating to solicitation within its jurisdiction pursuant to § 11-80-9 of the Illinois Municipal Code (65 ILCS 5/11-80-9); and,

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

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

**SECTION 2:** The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended with deletions shown in strike through text and additions shown in underlined text, so that the same shall be read as follows:

**5.74.030 Registration--Application--Contents.**

A. Application for a certificate of registration for solicitation in the public way shall be upon a form provided by the chief of police of the village, and filed with the chief not later than 10 business days before the date that the solicitation is to begin. Applications for solicitation in the public way shall be limited to charitable and non-profit organizations. The applicant shall truthfully state in full the information requested on the application, as follows:

1. Name and address of the entity;
2. Description sufficient for identification of the subject matter of the soliciting which the applicant will engage in;



3. The date or dates and times of day when the solicitation is to occur;
4. The location or locations where the solicitation is to occur;
5. The manner and conditions under which the solicitation is to occur;
6. Proof of a valid liability insurance policy in the amount of at least \$1,000,000 insuring the applicant against bodily injury and property damage arising out of or in connection with the solicitation.
7. Also, such additional information as the chief of police may deem necessary to process the application.

AB. Application for a certificate of registration of solicitation not to occur on the public way, shall be upon a form provided by the chief of police of the village, and filed with the chief not later than 10 business days before the date that the solicitation is to begin. The applicant shall truthfully state in full the information requested on the application, as follows:

1. Name and address of present place of residence, and length of residence at such address; also, business address if other than residence address;
2. Address of place of residence during the past three years, if other than present address;
3. Age of the applicant and marital status; if married, the name of the spouse;
4. Physical description of the applicant;
5. Name and address of the person, firm or corporation or association whom the applicant is employed by or represents, and the length of time of such employment or representation;
6. Name and address of employer during the past three years, if other than the present employer;
7. Description sufficient for identification of the subject matter of the soliciting which the applicant will engage in;
8. ~~Period of time for which the certificate is applied for~~ The date or dates and times of day when the solicitation is to occur;
9. The date, or approximate date, of the latest previous application for a certificate under this chapter, if any;

10. Has a certificate of registration issued to the applicant under this chapter ever been revoked;
  11. Has the applicant ever been convicted of a violation of any of the provisions of this chapter, or the ordinance of any other Illinois municipality regulating soliciting;
  12. Has the applicant ever been convicted of the commission of a felony under the laws of the state of Illinois or any other state or federal law of the United States;
  13. The location or locations where the solicitation is to occur;
  14. The manner and conditions under which the solicitation is to occur;
- ~~13-15.~~ Also, such additional information as the chief of police may deem necessary to process the application.

BC. All statements made by the applicant upon any application or in connection therewith shall be under oath.

ED. The chief of police shall require every applicant to submit to fingerprinting by the police department of the village in connection with the application for certificate.

**5.74.050 Registration--Certificate issuance.**

A. The chief of police, after consideration of the application and all information obtained relative thereto, shall deny the application if the applicant does not possess the qualifications for such certificate as herein required, and that the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this chapter. Endorsement shall be made by the chief of police, upon the application, of the denial of the application. ~~When the applicant is found to be fully qualified, the certificate of registration shall be issued forthwith.~~ Approval of an application that meet the above requirements will be provided within 5 business days after the filing date of the application. The chief of police may, as a condition of its approval, impose reasonable conditions in writing that are based on articulated public safety concerns.

B. The certificate of registration shall state the expiration date thereof.

**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 13th day of August, 2012.

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**BRIAN K. REAVES**  
President

ATTEST:

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**CHARLENE M. SMOLLEN**  
Village Clerk

**Village Board  
Agenda Memorandum**

Item #

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to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Jeff Stein, Village Attorney

Subject: Recreation Lease - ComEd

date: Aug 9, 2012

**BACKGROUND/HISTORY**

As part of the annexation agreement for Glen's of Connemara, the Developer was obligated to construct a bike path system within the ComEd right of way (ROW) that runs adjacent to and through the subdivision. Over the course of the past 18 months, the Village has been working through numerous issues related to this ROW and the use. The parties have finalized this work and come to an agreement of a satisfactory lease for both parties. Attached is an Ordinance authorizing the Mayor and Village Clerk to execute the Recreation Lease on behalf of the Village.

**RECOMMENDATION**

Staff recommends approval

**ATTACHMENTS (IF APPLICABLE)**

Ordinance Authorizing Execution of Lease  
Recreation Lease

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

**An Ordinance Approving a Lease with Commonwealth Edison Company**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 13th DAY OF August, 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 13th day of August, 2012.**

**ORDINANCE NO. O-\_\_\_-12**

**An Ordinance Approving a Lease with Commonwealth Edison Company**

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

**WHEREAS**, Section 5/11-76.1-1 of the Illinois Municipal Code grants the power to Illinois municipalities having a population of less than 500,000 inhabitants to lease real property for public purposes; and

**WHEREAS**, the Village desires to enter into a lease with Commonwealth Edison Company, an Illinois corporation, for the purposes of constructing, installing and maintaining a Bike Path, open to the public, in the subdivision commonly known as the Glens of Connemara, located in the Village of Lemont.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, pursuant to its statutory powers under Section 65 ILCS 5/11-76.1-1 of the Illinois Municipal Code, as follows:**

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

**Section 2.** The Village President and Village Clerk are hereby authorized and directed to execute the lease attached hereto as Exhibit A by and between the Village of Lemont and Commonwealth Edison Company for a public bike path.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form 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 13th day of August, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

Powerton-Crawford R/W  
PARCEL 70 & 71  
NE 1/4, SEC. 35 TWP. 37 NORTH, RANGE 11 EAST  
OF THE THIRD PRINCIPAL MERIDIAN  
COOK COUNTY, ILLINOIS  
C.E.CO. TAX PARCEL: 3950, 3477-1 and 3477-3  
C.E.CO. REGION: SOUTHERN  
TAX ID: 22-35-200-004; 22-35-201-017 and 018

### **RECREATIONAL LEASE**

THIS RECREATIONAL LEASE (the “**Lease**”) is made as of August 1, 2012, by and between, COMMONWEALTH EDISON COMPANY, an Illinois corporation (“**Landlord**”) and the Village of Lemont, a municipal corporation (“**Tenant**”) whose address is 418 Main St Lemont, Illinois 60439.

Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord’s property located along the north side of 131<sup>st</sup> Street, 1200 feet west of Bell Road in Lemont, Illinois as more particularly depicted on Exhibit A attached hereto and made a part hereof (the “**Leased Premises**”), for the purposes specified in Section 2 below.

#### **1. TERM.**

The term of this Lease (the “**Term**”) shall begin on August 1, 2012 (the “**Commencement Date**”) and shall terminate on July 31, 2022, unless sooner terminated as provided herein.

#### **2. PURPOSE.**

The Leased Premises shall be used by Tenant solely for the purposes of a 4,020 lineal foot bike path that is 10 feet in width, in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the “**Permitted Use**”). For purposes hereof, the term “**Legal Requirements**” shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. Tenant’s use of the Leased Premises shall also be and remain subject to Landlord’s superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by



Landlord and now or hereafter installed by Landlord on or near the Leased Premises (“**Landlord’s Facilities**”).

**3. RENT.**

A. Base Rent. Landlord acknowledges its receipt of the payment of “**Base Rent**”, a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00). The Base Rent schedule set forth on Exhibit “B” attached hereto and made a part hereof is intentionally blank.

B. Rent. For purposes of this Lease, the term “**Rent**” shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. Payment of Rent. All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company  
Real Estate Department, 4<sup>th</sup> Floor  
Three Lincoln Centre  
Oakbrook Terrace, Illinois 60181  
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the “**Default Rate**”). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant’s obligations to pay Rent are independent of each and every covenant contained in this Lease.

D. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant’s use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

**4. TAXES.**

Tenant shall pay the following amounts as “Taxes” to Landlord in each case no later than thirty (30) days after Landlord’s written demand therefor:

(a) Tenant's proportionate share of the land component of all real estate taxes for each tax parcel of which the Leased Premises is a part for all periods falling within the Term, which proportionate share shall be calculated as follows: (i) the total land component of each tax bill for each such real estate tax parcel which includes any portion of the Leased Premises, multiplied by (ii) a fraction, the numerator of which shall be the acreage of the portion of such tax parcel which falls within the Leased Premises, and the denominator of which shall be the total acreage of such tax parcel; plus

(b) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

(c) Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant's use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (b) above), for all periods falling within the Term.

For purposes of this Lease, Taxes "for" or "with respect to" any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable Legal Requirements (hereinafter defined), to cause the Leased Premises to be so exempted. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "**Tax Exemption Date**" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered. Notwithstanding anything contained in this paragraph, to the extent Tenant fails to obtain a tax exemption in respect to the Leased Premises, for any reason, Tenant shall pay the Taxes as required above in this Section 4.

**5. CONDITION.**

Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

**6. MAINTENANCE; SERVICES AND UTILITIES.**

A. Tenant agrees at its sole cost and expense, to keep and maintain the Leased Premises in a clean, neat, sanitary and slightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal, all at Tenant's sole cost and expense.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereat; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities which are located on, or within, the Leased Premises.

**7. SURRENDER OF LEASED PREMISES; RESTORATION.**

Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date the Tenant took possession (other than any improvements, installations and modifications made by Landlord). Prior to the end of the Term, or earlier termination of the Lease, Landlord may notify

Tenant that Tenant shall not remove any fixtures, structures and improvements specified in such notice, in which event Tenant shall leave such specific items in place and in good condition, ordinary wear and tear excepted, and title to such items shall pass to Landlord upon the expiration or earlier termination of the Lease. This Section shall survive the termination or expiration of the Lease.

## **8. COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.**

A. General. Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements and all of the requirements listed in Exhibit C attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. Change in Law. Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. Notice of Violations. Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Leased Premises.

D. Height and Other Limitations. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

## **9. ALTERATIONS.**

A. General. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "**Alterations**") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or

obligation with respect thereto), (ii) pursuant to final and stamped plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Section A above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute Alterations for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of eight inches (8") without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C1 and C2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Section A above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed either (at Landlord's sole option): (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C1 and C2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. In addition to any Landlord's Facilities located on or near the Leased Premises, Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between the any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work,

in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section, Tenant also agrees to notify Landlord's Representative, on Telephone Number 866-340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

#### 10. INDEMNITY.

To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises except to the extent any such Losses or Claims are caused by the gross negligence or willful misconduct of any Indemnified Parties, and/or (ii) any breach or violation of this Lease on the part of Tenant. Notwithstanding anything to the contrary in this Lease, the foregoing obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

#### 11. WAIVER.

Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss,

damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination expiration of the Lease.

**12. DIGGING WORK.**

If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number 811 or (1-800) 892-0123, or D.I.G.G.E.R at (1-312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or D.I.G.G.E.R's jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

**13. CASUALTY.**

In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

**14. CONDEMNATION.**

If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Current Rent shall be apportioned as of the date of such termination.

**15. ENVIRONMENTAL PROTECTION.**

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter



defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, regulations, ordinances, statutes, and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant, at its cost, shall furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises or any adjoining land or place any fill material on any portion of the Leased Premises or adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING.

Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. NO SIGNS.

Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion.

19. DAMAGE TO LANDLORD'S FACILITIES.

Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. In the event that any of the following shall occur (each, a "Default"):

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor), ("Delinquent") or if Tenant is Delinquent more than two (2) times in any twelve (12) month period; or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default in any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) A receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) ten (10) days after notice from Landlord to Tenant of such alleged violation, (b) the last day of the period permitted by law for curing such violation or (c) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term,

then in any of said cases, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(a) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired Term of the Lease;

(b) Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and

the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(c) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(d) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without, notice sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(e) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(f) Enjoin any such breach of this Lease by Tenant; and/or

(g) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of

the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefore.

B. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination or expiration of the Lease in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

C. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

D. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

E. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect Landlord's ability to enforce that right on any subsequent occasion or occasions.

F. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

G. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

H. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

**21. LIMITATION ON LIABILITY.**

It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements contained in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, investors, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

**22. COVENANTS AGAINST LIENS.**

Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

**23. ASSIGNMENT AND SUBLETTING.**

Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the

possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

**24. TERMINATION.**

Prior to the end of the Term, this Lease may be terminated at any time by Landlord by giving ninety (90) days prior written notice to Tenant of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

**25. LANDLORD'S RIGHTS.**

The rights of the Landlord to utilize the Leased Premises in its business operations will, at all times, be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time to show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon.

**26. RIGHT OF ENTRY.**

Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of Landlord Parties. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises.

Tenant understands that the business of Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between the any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

**27. LANDLORD'S RIGHT TO TRANSFER.**

This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity who succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

**28. TENANT'S PROPERTY.**

It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the Term of this Lease or at any time prior thereto.

**29. HOLDING OVER.**

Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord, or a renewal of this Lease for an additional one (1) year term; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge



Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

### **30. SUBORDINATION; ESTOPPEL.**

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's

agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

**31. MISCELLANEOUS.**

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission (“**Commission**”) and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission’s or other governmental authorities’ approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission’s and any other applicable governmental authorities’ approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company  
Three Lincoln Centre 4th Floor  
Oakbrook Terrace, IL 60181  
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC  
Law Department  
49th Floor  
10 South Dearborn  
Chicago, IL 60603  
Attn: Assistant General Counsel – Real Estate

If to Tenant:

Village of Lemont  
418 Main St  
Lemont, IL 60439  
Attn: Village Administrator

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary

in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law; Venue. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a "**Proceeding**"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as

applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Leased shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Leased shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional

material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the \_\_\_\_\_ of Tenant, at a regular meeting held \_\_\_\_\_, 20\_\_\_\_, and signed by the officers therein designated as signatories and attested by the \_\_\_\_\_ of Tenant. A certified copy of such resolution shall be attached to this Lease and made a part hereof as evidence of the authority herein exercised by the undersigned officers executing the Lease on behalf of Tenant.

X. Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the Term of this Lease (collectively, "**Confidential Information**") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Lease Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord, and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all Confidential Information except as otherwise required by applicable law.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: \_\_\_\_\_

Name: Timothy O. Hughes

Title: Director, Real Estate and Facilities

TENANT:

VILLAGE OF LEMONT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule of Exhibits

- A. Leased Premises
- B. Base Rent Schedule
- C. Fencing and Barrier Requirements
- D. Insurance Requirements

**EXHIBIT A**

**(Leased Premises)**

**Located Powerton Crawford R/W**

**[drawing attached]**

**EXHIBIT B**

**Base Rent Schedule**

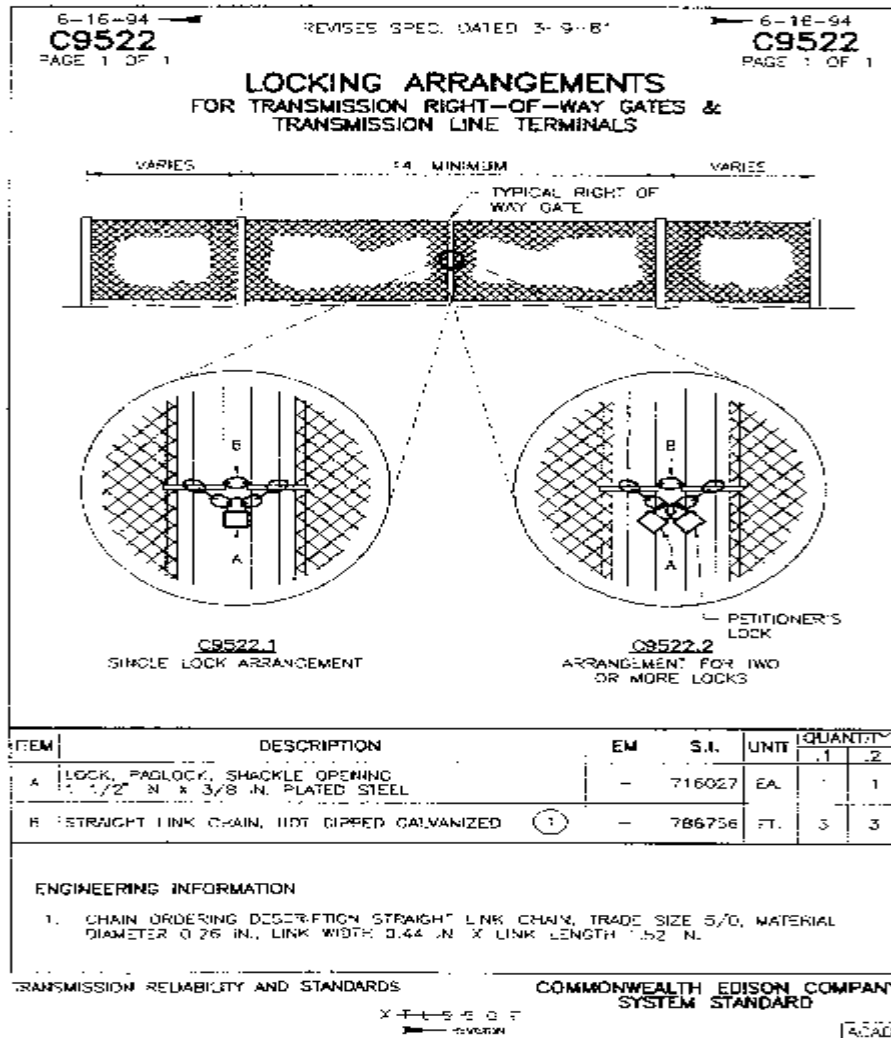
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# EXHIBITS C1-and C2

## Fencing Requirements and Barrier Requirements

### EXHIBIT C1



# EXHIBIT C2

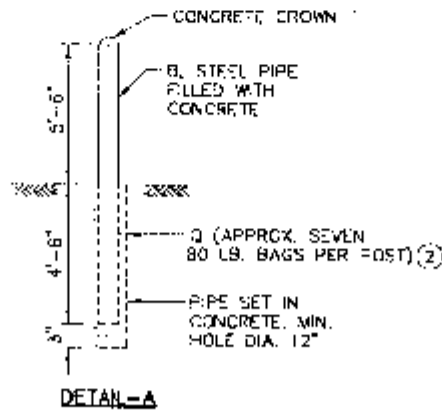
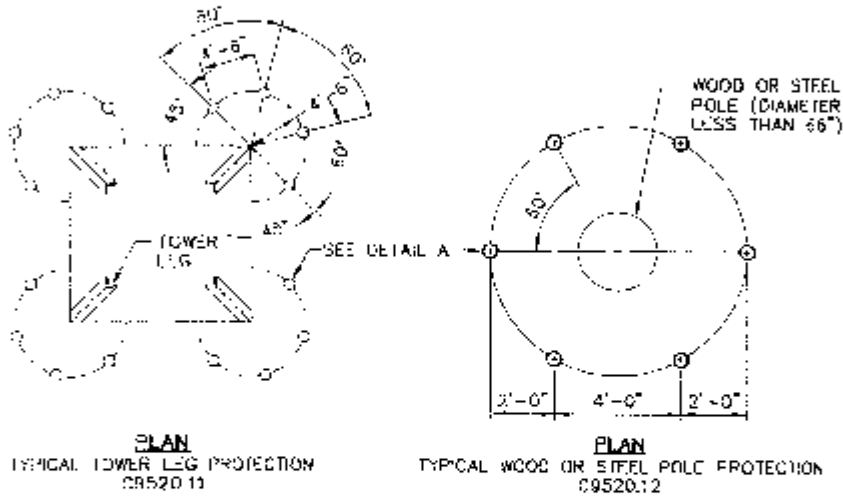
B-1-CO  
**C9520**  
 PAGE 1 OF 7

CONSTRUCTION SPECIFICATION  
 REVISED SPECIFICATION DATED 1-15-99

B-1-CO  
**C9520**  
 PAGE 1 OF 7

## PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES  
 ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)  
 C9520.1\_



## **EXHIBIT D**

### **Insurance Requirements (current 9/29/2010)**

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

#### **COVERAGE #1**

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

#### **COVERAGE #2**

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors) Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

#### **COVERAGE #3**

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for

automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Tenant will, in any event, purchase and maintain during the Term hereof;

#### COVERAGE #4

(i) Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors). Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

#### COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

Tenant may substitute lower limits for any of the policies listed above, provided that Tenant maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$4,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Leased Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Tenant and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of us of damaged property or of property that has not been physically

injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Landlord shall be included as an additional insured and the policy shall be primary with respect to Landlord as the additional insured.

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Tenant shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Landlord upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the Term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

Insurance coverage provided by Tenant and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured,

or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Landlord
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Tenant's, or its Contractors' insurance carrier might exercise against Landlord; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant and/or its contractors.

#### WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

**Village Board  
Agenda Memorandum**

Item #

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to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Jeff Stein, Village Attorney

Subject: Lease with IDNR – I&M Canal

date: Aug 9, 2012

**BACKGROUND/HISTORY**

Although the Village owns the I&M Canal and the reserve strip within Cook County, the Village leases the reserve strip on the Will County side from the Illinois Department of Natural Resources (IDNR). This lease is up for renewal. Included for tonight is the authorization for the Village to enter into the renewal lease. The term of the lease is from 1 October 2012 to 30 September 2017. The express purpose is for operation and management of a pedestrian and bike trail. As this is for a public purpose, this is a no fee lease.

**RECOMMENDATION**

Staff recommends approval

**ATTACHMENTS (IF APPLICABLE)**

Ordinance Authorizing Execution of Lease  
IDNR Lease

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

**An Ordinance Approving a Lease with Illinois Department of Natural Resources**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 13th DAY OF August, 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 13th day of August, 2012.**



**ORDINANCE NO. O-\_\_\_-12**

**An Ordinance Approving a Lease with Illinois Department of Natural Resources**

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

**WHEREAS**, Section 5/11-76.1-1 of the Illinois Municipal Code grants the power to Illinois municipalities having a population of less than 500,000 inhabitants to lease real property for public purposes; and

**WHEREAS**, the Village desires to enter into a lease with Illinois Department of Natural Resources, for the purposes of providing bike and pedestrian trails adjacent to the I&M Canal.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, pursuant to its statutory powers under Section 65 ILCS 5/11-76.1-1 of the Illinois Municipal Code, as follows:**

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

**Section 2.** The Village President is hereby authorized and directed to execute the lease attached hereto as Exhibit A by and between the Village of Lemont and Illinois Department of Natural Resources for a public bike and pedestrian path.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form 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 13<sup>th</sup> day of August, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

Agreement Number: 5431  
Site Name: I & M Canal  
Location Code: 50-3021-2

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**LEASE AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR", and VILLAGE OF LEMONT, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described; and

WHEREAS, the premises in not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LESSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of this signature authorization attached hereto as Exhibit A; and

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LESSEE a license to do the particular acts stated I Paragraph 5 below on the property owned by the State of Illinois known as I & M Canal, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

Two tracts of land consisting of portions of the entire Right and Left Reserves of the Illinois and Michigan Canal, being described more particularly as follows:

TRACT #1

A portion of the entire width of the Right (North) Reserve of the Illinois and Michigan Canal, beginning at a line in said Right Reserve at the East boundary of the existing bridge crossing, said

line being opposite Canal Base Line Station 1233+40; thence extending northeasterly to the County Line of Cook County;

TRACT #2

A portion of the entire width of the Left (South) Reserve of the Illinois and Michigan Canal, beginning at a line in said Left Reserve at the East boundary of the existing bridge crossing, said line being opposite Canal Base Line Station 1233+40; thence extending northeasterly to the County Line of Cook County;

All located in the NE¼ of Section 25, T-37-N, R-10-E of the Third Principal Meridian, DuPage Township, Will County, Illinois.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises, and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of October, 2012, ("effective date") and ending on the 30th day of September, 2017; ("expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: In consideration of the recreational opportunities to be derived by the People of Illinois and the mutual benefits accruing to each party under this Agreement, LESSEE shall not be charged a lease fee for the use of the PREMISES authorized herein.

4. PURPOSE: IDNR gives LESSEE permission to use and occupy the Premises for operation and management of a pedestrian and bicycle trail only, and such use shall be subject to the additional terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 15(B) herein.

5. RESTRICTIONS ON USE: LESSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by

LESSEE. LESSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LESSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LESSEE contained herein, LESSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LESSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

6. COMPLIANCE WITH LAWS: It is agreed that LESSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. LESSEE shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

7. PROHIBITION ON ENCUMBRANCE: LESSEE shall not allow or permit right, authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LESSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the premises as a result of LESSEE's activity, LESSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

8. MODIFYING THE PREMISES: LESSEE shall not modify or alter the Premises or any improvement located on the Premises without the prior written approval of IDNR. If LESSEE wishes to make alterations and/or modifications to the Premises, LESSEE shall contact the IDNR Office of Realty and Environmental Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

9. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises.

IDNR reserves the right to require LESSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises at LESSEE's expense if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character and function or use of the Premises by IDNR.

IDNR shall have the right to enforce all terms and conditions of this Agreement. Failure of IDNR to insist on the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of IDNR's right to enforce any such term or condition at any time.

10. MAINTENANCE, ALTERATIONS AND OPERATION:

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LESSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LESSEE. LESSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LESSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LESSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green - sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LESSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LESSEE shall maintain the premises and repair and pay for any damages caused by the LESSEE or their customers, invitees, agents or guests. If LESSEE fails to perform any maintenance function required by IDNR within ten

days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LESSEE shall reimburse IDNR for the cost thereof.

E. Requests for LESSEE improvements within or for the benefit of the space(s) allocated to LESSEE shall be submitted to IDNR for approval in a timely manner. Payment of LESSEE improvements shall solely be paid for by the LESSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LESSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LESSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LESSEE.

11. **TAXES:** If applicable, upon notice to LESSEE of the amount(s) due, LESSEE shall timely pay and discharge LESSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or this Agreement or any part thereof, and any taxes and licenses growing out of or in connection with LESSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LESSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

12. **PUBLIC SAFETY:** IDNR may determine that a particular use of the Premise by LESSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. Pursuant to written notice from IDNR, LESSEE, at its own expense, may be required to install safety devices, make modifications, or cease LESSEE's operation to render the Premises safe for, and compatible with, public use.



13. INSURANCE: LESSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. LESSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LESSEE's obligation to indemnify, defend, or settle any claims.

14. INDEMNIFICATION: LESSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LESSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LESSEE's, its officers, agents, guests and invitees.

15. TERMINATION: IDNR shall have the right to terminate this Agreement at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines the Premises shall be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LESSEE ninety days' written notice of its intent to terminate this Agreement. LESSEE agrees to surrender and restore the Premises and remove all personal property therefrom prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LESSEE shall not be liable for any further payments beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement if LESSEE breaches any covenant, term or condition set forth in this Agreement, is in default in payment of any sum required, or in the event of LESSEE's bankruptcy or receivership. In such an event, IDNR shall give LESSEE written notification

of such breach or default, and LESSEE shall have thirty days to cure the same. If LESSEE fails to cure or remedy the breach or default within said period of time, IDNR shall have the right to terminate this Agreement. Upon such an occurrence, LESSEE shall surrender the Premises to IDNR as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the provisions of Section 11 herein. If this Agreement is terminated as a result of LESSEE's breach or default, LESSEE shall remain liable for all lease payments required by this Agreement until such time as IDNR re-lets the Premises to an acceptable party. If IDNR is unable to re-let the Premises for the amount agreed upon herein, LESSEE shall remain liable for the difference between the amount agreed upon herein and the amount paid by new lessee.

(C) IDNR and LESSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty days' advance written notice in accordance with Section 16 herein.

**16. VACATING THE PREMISES:** Unless renewal is arranged within sixty days prior to the expiration of this Agreement, LESSEE, immediately upon such expiration, or upon termination, shall vacate the Premises and remove all property to which LESSEE holds title, except any property permanently attached to the Premises. Should LESSEE fail to remove or dispose of LESSEE's property, IDNR will consider such property abandoned, and may claim title to such property or dispose of same at LESSEE's expense.

**17. RESTORATION OF PREMISES:** Upon the termination or expiration of this Agreement, LESSEE shall surrender the Premises to IDNR in as good condition as when LESSEE originally took possession, ordinary wear and tear excepted. IDNR reserves the right to require LESSEE to make such repairs and restorations as it may deem necessary. If LESSEE fails to restore the Premises to IDNR satisfaction, IDNR may restore and require LESSEE to pay the cost of such restoration.

**18. RENEWAL AND RATE ADJUSTMENT:** This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LESSEE shall give IDNR sixty (60) days advance notice of its intention to renew. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values

and/or conditions and circumstances. No holding over by LESSEE or month-to-month agreements shall be permitted. If the Premises is not properly vacated as provided herein, LESSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth herein. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LESSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LESSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LESSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LESSEE's account is not construed to constitute a novation or a release of LESSEE from further performance of its obligations under this Agreement.

21. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LESSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATIONS: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:

Department of Natural Resources  
Div. of Concession & Lease Management  
One Natural Resources Way  
Springfield, Illinois 62702-1271  
Telephone: 217/782-7940  
Emergency Contact:  
Location:  
Telephone:

LESSEE:

Village of Lemont  
418 Main Street  
Lemont, IL. 60439  
Telephone: 630-257-1590  
Emergency Contact:  
Location:  
Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: The Certifications attached hereto as Exhibit C are incorporated herein by reference. LESSEE agrees to at all times observe, perform and abide by these certifications, if applicable.

Agreement Number: 5431  
Site Name: I & M Canal  
Location Code: 50-3021-2

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

**LESSEE:**

**STATE OF ILLINOIS:**

Village of Lemont

DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_

APPROVED: DIRECTOR, IDNR  
Title: Director

Date: \_\_\_\_\_

By: Todd Rettig, Acting Director  
Office of Realty and Environmental  
Planning

BY: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SSN or FEIN No.

Agreement Number: 5431  
Site Name: I & M Canal  
Location Code: 50-3021-2

**EXHIBIT A**

**SIGNATURE AUTHORIZATION**

As an official agent of Village of Lemont,  
(Lessee or Licensee - Company / Corporation / Municipality)

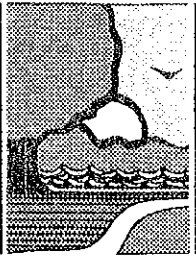
I certify that \_\_\_\_\_ is an authorized  
(Name of executive of official who will sign the agreement)

representative of said organization and is legally empowered to act on its behalf in  
executing this agreement.

Signed: \_\_\_\_\_  
(Person affirming signature authority of  
above official; must not be the same  
individual)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

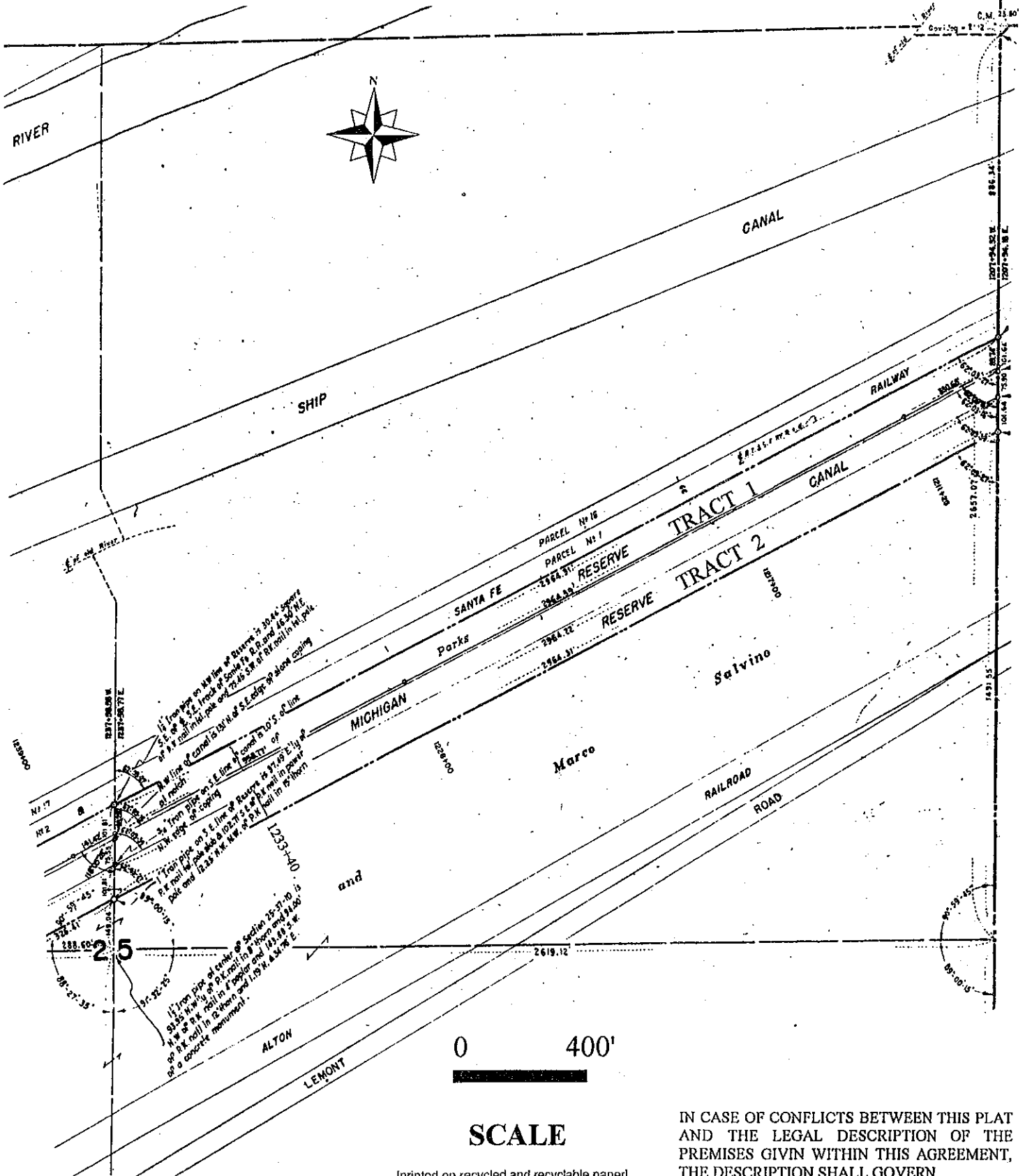


ILLINOIS  
DEPARTMENT OF  
**NATURAL RESOURCES**

**EXHIBIT B**

524 South Second Street, Springfield 62701-1787

Jim Edgar, Governor ● Brent Manning, Director



IN CASE OF CONFLICTS BETWEEN THIS PLAT AND THE LEGAL DESCRIPTION OF THE PREMISES GIVN WITHIN THIS AGREEMENT, THE DESCRIPTION SHALL GOVERN.

**SCALE**

**STANDARD CERTIFICATIONS**

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3; (30 ILCS 105/15a).
5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.
7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).



10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act.

b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at

over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa). (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_ Date \_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Village Board

## Agenda Memorandum

Item #

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

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

**subject:** 2012 Sanitary Sewer Cleaning & Televising

**date:** August 2, 2012

---

### **BACKGROUND**

Seven (7) bids were received on August 11, 2012 for the 2012 Sanitary Sewer Cleaning & Televising. The low bid was submitted by United Septic, Inc., 1327 West Beecher Road, Bristol, IL 60512, in the amount of \$33,998.40, which was \$5,184.00 (13.23%) under the Engineer's Estimate of \$39,182.40.

The project consists of the cleaning and televising of 24,736 lineal feet of sanitary sewer in the areas indicated on the attached maps.

### **PROS/CONS/ALTERNATIVES**

Award of this bid will have this work completed in a timely and expeditious manner. United Septic, Inc. is a reputable contractor, who is capable of the satisfactory completion of this work. United Septic performed the 2011 Sanitary Sewer Cleaning & Televising project for the Village.

### **RECOMMENDATION**

Award of the 2012 Sanitary Sewer Cleaning & Televising project to United Septic, Inc., based on their bid amount of \$33,998.40.

### **ATTACHMENTS**

- Letter of Award Recommendation;
- Resolution Authorizing Award of Contract to United Septic, Inc.;
- Bid Tabulation listing the seven (7) bids that were received, including company name, address and amount of bid; and
- Map of streets to be cleaned and televised.

### **VILLAGE BOARD ACTION REQUIRED**

Approval of Resolution awarding the contract to United Septic, Inc. as noted above.



# Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers/  
Municipal Consultants

August 2, 2012

Mr. Ben Wehmeier  
Administrator  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **2012 Sanitary Sewer Cleaning & Televising**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the August 1, 2012 bid opening for the above-captioned project. Seven (7) bids were received and tabulated, with no errors being found. A summary is as follows:

<b>United Septic, Inc.</b> .....	<b>\$ 33,998.40</b>
National Power Rodding .....	35,446.16
CTR Systems, Inc. ....	45,018.88
Tierra Environmental .....	45,313.60
Visu-Sewer of Illinois .....	48,066.24
Hydro-Vision Technology.....	53,308.16
A-K Underground, Inc. ....	95,995.20
 Engineer's Estimate .....	 \$ 39,182.40

The low bid submitted by United Septic, Inc., in the amount of \$33,998.40, is \$5,184.00 (13.223) below the Engineer's Estimate of \$39,182.40. United Septic, Inc. has satisfactorily performed this type of work for the Village last year. We, therefore, recommend that the Contract be awarded to **United Septic, Inc., 1327 West Beecher Road, Bristol, IL 60512**, in the amount of **\$33,998.40**.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

**FRANK NOVOTNY & ASSOCIATES, INC.**

James L. Cainkar, P.E., P.L.S.

JLC/dn  
Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.  
Mr. Gerry Turrise, Water Supt., w/Enc.  
Ms. Linda Molitor, Executive Assistant, w/Enc.  
File No. 12204

RESOLUTION \_\_\_\_\_

**RESOLUTION AUTHORIZING AWARD OF CONTRACT  
2012 SANITARY SEWER CLEANING & TELEVISIONING**

**WHEREAS**, the Village of Lemont requires that the 2012 Sanitary Sewer Cleaning & Televisioning project be completed; and

**WHEREAS**, the Village seeks to utilize the construction firm of United Septic, Inc. for such work; and

**WHEREAS**, United Septic, Inc. submitted a low bid for such work in the amount of 33,998.40.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees that the Contract with United Septic, Inc. is hereby approved.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 13<sup>th</sup> day of August , 2012.**

AYES

NAYS

PASSED

ABSENT

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

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

Approved by me this 13<sup>th</sup> day of August, 2012.

**A t t e s t:**

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

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

Approved as to form: \_\_\_\_\_  
Jeff Stein, Village Attorney

Date: \_\_\_\_\_

**TABULATION OF BIDS**

OWNER: Village of Lemont  
 PROJECT DESCRIPTION: 2012 Sanitary Sewer Cleaning & Televising

PROJECT NO : 12204

BID OPENING: August 1, 2012 at 10:00 am

				Engineers Estimate		United Septic, Inc. 1327 West Beecher Road Bristol, IL 60512 5% Bid Bond		National Power Rodding 2500 West Arthington Street Chicago, IL 60612 5% Bid Bond		CTR Systems, Inc. 4350 DiPaolo Center Glenview, IL 60025 5% Bid Bond		Tierra Environmental 3821 Indianapolis Blvd. East Chicago, IN 64312 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sewer Cleaning, Light, 8", 10" or 12"	FOOT	20,000	0.70	14,000.00	0.65	13,000.00	0.0025	50.00	0.94	18,800.00	0.95	19,000.00
2	Sewer Cleaning, Heavy, 8", 10" or 12"	FOOT	4,736	1.40	6,630.40	1.30	6,156.80	0.0050	23.68	1.88	8,903.68	1.90	8,998.40
3	Sanitary Sewer Televising	FOOT	24,736	0.75	18,552.00	0.60	14,841.60	1.4300	35,372.48	0.70	17,315.20	0.70	17,315.20
Bidder's Note: To avoid bidding irregularities, the bid unit price for "Sewer Cleaning, Heavy" must be 2 times the bid unit price for "Sewer Cleaning, Light", of the size diameter noted.													
<b>Totals:</b>				39,182.40		33,998.40		35,446.16		45,018.88		45,313.60	
<b>Bid Error Corrections:</b>													
<b>Corrected Totals ---</b>						33,998.40		35,446.16		45,018.88		45,313.60	
<b>Over / Under ----</b>						-5,184.00		-3,736.24		5,836.48		6,131.20	
<b>Percent ----</b>						-13.23%		-9.54%		14.90%		15.65%	

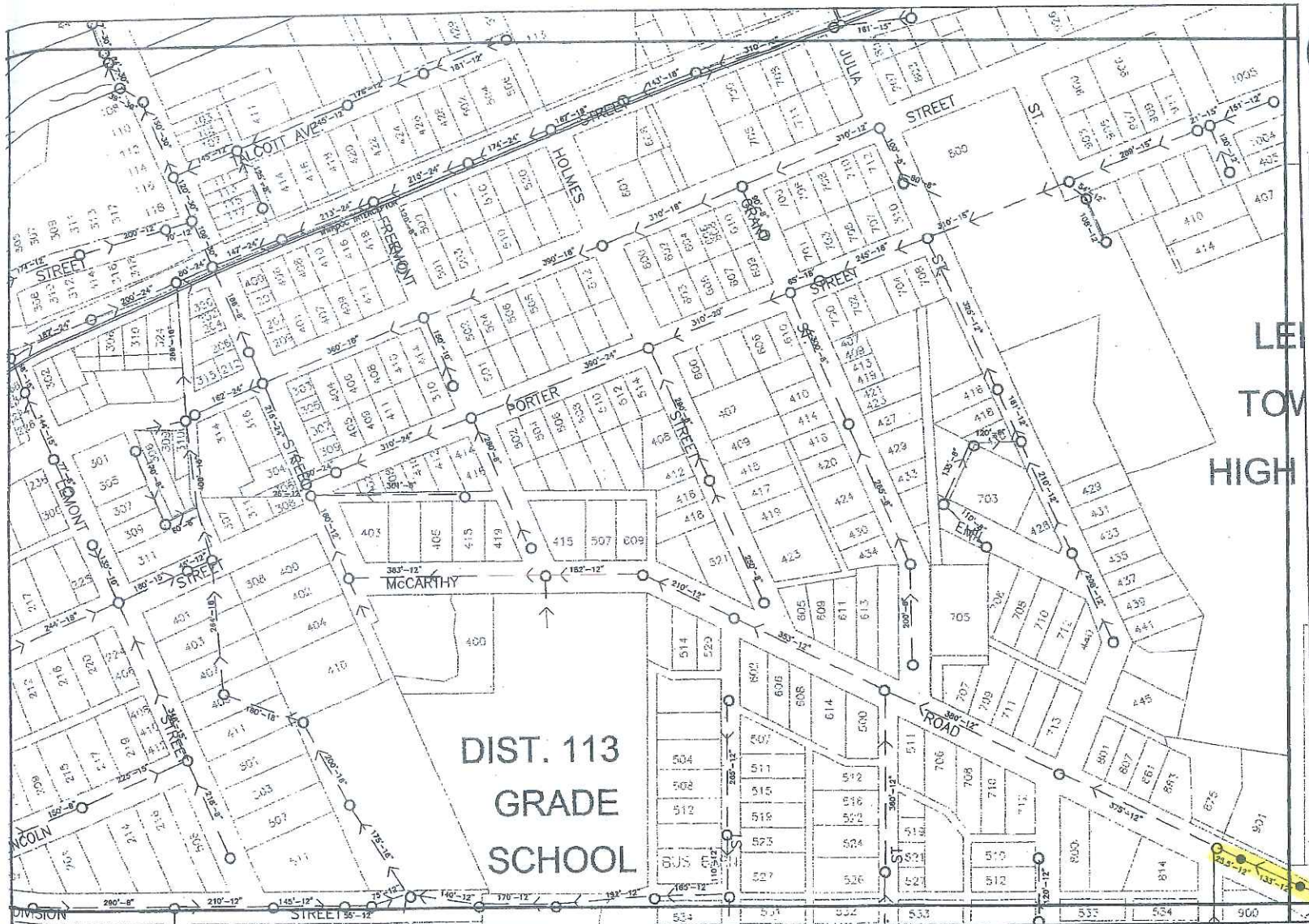
**OWNER:** Village of Lemont  
**PROJECT DESCRIPTION:** 2012 Sanitary Sewer Cleaning & Televising

**PROJECT NO :** 12204

**BID OPENING:** August 1, 2012 at 10:00 am

				Engineers Estimate		Visu-Sewer of Illinois 9014 South Thomas Avenue Bridgeview, IL 60455 5% Bid Bond		Hydro-Vision Technology 1593 Aster Drive Romeoville, IL 60446 5% Bid Bond		A-K Underground, Inc. 8119 Nottingham Road Tinley Park, IL 60477-8257 5% Bid Bond			
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sewer Cleaning, Light, 8", 10" or 12"	FOOT	20,000	0.70	14,000.00	0.75	15,000.00	1.00	20,000.00	2.25	45,000.00		
2	Sewer Cleaning, Heavy, 8", 10" or 12"	FOOT	4,736	1.40	6,630.40	1.55	7,340.80	1.81	8,572.16	4.50	21,312.00		
3	Sanitary Sewer Televising	FOOT	24,736	0.75	18,552.00	1.04	25,725.44	1.00	24,736.00	1.20	29,683.20		
<p>Bidder's Note: To avoid bidding irregularities, the bid unit price for "Sewer Cleaning, Heavy" must be 2 times the bid unit price for "Sewer Cleaning, Light", of the size diameter noted.</p>													
<b>Totals:</b>					39,182.40	48,066.24	53,308.16	95,995.20					
<b>Bid Error Corrections:</b>													
<b>Corrected Totals ---</b>						48,066.24	53,308.16	95,995.20					
<b>Over / Under ----</b>						8,883.84	14,125.76	56,812.80					
<b>Percent ----</b>						22.67%	36.05%	145.00%					

C-31



NORTH

18	19	20	21	22	23
24	25	26	27	28	29
30	31	32	33	34	35
36	37	38	39	40	41
42	43	44	45	46	47
48	49	50	51	52	53
54	55	56	57	58	59
60	61	62	63	64	65
66	67	68	69	70	71
72	73	74	75	76	77
78	79	80	81	82	83
84	85	86	87	88	89
90	91	92	93	94	95
96	97	98	99	100	101

MAP KEY

LEMONT  
TOWNSHIP  
HIGHWAY

DIST. 113  
GRADE  
SCHOOL

MAPPING:  
SURVEY:  
DRAWING:  
REF: Best, msp.dwg



REVISIONS	
NO.	DATE

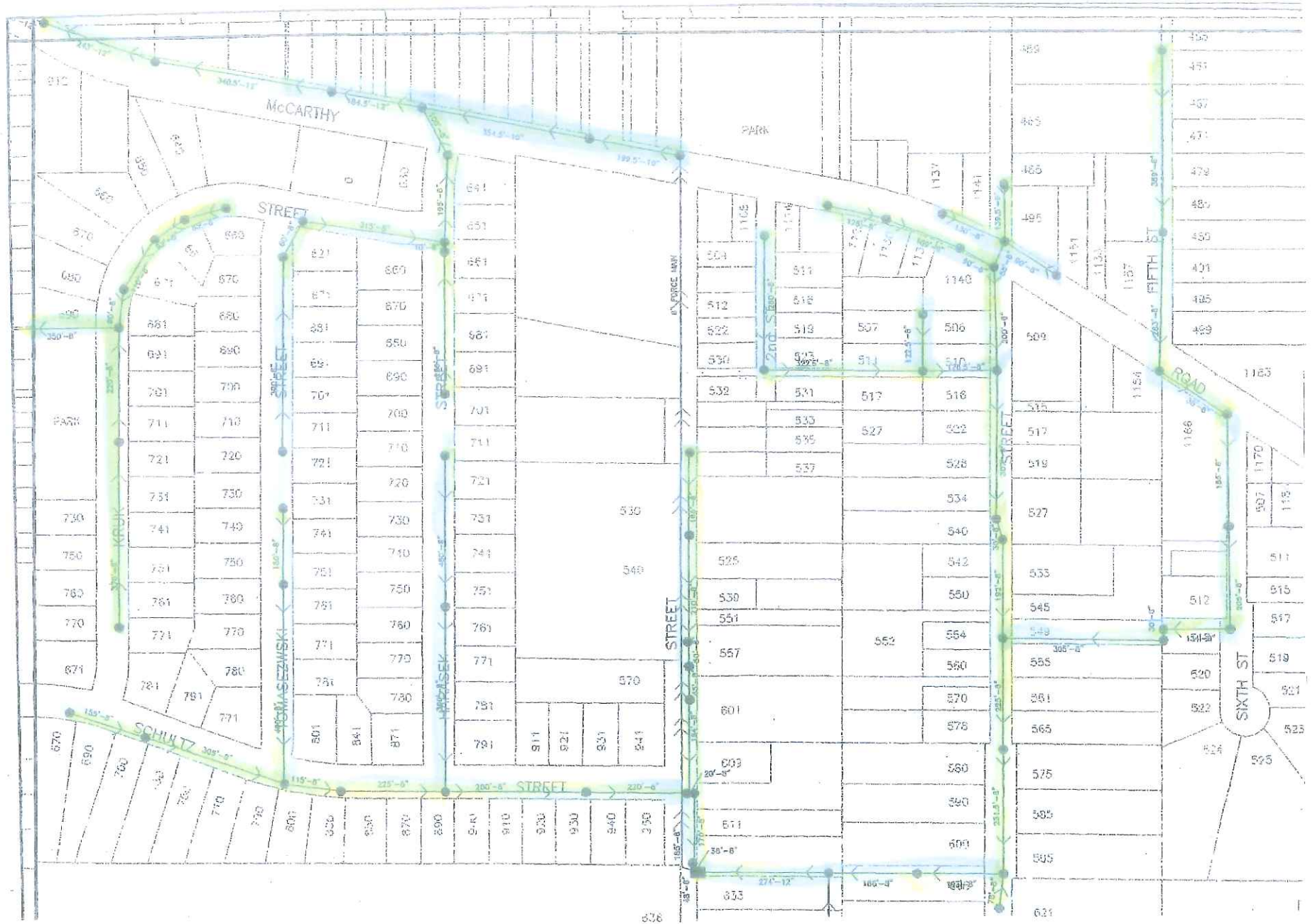


VILLAGE OF LEMONT  
SANITARY SEWER ATLAS

SHEET NO.

31







SEWER LOCATED  
ALONG EAST EDGE  
OF WALKER ROAD



**Village Board  
Agenda Memorandum**

Item #

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to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator  
Ralph Pukula, Public Works Director

Subject: Bridge Repair Engineering

date: Aug 9, 2012

**BACKGROUND/HISTORY**

In the current year's budget, money has been allocated to begin work on certain maintenance repairs for the four bridges the Village is responsible for. As part of this, staff has received quotes for doing this work. CMT came in at \$32,950 as a not to exceed price. Further, they are familiar with scope due to providing the required inspection services.

As such, staff recommend to give authorization to the Village Administrator to enter into this agreement so design work can begin.

**RECOMMENDATION**

Staff recommends approval

**ATTACHMENTS (IF APPLICABLE)**

Resolution of Authorization  
Professional Service Agreement

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

**A Resolution Authorizing Agreement with Crawford, Murphy & Tilly, Inc.**

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

**SECTION ONE:** The Village Board finds that it is necessary, convenient and in the interest of the Village to enter into an Agreement with Crawford, Murphy & Tilly, Inc. for professional engineering services to design repairs to the four bridges in Lemont jurisdiction..

**SECTION TWO:** The Village Administrator is hereby authorized to negotiate and enter into such a Agreement with Crawford, Murphy & Tilly not to exceed \$32,950.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made between the village of Lemont, whose address is 418 Main Street, Lemont, IL 60439 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

**Engineering services for bridge repairs as outlined in Exhibit A for the following four bridges.**

1. **Bridge carrying Stephen Street (MUNI 1024) over the I & M Canal (SN 016-0565)**
2. **Bridge carrying Old Stephen Street (MUNI 1024A) over the DesPlaines River (SN 016-2528)**
3. **Bridge carrying Ed Bossert Drive (MUNI 2015) over the I & M Canal (SN 016-5356)**
4. **Bridge carrying Derby Road over Pine Needles Drive (SN 016-7357)**

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$\_\_\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

**That the engineering services for Phase 1 – Plan preparation shall not exceed \$32,950, per the attached Exhibit B, without further authorization from the CLIENT. Engineering services for Phase 2 - Construction Observation shall be billed on an as needed basis at authorized by the village, based on the hourly rate chart.**

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

**CLIENT:**

Village of Lemont

(Client Name)

*Chris Dagiantis*  
(Signature)

CHRIS DAGIANTIS- ASSOCIATE

(Name and Title)

**ENGINEER:**

CRAWFORD, MURPHY & TILLY, INC.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

**CMT Job No.** \_\_\_\_\_

**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box  if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**EFFECTIVE JANUARY 1, 2010 – DECEMBER 31, 2012**

<b>Classification</b>	<b>Regular Rates Per Hour</b>	<b>Overtime Rates Per Hour</b>
Administrative Assistant/Clerk	\$ 50	\$ 60
Technical Assistant	\$ 67	\$ 82
Technician	\$ 82	\$ 102
Senior Technician	\$ 102	\$ 122
Land Surveyor	\$ 112	\$ 132
Planner/Technical Manager	\$ 77	\$ 92
Engineer/Architect	\$ 97	\$ 117
Senior Planner	\$ 102	\$ 122
Senior Technical Manager	\$ 107	\$ 127
Senior Engineer/Architect	\$ 117	\$ 137
Project Engineer/Manager/Architect	\$ 137	\$ 137
Senior Project Engineer/Manager	\$ 167	\$ 167
Principal	\$ 172	\$ 172

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2013.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to the ENGINEER by another company shall be invoiced at actual cost plus ten percent.



## **Lemont Bridge Repairs** **Scope of Work**

### **Introduction**

The following scope outlines engineering services associated with the preparation of plans, specification and cost estimate for the bridge repairs as outlined in the December 2011 bridge inspection report on the following four structures:

1. Bridge carrying Stephen Street (MUNI 1024) over the I & M Canal (SN 016-0565)
2. Bridge carrying Old Stephen Street (MUNI 1024A) over the DesPlaines River (SN 016-2528)
3. Bridge carrying Ed Bossert Drive (MUNI 2015) over the I & M Canal (SN 016-5356)
4. Bridge carrying Derby Road over Pine Needles Drive (SN 016-7357)

### **Phase I – Design and Bidding**

1. Data Collection – Stephens Street Bridge and Derby Road Bridge plans are available and have been obtained from the Village. For the Old Stephen Street Bridge and Ed Bossert Road Bridge, data collection includes time to measure these two bridges in field to create base map.
2. Plans, specification and cost estimate – Prepare plans and specifications suitable for bidding to make the bridge repairs. Prepare a cost estimate for the village.
3. Bidding – Advertise, pre-bid meeting, answer questions, bid opening, bid evaluation and recommendation to village.

### **Phase II – Construction Observation**

1. Pre-construction meeting with contractor and village.
2. Construction observation.
3. Weekly reports.
4. Walkthrough/punchlist creation.
5. Final inspection.

CRAWFORD, MURPHY & TILLY, INC.  
 CONTRACT ATTACHMENT - EXHIBIT A - 2012 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT Village of Lemont  
 PROJECT NAME Bridge Rehabilitation Program (S.N. 016-0565, S.N. 016-2528, S.N. 016-7356, S.N. 016-7357)  
 CMT JOB NO. TBD

Prep By	ATI
DATE	06/11/12
Apprvd	
DATE	06/11/12

EXHIBIT B

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT MANAGER	PROJECT ENGR ARCHITECT	SENIOR ENGINEER	SENIOR ARCHITECT	SENIOR ENGINEER	SENIOR MANAGER	ENGINEER ARCHITECT	LAND SURVEYOR	SENIOR TECHNICIAN	SENIOR PLANNER	TECHNICAL MGR PLANNER	TECHNICIAN	TECHNICAL ASSISTANT	ADMIN ASSISTANT CLERK	LABOR SUMMARY	MAN HOURS & LABOR SUMMARY
	CURRENT YEAR 2012 HOURLY RATES		\$172	\$167	\$137	\$117	\$107	\$97	\$112	\$102	\$77	\$82	\$67	\$50				TOTAL
1																		
2	Data Collection				6			4				18			44			72
3	Plan Preparation (one plan set, 16 sheets total @ 12 hrs. each)				24			48		120								192
4	Specifications, Estimate of Time, Estimate of Cost				4			4		16								24
5	Project Management				4													4
6	Bidding Assistance				8					16								24
7																		
8	Data Collection: Stephens Street bridge and Derby Road bridge plans available from the Village. Line item includes time to measure the other 2 bridges in field to create base map.																	
9																		
10																		
11	Construction Observation: Construction observation will be billed based on the hourly rate chart as needed.																	
12																		
13																		
14																		
15																		
	TOTAL MAN HOURS				46			52		156				18			44	316
	SUBTOTAL - BASE LABOR EFFORT				\$6,302			\$5,564		\$15,132				\$1,386			\$2,948	\$31,332
	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL EXPENSE	TOTAL FEE			
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP						
1			\$100														\$100	\$100
2	Data Collection	\$5,544			\$250												\$250	\$5,794
3	Plan Preparation (one plan set, 16 sheets total @ 12 hrs. each)	\$20,064																\$20,064
4	Specifications, Estimate of Time, Estimate of Cost	\$2,528																\$2,528
5	Project Management	\$548																\$548
6	Bidding Assistance	\$2,648																\$2,648
7																		
8																		
9																		
10																		
11																		
12																		
13																		
14																		
15																		
	TOTALS	\$31,332	\$100		\$250												\$350	\$31,682
	TIME PERIOD OF PROJECT	2012	2013	2014	2015	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM					5%	MULTI-YEAR + OT MLTPLR & AMT					
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%						20%						
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000						0.0100	1.0100	\$318				
	ESTIMATED CONTINGENCY																3%	\$960
	ROUNDING																	(\$10)
	TOTAL FEE	MATH CROSS CHECK IS OK																\$32,950

# Village Board

## Agenda Memorandum

Item #

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To: Mayor & Village Board

From: Ben Wehmeier, Village Administrator  
George Schafer, Assistant Village Administrator

Subject: **An Resolution Accepting Bid for Building Concrete Services for the Village Hall Rehabilitation Project**

Date: August 10, 2012

### **BACKGROUND/HISTORY**

During the initial bid for the Village Hall Rehabilitation project, the Village only received one bid for the concrete bid package, and the project was re-bid. As a result of the rebid and further solicitation of bidders, the construction manager is recommending Lindblad Construction for the award of the contract in the amount of \$21,775. Wight has Wight has scoped the bidder and deemed Lindblad Construction to be the low responsible bidder for the project.

### **PROS/CONS/ALTERNATIVES (IF APPLICABLE)**

### **RECOMMENDATION**

Staff recommends approval of the resolution

### **ATTACHMENTS (IF APPLICABLE)**

1. A Resolution Accepting Bid for Building Concrete Services for the Village Hall Rehabilitation Project.

### **SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Motion to Approve Resolution

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION ACCEPTING BID FOR BUILDING CONCRETE SERVICES FOR THE VILLAGE HALL REHABILITATION PROJECT**

**WHEREAS**, in connection with the rehabilitation of the Village Hall at 418 Main Street building concrete work is required; and

**WHEREAS**, the Village has made the package available for competitive bidding and further quote solicitation and received 2 bids/quotes;

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

**SECTION 1:** That the bid from Lindblad Construction in the amount of \$21,775 is accepted

**SECTION 2:** Effective Date: This Resolution shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES ILLINOIS on this 13<sup>th</sup> Day of August, 2012.**

**AYES            NAYS            PASSED            ABSENT**

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

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

Attest:

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



August 10, 2012

Mr. Ben Wehmeier  
Village Administrator  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

Wight & Company  
wightco.com  
.....  
2500 North Frontage Road  
Darien, IL 60561  
.....  
P 630.969.7000  
F 630.969.7979

**RE: CONTRACT AWARD RECOMMENDATION  
VILLAGE OF LEMONT  
VILLAGE HALL RENOVATION  
BID GROUP 1 (PARTIAL)- Building Concrete  
Project Number 07-5011-05**

Dear Mr. Wehmeier:

On June 28<sup>th</sup>, trade contractor bids were publicly opened for the Village Hall Renovation project.

At the bid opening, we received 1 bid for building concrete, and we elected not to open this bid in order to avoid an obligation to award to this trade contractor (due to public reading of their pricing).

We returned the bid to the contractor, and we extended the bid date out to July 11th. On July 11th, we received the same single bid from Lindblad Construction of Joliet, Inc.

With the small turnout of bids, Wight then proceeded to solicit proposals directly from concrete contractors for the building concrete scope.

When requesting proposals, we received a proposal from JB Construction for the building concrete scope which significantly exceeded the bid from Lindblad Construction of Joliet, Inc.

During the request for pricing, the following contractors declined to bid the job based on heavy summer work load & the project's small scope of work: Tor Construction, Martin Cement, Baumgartner Construction, Daker Corporation, Parkway Forming, and Elliot Construction.

Following a thorough review of the building concrete bids submitted, and information obtained during the subsequent scope reviews, we are pleased to present the following contractor award recommendation.

BP#	Bid Package	Successful Bidder	Contract Award
BP#2	Building Concrete	Lindblad Construciton of Joliet, Inc.	\$21,775.00

The complete scope reviews, bid forms, and proposals are attached for your reference.

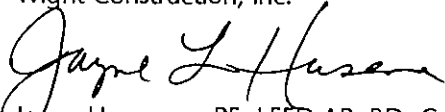
We trust this information is sufficient for your present needs. Please respond with your approval of this bid recommendation and we will proceed to issue contracts to the trade contractors in order to begin work.

Please feel free to call if there are any questions, or if additional information is required.

Mr. Ben Wehmeier  
Village of Lemont  
August 10, 2012  
Page 2

Respectfully submitted,

Wight Construction, Inc.

  
Jayne Huseman, PE, LEED AP, BD+C  
Project Manager

cc: Jason Dwyer – Wight & Company  
File: 07-5257-08