



Village of Faith

Village of Lemont

418 Main Street • Lemont, Illinois 60439

VILLAGE BOARD MEETING

AUGUST 27, 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

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. CONSENT AGENDA (RC)

A. APPROVAL OF MINUTES

1. AUGUST 13, 2012 VILLAGE BOARD MEETING

B. APPROVAL OF DISBURSEMENTS

IV. MAYOR'S REPORT

A. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. CORRESPONDENCE

B. ORDINANCES

1. **ORDINANCE GRANTING A VARIATION TO ALLOW A DECK 12 FEET FROM THE EAST LOT LINE FOR PROPERTY AT 3 KEEPATAW LANE IN LEMONT, IL (PLANNING & ED)(STAPLETON)(BROWN/JONES)**
2. **ORDINANCE AMENDING CHAPTER 2 OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO PART TIME POLICE OFFICERS (ADMIN./PD)(REAVES/MIKLOS)(WEHMEIER/SCHAFFER/SHAUGHNESSY)**
3. **ORDINANCE APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY KNOWN AS 10990 ARCHER AVENUE (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**
4. **ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2012C, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR ALTERNATE REVENUE SOURCES AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS (ADMIN./FINANCE)(REAVES/SNIEGOWSKI)(WEHMEIER/SCHAFFER/FRIEDLEY)**

C. RESOLUTIONS

- 1. RESOLUTION APPROVING A FINAL PLAT OF RESUBDIVISION FOR PROPERTY AT 1052-1150 STATE STREET IN THE VILLAGE OF LEMONT, IL (LEMONT PLAZA RESUBDIVISION) (PLANNING & ED)(STAPLETON)(BROWN/JONES)**

- 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
August 13, 2012

The regular meeting of the Lemont Village Board was held on Monday, August 13, 2012, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. 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 #O-50-12 - Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions.

D. Resolution R-42-12 Relating to the Semi-Annual Review of Closed Session Minutes.

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

IV. MAYOR'S REPORT

A. AUDIENCE PARTICIPATION

V. CLERK'S REPORT

A. Correspondence

1. I have been appointed to the Institute Educational Training Committee for the Municipal Clerks of Illinois. The Governor will confirm my appointment at a later date. This committee is responsible for working with professors to determine what courses will be given for the Institute and academy, what the criteria for the credit will be, and the course evaluation. Also, our contract with the University of Illinois has been extended for next year. After that, we may be choosing a different University.

B. Ordinances

1. **Ordinance O-51-12** Amending Ordinance No. O-12-12 Authorizing the Acquisition of Certain Real Property Known as 10990 Archer Avenue. Motion by Chialdikas, seconded by Blatzer, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.

2. **Ordinance O-52-12** Amending Chapter 5 of the Lemont, Illinois Municipal Code Relating to Solicitation. Motion by Blatzer, seconded by Miklos, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.
3. **Ordinance O-53-12** Ordinance Approving a Lease with Commonwealth Edison Company. Motion by Sniegowski, seconded by Miklos, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed
4. **Ordinance O-54-12** Approving a Lease with Illinois Department of Natural Resources. Motion by Stapleton, seconded by Virgilio, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.

C. Resolutions

1. **Resolution R-43-12** Resolution Authorizing Award of Contract for the 2012 Sanitary Sewer Cleaning & Televising. Motion by Blatzer, seconded by Sniegowski, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.
2. **Resolution R-44-12** Resolution Authorizing Agreement with Crawford, Murphy & Tilly, Inc. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.
3. **Resolution R-45-12** Resolution Accepting Bid or Building Concrete Services for the Village Hall Rehabilitation Project. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

Public Works –McCarthy St. Water Main project has begun and will go to Houston St. Mr. Pukula advised extra caution with the high school starting school tomorrow.

Administration – Various donation boxes have been removed in the Village. \$750.00 tickets went to American Mattress, CITGO Station and the Learning Center for failure to remove boxes on their property.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

1. Feasibility studies were discussed.

2. There will be a meeting between the homeowners in Glens of Connemara and their developer with the Mayor and Village Administrator on August 14th at 6:30 p.m. at the Police Station.

XII. EXECUTIVE SESSION

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Setting the Price of Real Estate, Pending Litigation and Personnel. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 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 9:25 p.m. Voice vote: 6 ayes. Motion passed.

SYS DATE:08/23/12

VILLAGE OF LEMONT

SYS TIME:12:25

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

[NW1]

REGISTER # 454

DATE: 08/27/12

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT DESCRIPTION	DIST
01 CHASE				2863.10	
	070212-080112	10-10-52100		INSPECTOR EXAM	160.00
	070212-080112	10-10-52200		ICMA, ILCMA DUES	1270.50
	070212-080112	10-17-61100		PARTS	178.61
	070212-080112	10-20-52100		MEALS, LODGING	176.96
	070212-080112	10-20-60100		VARIOUS	638.36
	070212-080112	10-20-60701		WATER, POP	42.34
	070212-080112	10-20-61400		FBI ACADEMY	342.00
	070212-080112	10-30-52100		LUNCH MEETINGS	44.33
	070212-080112	10-90-60601		EMMA SUBSCR	15.00

01 UNIQUE PLUMBING CO				45588.60	
11340-1		25-00-577200	PMT 1		45588.60

** TOTAL CHECKS TO BE ISSUED 48456.70

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FUND	AMOUNT
GENERAL FUND	2868.10
WATER/SEWER CAPITAL IMPROVE FUND	45588.60
*** GRAND TOTAL ***	48456.70

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 ILLINOIS STATE POLICE 494	12-08-09(W)	08/09/12 10-00-29050	68117 BKGRD CK/FNGRPRT-	39.50	39.50
01 ILLINOIS STATE POLICE 494	12-08-09(Z)	08/09/12 10-00-29050	68118 BKGRD CK/FNGRPRT-	39.50	39.50
01 ILLINOIS STATE POLICE 494	12-08-16	08/16/12 10-00-29050	68120 BKGRD CK-A EVANS	36.50	36.50
01 WALTER KUZIEL 494	12-08-08	08/13/12 10-00-20001	68119 STKR #10893, #108	96.00	96.00
10 ILLINOIS STATE POLICE 494	11-15428	08/22/12 10-00-28035	5002 RET FUNDS PD IN E	1998.33	1998.33
** TOTAL MANUAL CHECKS REGISTERED				2209.83	

REPORT SUMMARY

CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	48456.70	211.50	48668.20
10	.00	1998.33	1998.33
TOTAL CASH	48456.70	2209.83	50666.53

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	2868.10	2209.83	5077.93
25	45588.60	.00	45588.60
TOTAL DISTR	48456.70	2209.83	50666.53

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT	DIST
01 AMALGAMATED BANK OF CHICAGO				515.00	
12-08-01 4008		30-00-56950	SERIES 2007 FEE	515.00	
01 ACCURINT				83.00	
20120731		10-20-60110	SEARCHES	83.00	
01 ADVANTAGE CHEVROLET				108.66	
66663		10-17-61100	PARTS	108.66	
01 AMEREN ENERGY MARKETING				30519.54	
9085312071		22-10-54150	JULY 2012	896.24	
9085312071		22-05-54400	JULY 2012	29175.74	
9085312071		72-00-57450	JULY 2012	447.56	
01 ARTHUR PETERSON INC				305.79	
12-07-31		10-15-60900	MISC HDWE	210.30	
12-07-31		10-53-58000	HF SUPPLIES	48.29	
12-07-31		10-20-60100	MISC HDWE	29.00	
12-07-31		10-25-57650	MISC HDWE	18.20	
01 AT&T				242.86	
630243044808		22-10-54150	KOHL'S-TARGET	44.42	
630243045908		22-10-54150	OAK TREE LN	49.60	
630243123008		22-10-54150	EAGLE RIDGE	46.12	
630243173908		22-05-54400	WELL #6	102.72	
01 AT&T				191.00	
12-07-19		13-00-70100	INTERNET INSTALL	191.00	
01 AVALON PETROLEUM COMPANY				8075.38	
449552		10-17-61500	1420 GALS UNL	4600.80	
449706		10-17-61500	973 GALS UNL	3474.58	
01 AIR 1 WIRELESS				150.67	
5184		10-90-53900	PARTS, ACCESSORIE	21.24	
5240		10-90-53900	PARTS, ACCESSORIE	42.48	
5281		10-90-53900	PARTS, ACCESSORIE	21.24	
5285		10-90-53900	PARTS, ACCESSORIE	21.24	
5337		10-90-53900	PARTS, ACCESSORIE	33.98	
5374		10-90-53900	PARTS, ACCESSORIE	10.49	
01 B & H PHOTO				258.38	
62738263		10-70-70200	PO #2034	258.38	
01 BATTERY SERVICE CORPORATION				105.20	
224671		10-17-61100	BATTERIES	105.20	
01 CALL ONE				1226.22	
12-08-15		10-90-53900	8/15-9/14 SVC	1226.22	
01 COMCAST CABLE				459.57	
12-08-04		10-35-57515	CABLE/INTERNET SV	231.55	
12/08-9805		80-00-70100	VH CABLE/INTERNET	228.02	
01 CCP INDUSTRIES INC				401.86	
942752		10-15-60100	P TOWEL	100.66	
947497		10-15-60900	CAN LINERS	301.20	
01 COOK COUNTY TREASURER				724.50	
2012-2		10-15-57000	TIMBERLINE SIGNAL	724.50	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 CINTAS DOCUMENT MANAGEMENT DD25156053		10-35-57515	SHREDDING	153.25	153.25
01 CDW GOVERNMENT LLC P145844		80-00-70100	COMPUTER, MONITOR	1144.39	1144.39
01 COMED				4553.92	
	12/07-0007	10-15-53000	TALCOTT E OF STEP	119.49	
	12/07-4052	10-15-53000	STEPHEN ST	46.36	
	12/07-8014	10-15-53000	ILLINOIS, E OF ST	15.36	
	12/08-0229	10-15-53000	ATHEN KNOLL	23.30	
	12/08-2027	10-15-53000	ROLLING MDW DR	4248.18	
	12/08-3016	10-15-53000	HOUSTON 1N SCHULT	15.77	
	12/08-7033	10-15-53000	BELL RD, MAIN ST	85.46	
01 C.E.S. 016960		40-00-60900	LIGHT PARTS	857.41	857.41
01 CHICAGO MATERIALS CORP. 89585MB		40-00-60900	BLACK TOP	123.54	123.54
01 CHICAGO INTERNATIONAL TRUCKS 13029030		10-17-61100	PARTS	221.45	221.45
01 CASE LOTS INC 042171		10-10-60100	TP, PT, CAN LNRS	184.45	184.45
01 COURTNEY'S SAFETY LANE 052428		10-17-57000	SAFETY INSPECTION	192.00	64.00
	052444	10-17-57000	SAFETY INSPECTION		128.00
01 CURRIE MOTORS 350489		10-17-57000	BRAKES	539.95	539.95
01 CAREY C COSENTINO, PC 12-08-23		10-90-56430	JUL, AUG	3000.00	3000.00
01 CROSS POINTS SALES INC 14243		10-35-57500	FACP LEASE	585.00	585.00
01 SUN TIMES MEDIA 12-07-31		10-10-52450	LEGAL NOTICES	68.62	68.62
01 DAVE'S CLEANING & RESTORATION 12-08-15		10-35-57515	CARPET CLEANING	500.00	500.00
01 DERIGGI CONSTRUCTION CO., INC. 110335		10-00-28200	R-12689 WATERFORD	1000.00	1000.00
01 DUPAGE OVERHEAD GARAGE DOORS 080612		10-15-57400	REPLACE SPRINGS	1385.00	1385.00
01 DUSTCATCHERS, INC. 44416		10-35-57515	FLOOR MATS	146.26	61.90
	44418	10-35-57500	FLOOR MATS		42.18
	45284	10-35-57500	FLOOR MATS		42.18
01 ENVY HOME SERVICES 120180		10-00-28200	R-1278 DURHAM LN	1000.00	1000.00
01 ENVIRO-TEST INC. 12-129098		22-05-56700	SAMPLES	200.00	200.00
01 EXELON ENERGY INC				705.90	

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[NW1]

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	DESCRIPTION	AMOUNT	DIST
	201410600060	10-15-53000		55 STEPHEN ST		204.79
	201410700060	10-15-53000		0 N NEW AVE		229.11
	201410800060	10-15-53000		47 STEPHEN ST		27.48
	201410900060	10-15-53000		44 STEPHEN ST		40.59
	201411000050	10-15-53000		ED BOSSERT DR		13.08
	201411400060	10-15-53000		411 SINGER		190.85
01 FILEMAKER INC					1098.00	
	12-08-09	10-20-56200		LICENSE RENEWAL		1098.00
01 WRIGHT EXPRESS FSC					634.84	
	30154113	10-17-61500		JUL 12 PURCHASES		634.84
01 GLOBALCOM INC					1790.81	
	11554991	10-90-53900		LONG DISTANCE		1790.81
01 GOLDY LOCKS INC					178.00	
	608994	10-35-57515		REPAIR DOORS		178.00
01 GUARANTEED TECH SERV & CONSULT					1120.00	
	2010496	80-00-70100		IT SUPPORT		1120.00
01 HOMER INDUSTRIES LLC					50.00	
	549033	10-15-52900		BRANCHES		50.00
01 INKWELL LTD					857.10	
	58547	10-20-60100		TONER, PAPER		674.87
	58595	10-20-60100		COVER STOCK		21.98
	58705	10-20-60100		VARIOUS ITEMS		160.25
01 IMPERIAL SERVICE SYSTEMS, INC					1689.00	
	59940	10-35-57500		AUG 12 CLEANING		656.00
	59940	10-35-57505		AUG 12 CLEANING		34.00
	59940	75-00-57350		AUG 12 CLEANING		34.00
	59940	72-00-57000		AUG 12 CLEANING		34.00
	59940	10-35-57515		AUG 12 CLEANING		931.00
01 JONIKAS, ARIS					43.59	
	12-08-16	10-20-52600		COMP USA		43.59
01 K-FIVE CONSTRUCTION CORPORATIO					174236.94	
	12096-15F	40-00-58150		2012 MFT RESURFAC		174236.94
01 KANSAS STATE BANK					44100.34	
	12-07-20	22-05-70200		DUMP TRUCKS LEASE		44100.34
01 LAW OFFICE OF IRENE F BAHR					3.00	
	12-08-16	10-00-29050		REFUND OVERPAYMEN		3.00
01 LEMONT EXPRESS CAR WASH					72.00	
	1425	10-20-60100		18 WASHES		72.00
01 LINA EMBROIDERY					56.00	
	12-08-09	10-20-61400		EMBROIDERY		56.00
01 LUDWIG'S INC					63.99	
	12-06-29	10-20-60600		CANIDAE		63.99
01 MARTH CONSTRUCTION					1000.00	
	120119	10-00-28200		R-12649 WATERFORD		1000.00
01 JOHN WOLFE					188.00	
	081512A	10-17-57000		TOOL REPAIR		188.00
01 MUNICIPAL CLERKS OF S/W SUBURB					20.00	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	12-08-22	10-05-52200	DUES	20.00	
01 MCMASTER-CARR SUPPLY CO.				959.43	
33864881		10-15-60900	PAINT ROLLERS	72.43	
33864882		40-00-60900	PAINT	887.00	
01 MECCON INDUSTRIES				8558.00	
47266-10F		25-00-567200	PUMP HOUSE	8558.00	
01 MENARD'S				169.30	
30828		22-05-60950	MISC HDWE	113.41	
32006		10-15-60900	VARIOUS	55.89	
01 MARKET FEASIBILITY ADVISORS,LL				10730.00	
101		17-00-56900	PMT 1	3000.00	
104		17-00-56900	PMT 2, 3	7730.00	
01 METROPOLITAN INDUSTRIES INC				115.00	
262751		22-10-57150	CHECK BREAKER	115.00	
01 JOSEPH MILLER				51.86	
12-08-14		10-20-52100	8-10-12 MEETING	51.86	
01 MARTIN IMPLEMENT SALES				25.25	
P70465		10-17-61100	PARTS	25.25	
01 METROPOLITAN MAYORS CAUCUS				560.00	
2012-142		10-05-52200	DUES	560.00	
01 MOLITOR, LINDA				437.99	
12-08-07		10-05-52100	VARIOUS	232.22	
12-08-07		10-05-60100	VARIOUS	123.77	
12-08-07		10-05-52200	NOTARY REGISTRATI	10.00	
12-08-07		10-10-60100	VARIOUS	72.00	
01 MUNICIPAL RESEARCH SERVICE INC				985.00	
12-07-03		10-90-56100	AUDIT SCHEDULES	985.00	
01 NICOR GAS				308.83	
12-08-2000 4		22-05-54400	WELL #4	63.62	
12-08-2000 8		22-10-54150	KEEPATAW TRLS	23.96	
12/08-00430		22-10-54150	RUFFLED FTHRS	79.72	
12/08-1000 5		22-10-54150	CHESTNUT CROSSING	23.33	
12/08-2000 6		22-10-54150	OAK TREE LN	48.42	
12/08-2000 8		22-10-54150	HARPERS GROVE	23.96	
12/08-4722 3		22-10-54150	EAGLE RIDGE	21.86	
12/08-9378 5		22-05-54400	WELL #6	23.96	
01 MYRON NICHOLSON				516.72	
12-08-01		10-90-58100	R E TAX REBATE	516.72	
01 NEW WORLD SYSTEMS CORPORATION				1435.17	
021887		13-00-70700	SOFTWARE TRNG	1435.17	
01 OLDE ENGLISH GARDENS LLC				425.00	
2553		10-25-57650	GRASS CUTTING	225.00	
2645		10-25-57650	GRASS CUTTING	200.00	
01 OFFICEMAX INCORPORATED				354.51	
393322		10-10-60100	STAMPER	66.90	
410297		10-10-60100	REPL DECANTER	11.87	
647698		13-00-70700	MOVING SUPPLIES	228.38	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO	AMOUNT	DIST
	715361	10-10-60100		PLATES, CORR TAPE	47.36
01 PATTEN INDUSTRIES INC				941.23	
	789230	10-17-61100		PARTS	745.59
	789745	10-17-61100		PARTS	195.64
01 PITNEY BOWES				636.00	
	4026308-AU12	10-10-52300		METER RENTAL	636.00
01 PETTY CASH				464.76	
	12-08-22	10-10-60100		CORR REIMB ERROR	77.00-
	12-08-23	10-05-52100		CLERKS MEETINGS	45.00
	12-08-23	10-10-52200		NOTARY LICENSE	10.00
	12-08-23	10-15-52300		RETURN SHIPPING	9.76
	12-08-23	10-25-52100		SSBOA SEMINAR	60.00
	12-08-23	10-10-60100		TONER, PHONE CORD	70.42
	12-08-23	10-35-61000		LOCK	6.66
	12-08-23	10-60-52100		WEATHER SEMINAR	23.92
	12-08-23	22-05-52450		GRANT RECORDING	31.00
	12-08-23	75-00-20005		METRA REFUNDS	105.00
	12-08-23	10-10-60100		MDC DODGEBALL	180.00
01 PETTY CASH - POLICE DEPT				388.49	
	12-08-21	10-20-52100		JEWEL, TURNABOUT	55.95
	12-08-21	10-20-60100		TARGET, CVS	21.79
	12-08-21	10-20-60701		CAR SHOW WATER	9.97
	12-08-21	10-20-60701		KOPS N KIDZ	300.78
01 PINNER ELECTRIC INCORP				856.00	
	22405	40-00-60900		MONTHLY MAINT	400.00
	22405	40-00-60900		REPAIR	456.00
01 PORTABLE JOHN INC				94.08	
	A-179953	10-53-58500		FMKT-12 TOILET-JU	94.08
01 PRIMUS ELECTRONICS				81.78	
	521451	10-60-57000		BATTERY ADAPTER	81.78
01 RAYNER COVERING SYSTEMS, INC.				4892.50	
	106128	10-15-57400		TARP SALT PILE	4892.50
01 RAINBOW PRINTING				214.95	
	409127	22-05-60100		ENVELOPES	149.95
	409139	10-10-60100		CARD STOCK	65.00
01 ROD BAKER FORD				45.50	
	115206	10-17-61100		PARTS	45.50
01 RCM DATA CORPORATION				228.98	
	IN39030	22-05-60100		PRINTER INK	228.98
01 RAY O'HERRON CO INC				1632.31	
	0057390-IN	10-20-60550		2 TASERS	1632.31
01 S&K SECURITY CORP.				255.00	
	86373	10-35-57515		CARD ACCESS SYSTE	255.00
01 SOUTHWEST CENTRAL DISPATCH				24206.54	
	SEP2012	10-20-53800		SEP 2012 ASSESSME	24206.54
01 STANDARD EQUIPMENT CO				462.06	
	55103S	10-17-61100		PARTS	462.06

SYS DATE:08/23/12

VILLAGE OF LEMONT

SYS TIME:12:38

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

[NW1]

REGISTER # 455

DATE: 08/27/12

Monday August 27, 2012

PAGE 6

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 SHORE GALLERIES INC 93097		10-20-61400	VESTS	1278.00	1278.00
01 SIMPLEXGRINNELL 68007472		72-00-57000	FIRE ALARM SYS	1330.19	1330.19
01 SUBURBAN LIFE PUBLICATIONS 577990		10-10-52450	COMM CRNR	1191.32	320.00
577997		10-53-58500	FRMRS MKT AD		120.00
578827		10-53-58500	FRMRS MKT AD		120.00
579670		10-10-52450	COMM CRNR		300.00
580531		17-00-52450	LEGAL NOTICE		331.32
01 SOSIN & ARNOLD, LTD. 76277		10-90-56420	JUL 12	1000.00	1000.00
01 SZYDLO, LENORE 12-08-01		10-90-58100	R E TAX REBATE	502.82	502.82
01 TOSHIBA FINANCIAL SERVICES 57594541		10-20-70200	COPIER LEASE	794.55	794.55
01 TAMELING IND 0081678-IND		10-15-60900	BLACK DIRT	345.00	345.00
01 TOSHIBA FINANCIAL SERVICES 209601376		10-20-70200	COPIER LEASE	291.20	291.20
01 THE E COMPANY 12155-1		33-00-70600	DEMO 10900, 10997	36526.50	36526.50
01 TURNABOUT PIZZA 200875		13-00-70700	MOVE DAY FOOD	159.20	159.20
01 TRESSLER, LLP 308962/964/953		10-00-29400	11-06 PASS THRU	17998.78	2740.50
308962/964/953		45-20-517300	MCCARTHY RD		891.00
308962/964/953		33-00-70600	GATEWAY		4626.21
308962/964/953		10-90-56410	JUL 2012		9741.07
01 TRANE US INC 2739891		10-35-70220	HVAC SYSTEM	756.04	756.04
01 TWS ACTUARY 12-08-15		10-90-56600	GASB45 ACTUARY	2000.00	2000.00
01 UNIVERSITY OF ILLINOIS 12-08-14		10-05-52100	CLERKS ACADEMY	400.00	400.00
01 UNIQUE PLUMBING CO 11340-2		25-00-577200	PMT 2	73821.60	73821.60
01 UPS FREIGHT 20857769		10-15-60900	FREIGHT DUE	75.57	75.57
01 VERIZON WIRELESS 2780764903		10-90-53900	PD/PW CELL PHONES	329.58	329.58
01 VILLAGE OF ORLAND PARK 10901		10-35-57515	JUN 12 PRISONER W	130.00	130.00
01 WIGHT CONSTRUCTION SERVICES, I 07-5011-05		13-00-70700	PMT 1	95079.22	95079.22

** TOTAL CHECKS TO BE ISSUED

582172.19

FUND	AMOUNT
GENERAL FUND	92113.19
VILLAGE HALL IMPROVEMENTS	97092.97
T.I.F.	11061.32
WATER & SEWER FUND	75562.35
WATER/SEWER CAPITAL IMPROVE FUND	82379.60
DOWNTOWN CANAL DIST. T.I.F.	515.00
GATEWAY PROPERTY ACQUISITION	41152.71
MOTOR FUEL TAX	176960.89
ROAD IMPROVEMENT FUND	891.00
PARKING GARAGE FUND	1811.75
PARKING LOT FUND	139.00
GENERAL CAPITAL IMPROVEMENTS	2492.41
*** GRAND TOTAL ***	582172.19





Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Brian K. Reaves #95-12
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU: James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-15 3 Keepataw Lane Variation

DATE: August 22, 2012

SUMMARY

Robert E. Spychalski, owner of the subject property, has requested to reduce the side yard variation for a deck from 15 ft to 12 ft. The Zoning Hearing Officer recommends approval. The Committee of the Whole reviewed the request on August 20 and appeared to favor the requested variation.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENT

An Ordinance Granting Variations to Allow an Internally Illuminated Monument Sign and Electronic Message Center at 12725 Bell Road in Lemont, IL.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A DECK 12 FEET FROM
THE EAST LOT LINE FOR PROPERTY AT 3 KEEPATAW LANE IN LEMONT, IL**

(3 Keepataw Lane Variation)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 27th Day of August, 2012.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 27th day of
August, 2012.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO ALLOW A DECK 12 FEET FROM THE EAST LOT LINE FOR PROPERTY AT 3 KEEPATAW LANE IN LEMONT, IL

(3 Keepataw Lane Variation)

WHEREAS, Robert E. Spsychalsk, hereinafter referred to as "the Petitioner," is the owner of the subject property at 3 Keepataw Lane in Lemont (PIN 22-29-414-028), hereinafter referred to as "the subject property," and legally described and depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Petitioner is seeking a variation to the Unified Development Ordinance, §17.06.030.D, to allow a deck to be placed 12 feet from the east property line on the subject property; and

WHEREAS, the Lemont Zoning Hearing Officer conducted a Public Hearing on August 13, 2012; and

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

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

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

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

SECTION 2: Variation. A variation is granted from the Unified Development Ordinance, §17.06.030.D, to allow a deck to be constructed 12 feet from the east property line of the subject site, consistent Exhibit A.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 27th DAY OF AUGUST, 2012.

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

Approved by me this 27th day of August, 2012

BRIAN K. REAVES, Village President

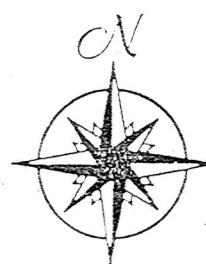
Attest:

CHARLENE M. SMOLLEN, Village Clerk

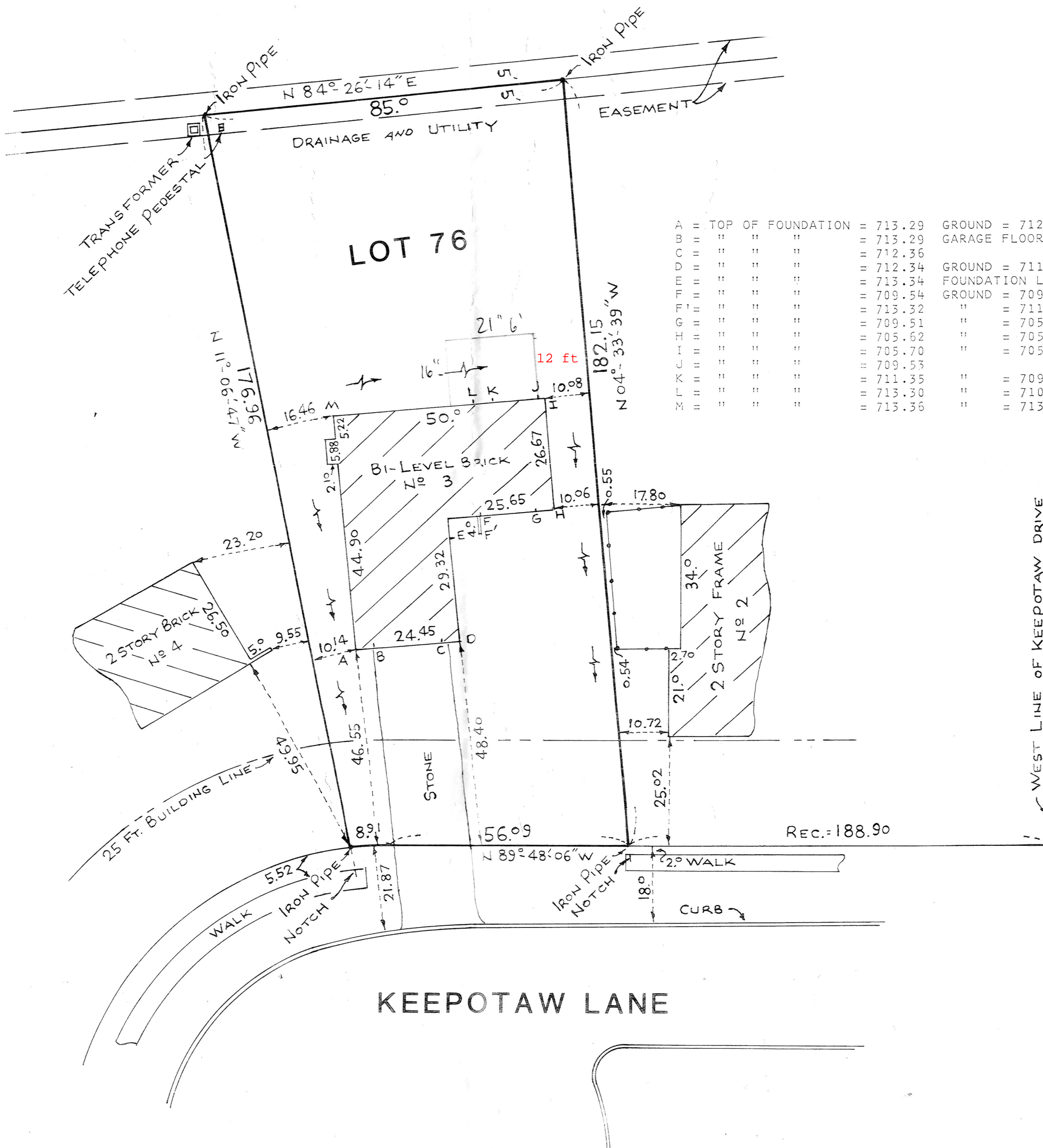
CERTIFICATE of SURVEY

5556 West Cal-Sag Road
Alsip, Illinois 60658.
(312) 389-5555

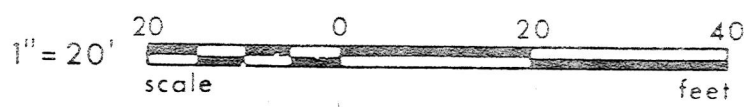
BY
SILANDER & SON
LAND SURVEYORS



LOT 76 IN HILLVIEW ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



A	=	TOP OF FOUNDATION	=	713.29	GROUND	=	712.7
B	=	"	=	713.29	GARAGE FLOOR	=	712.22
C	=	"	=	712.36			
D	=	"	=	712.34	GROUND	=	711.7
E	=	"	=	713.34	FOUNDATION LOW	=	712.32
F	=	"	=	709.54	GROUND	=	709.1
G	=	"	=	713.32	"	=	711.7
H	=	"	=	709.51	"	=	705.7
I	=	"	=	705.62	"	=	705.3
J	=	"	=	705.70	"	=	705.7
K	=	"	=	709.53	"	=	709.6
L	=	"	=	711.35	"	=	710.8
M	=	"	=	713.30	"	=	713.0
N	=	"	=	713.36	"	=	713.0



STATE OF ILLINOIS) SS.
COUNTY OF COOK)

SILANDER & SON, DO HEREBY CERTIFY THAT THEY HAVE LOCATED THE BUILDING ON THIS SURVEY, AND HAVE TAKEN THE ELEVATIONS OF THE FOUNDATION WALL AND THE GRADE AT THE FOUNDATION WALLS. THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY.

DATED: MAY 24, 1988

SILANDER & SON

SURVEY NO. 10650-A
FILE NO. E-29

R. J. Silander

FOR: ROBERT SPYCHALSKI

ILLINOIS LAND SURVEYOR NO. 1172

DIMENSIONS ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE. FOR BUILDING LINES, BASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, CONTRACT, TITLE POLICY, ZONING ORDINANCE, ETC.

EXHIBIT B

FINDINGS OF FACT:

1. The variation will not adversely affect public health, safety or welfare because the proposed deck would be located within a private yard, 12 feet from a lot line that is heavily wooded.
2. The plight of the owner is due to unique circumstances and thus strict enforcement of the Unified Development Ordinance would result in practical difficulties or impose exceptional hardships on the property owner. The unique circumstance on this site is its topography. The rear yard of the subject property has a significant slope running generally from the northwest corner of the lot to the southeast corner of the lot. Along the rear of the house, the ground slopes rather steeply from the center of the house to the eastern lot line. This area has four small retaining walls. It is in this area, near a sliding door from the kitchen, where the applicant desires to construct a deck. Strict adherence to the zoning standard of 15-ft for the deck setback would create a small ledge between the deck and one of the retaining walls which may be unsafe. Additionally, this would create a portion of the rear yard that would be essentially unusable.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Jeff Stein, Village Attorney
Kevin Shaughnessy, Chief of Police

Subject: PT Time Police Officers

date: Aug 9, 2012

BACKGROUND/HISTORY

Based on recent legislation, staff and legal counsel reviewed the current authorizing ordinance as it relates to the PT Police Officers for the Village of Lemont. As such, it is being recommended that the ordinance is amended accordingly as attached in the draft format.

RECOMMENDATION

Staff recommends approval

ATTACHMENTS (IF APPLICABLE)

Ordinance Amending Chapter 2 of the Lemont Municipal Code

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING CHAPTER 2 OF THE LEMONT, ILLINOIS
MUNICIPAL CODE RELATING TO PART TIME POLICE OFFICERS**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 27 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 27th day of August, 2012.

ORDINANCE NO. _____

**An Ordinance Amending Chapter 2 of the Lemont, Illinois
Municipal Code Relating to Part Time Police Officers**

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 part time police officers within its jurisdiction pursuant; 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:

CHAPTER 2.32. - PART-TIME POLICE OFFICERS

2.32.010. - Authority of chief of police.

The chief of police is authorized to appoint, discipline and discharge part-time officers, subject to the advice and consent of the village administrator. Part-time officers shall be members of the regular police department except for pension purposes. Part-time officers shall, at all times during the performance of their duties, be subject to the direction and control of the chief of police.

2.32.020. - Hiring standards.

~~Prior to being hired, a part time police officer must have previous law enforcement experience or must obtain certification within 18 months after the date of hire, according to 50 ILCS 705/8.2. The applicant must also have a screening and background check,~~

~~which includes a fingerprint check through the Illinois Criminal History and Federal Bureau of Investigation (FBI), and pass a physical fitness, power test, that is based on the Illinois Training Board requirements for minimum fitness for a police officer. Part-time police officers may be hired by the village pursuant to the following hiring standards:~~

1. Must be U.S. citizen;
2. Must be twenty-one (21) years of age or older;
3. Must possess a high school diploma or GED equivalency;
4. Must have a valid Illinois driver's license;
5. Must have eyesight of 20/20, or correctable to 20/20;
6. Must not be colorblind;
7. Must have been honorably discharged if served in the U.S. military;
8. Must be able to pass a physical examination by a licensed medical doctor prior to the physical agility test, or have a valid waiver issued by a licensed medical doctor stating that the applicant is capable of participant in a physical agility test;
9. Must be in good physical health and able to pass a physical agility test;
10. Must be certified by the state within eighteen (18) months from the date of appointment demonstrating completion of four hundred (400) hours of law enforcement training, or present a valid waiver from the Illinois law enforcement training and standards board because of prior job experience, prior training, or certification from another U.S. state that is equivalent to the state of Illinois training standards;
11. Must submit to a screening and background check, which includes a fingerprint check through the Illinois Criminal History and Federal Bureau of Investigation (FBI), and have no felony convictions, or any violations (whether convictions or other dispositions where a finding of guilty was made) of other crimes involving moral turpitude as solely determined by the village (see 50 ILCS 705/6.1 for list of disqualifying misdemeanor offenses);
12. Must meet all standards set forth in 430 Illinois Compiled Statutes 65 et seq., pertaining to Firearms Owners Identification Act.
13. Must meet any additional requirements as set forth by the Illinois Law Enforcement Training and Standards Board.

2.32.030. - Training standards.

The part-time officer, upon hiring by the village and the village police department, will be required to complete a field training program which consists of ten to 12 weeks with a certified field training officer and successful completion of the Lemont Police Department Field Training Guide. The part-time officer must also complete a one-year probation, where the officer is monitored and evaluated periodically. He must also attend in-service training as authorized by the chief of police.

2.32.040. - Powers and duties.

A part-time officer shall have all the powers and duties as a regular member of the police department, but shall not be assigned under any circumstances, to supervise or direct full-time police officers of the village police department. Part-time officers shall not be used as permanent replacements for permanent full-time police officers. Part-time officers must also abide by all rules, regulations, policies and general orders as set forth by the chief of police and the village. The number of hours a part-time officer may work within a calendar year is restricted.

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 27th day of August, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
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 APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY
KNOWN AS 10990 ARCHER AVENUE**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 27th 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 27th day of August, 2012.**

Ordinance No. O-___-12

**AN ORDINANCE APPROVING THE PURCHASE 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 (“Property”), is necessary, convenient and in the interest of the Village of Lemont; and

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

WHEREAS, the Village Board authorized the acquisition of the Property by duly enacting Ordinance No. O-12-12 on February 27, 2012; Ordinance No. O-15-12 on March 12, 2012, Ordinance No. O-51-12 on August 13, 2012; and

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

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

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

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

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

SECTION 4: The President and the Village Administrator are authorized to execute any and all documents (and the Clerk to attest their signatures as required), including but not limited to Exhibit B attached hereto, which are necessary to complete the transaction and acquire the Property. The Village Attorneys, Tressler, LLP and Jeffrey M. Stein, John J. Zimmermann and Michael F. Zimmermann are authorized to execute any and all documents which are necessary for the closing of the transaction at or prior to the closing of this transaction. The Village President and/or the Administrator are authorized to make modifications to Exhibit B prior to execution of the same. They are further authorized to revise the legal description of the Property as necessary to conform to an ALTA survey of the Property.

SECTION 5: 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 6: 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 7: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 27th day of August, 2012.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 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.

EXHIBIT B

SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT (herein "**Agreement**"), is made and entered into as of this 22nd 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**

Prior to the Closing on August 29, 2012 (herein "**Closing Date**"), the Titleholder will convey title to the Seller and at Closing the Seller shall make the Conveyance to the Purchaser upon the terms and conditions hereinafter set forth, for the purchase price (herein "**Purchase Price**") free and clear of all outstanding mortgages of record and all other liens and encumbrances. The 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 in cash at Closing is Three Hundred Seventy-Five Thousand and No/100ths United States Dollars (\$375,000.00). The In light of the proximity of the Closing Date, the Seller hereby waives the deposit of earnest money.

4. **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 A** 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. Except as noted below, the Purchaser has performed all of its due diligence, undertaking same after the execution of the Purchase Contract.

i. Prior to Closing 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. Prior to Closing, the Purchaser shall review the Title Insurance Commitment (Exhibit A) 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 A) 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 A), (ii) liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Insurance Commitment (Exhibit A), 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 A) 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.

B. 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.

C. The Title Commitment and Survey described in this Section 4 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.

D. 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, 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.

5. HAZARDOUS MATERIALS SITE INVESTIGATION

The Purchaser has caused a Phase 1 Environmental Site Assessment to be conducted. Having completed the Phase I Environmental Site Assessment, the G2 Consulting Group found no evidence of recognized environmental conditions in connection with the Property.

6. CONVEYANCE OF TITLE — COSTS

On the Closing Date at a time selected by mutual agreement of the Parties' attorneys, the Parties' attorneys will meet in the Wheaton branch of 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. Prior to Closing the Titleholder shall deliver the following items to the Seller:

i. The Titleholder shall give the Seller its warranty deed (herein "**Warranty Deed**") in recordable form and conveying to the Seller 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 Seller 's 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, unless and to the extent any of the same are Unpermitted Exceptions which have arisen after the date of the Title Insurance Commitment (Exhibit A), 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 7.

iv. Transfer tax declarations. [**Note:** While no transfer tax shall be due or payable in connection with any such conveyance to the Seller or asserted by Seller as part of the Purchase Price in connection with any such conveyance to the Seller, the Titleholder shall

furnish all declarations required.]

v. The Titleholder's certificate to the Seller 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.

vi. A non-foreign certificate sufficient in form and substance 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 warranty deed (herein “ **Warranty Deed**”) in the form thereof attached hereto and made a part hereof as group **Exhibit B** — being in recordable form and conveying to the Purchaser all of the Seller’s right, title and interest to the Property, so that 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 using the Purchase Price paid at the time of Conveyance as payment for all or a portion of such cost, if such cost exceeds the amount of the Purchase Price, unless and to the extent any of the same are Unpermitted Exceptions which have arisen after the date of the Title Insurance Commitment (Exhibit A), 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 7.

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 10 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 12 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, shall file the Titleholder's Deed and the Seller's Warranty Deed with the Cook County Recorder of Deeds for recordation against title to the Property.

7. 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.

8. 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 fixtures firmly affixed to the real property as the Titleholder wishes to remove or cause to be removed as well as 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 (61st) day following the Closing, the Purchaser shall have

immediate possession of the Property and ownership of everything real and personal 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 as well as personal property and fixtures remaining on the Property on or after the 61st 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.

9. 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 10 shall be true and correct as of the Closing.

ii. The representations and warranties of the Titleholder contained in Section 11 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 12 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.

10. 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.

11. 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.

12. 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.

13. 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 13, 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.

14. 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 127th 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.

15. **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.

16. **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.

17. 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

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 B
Warranty 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.

This space Reserved for Recorder's use only.

Village Attorney – Grantee's Agent

WARRANTY DEED

THE GRANTOR, STATE BANK OF COUNTRYSIDE, an Illinois chartered bank 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.

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 Section 5 of this Agreement; and hence, this form is subject to changes to conform with the Survey.

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Ted Friedley, Village Treasurer

Subject: Refinancing 2004 Waterworks and Sewerage (ARS) Bonds

date: Aug 23, 2012

BACKGROUND/HISTORY

The Village on a continuous basis reviews its outstanding debt and when it makes sense to refinance this debt. One recent bond that it makes sense to refinance is the 2004 W&S ARS Bond. At current rates the Village reduces its net interest cost on this bond by over 2%. This would provide a net interest savings on the bond by over \$225,000 over its term. The term of the bond would still stay the same and expire in 2024.

Before the board tonight is the parameters ordinance to authorize the Village to proceed forward with refinancing the subject bonds. As this is a refinancing and the Village is saving money, there will be no further action required by the board.

RECOMMENDATION

Staff recommends approval

ATTACHMENTS (IF APPLICABLE)

Parameter Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2012C, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR ALTERNATE REVENUE SOURCES AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

WHEREAS, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the **“Issuer”**), is a non-home rule municipality duly established and operating in accordance with the provisions of the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, the **“Illinois Municipal Code”**), presently operates a combined waterworks and sewerage system (the **“System”**) under Section 11-139-1 *et seq.* of the Illinois Municipal Code (the **“Waterworks and Sewerage Revenue Act”**), and is entitled to receive a certain distributive revenue share of proceeds from (i) the State of Illinois income taxes (such distributive share referred to herein as the **“Revenue Sharing Receipts”**) imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act and (ii) the Retailer’s Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (as applicable, collectively **“Sales Taxes”**), distributed pursuant to applicable law; and

WHEREAS, the Issuer’s President and Board of Trustees (the **“Corporate Authorities”**) hereby in 2004 determined that it was advisable, necessary and in the best interests of the Issuer’s public health, safety and welfare to finance the acquisition, construction and installation of a waterworks and sewerage system component of a public works facility, homeland security upgrades, water well #6 and a related well house (including, as applicable, waterworks and system facilities previously financed under an annexation agreement and land acquisition and rights in real estate, mechanical and electrical work and other related facilities, improvements and costs, in one or more phases, as applicable, collectively, the **“Project”**), pursuant to the plans and specifications therefore concerning the Project, and to finance the Project on December 22, 2004 issued \$5,690,000 initial principal amount General Obligation Waterworks and Sewerage Bonds (Alternate Revenue Source), Series 2004 (the **“Prior Obligations”**), under Ordinance No. O-90-04, adopted November 22, 2004 (the **“Prior Ordinance”**), and to achieve cost savings the Issuer proposes to refund the Prior Obligations (the **“Refunding”**), including by funding, as applicable, an escrow, deposit or refunding account (as applicable, **“Refunding Account”**) under an escrow, deposit or refunding agreement (as applicable, **“Refunding Agreement”**) by and between the Issuer and a designated escrow, deposit or refunding agent (as applicable, **“Refunding Agent”**); and

WHEREAS, in connection with Section 2 of Ordinance No. 0-69-04, AN ORDINANCE AUTHORIZING THE ISSUANCE OF WATERWORKS AND SEWERAGE REVENUE BONDS (SALES TAXES AND REVENUE SHARING RECEIPTS PLEDGE)

AND ALTERNATE REVENUE SOURCE BONDS (IN LIEU OF SUCH REVENUE BONDS) OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS TO FINANCE WATERWORKS AND SEWERAGE SYSTEM IMPROVEMENTS (the “**Preliminary Ordinance**”), adopted October 11, 2004, and which was duly published together with the required notices in the *Daily Southtown*, published in Tinley Park, Illinois, and of general circulation in Lemont, Illinois, the Issuer received no petitions in connection with the Prior Obligations, forms of petitions therefor being at all relevant times available in the office of the Village Clerk; and

WHEREAS, on November 8, 2004, with notice having been published on October 16, 2004, in the *Daily Southtown*, Tinley Park, Illinois, the Issuer held and conducted the required public hearing under the Bond Issue Notification Act for the Prior Bonds; and

WHEREAS, the Issuer has insufficient funds to pay the costs of the Refunding and, therefore, must borrow money and issue general obligation waterworks and sewerage refunding bonds (alternate revenue source) under this ordinance in evidence thereof up to the aggregate principal herein set forth for such purpose; and

WHEREAS, pursuant to and in accordance with the Illinois Municipal Code and the provisions of Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes), as supplemented and amended, and this ordinance, as supplemented, the Issuer is authorized to issue its General Obligation Waterworks and Sewerage Refunding Bonds (Alternate Revenue Source), Series 2012C, up to the aggregate principal amount of \$4,000,000 (the “**Bonds**”), for the purpose of providing funds for the Refunding; and

WHEREAS, in connection with the offering of the Bonds, as described in the Preliminary Official Statement therefor (as prepared in preliminary form and completed and supplemented to be final, the “**Official Statement**”), as supplemented from time to time by the Issuer’s Continuing Disclosure Certificate and Agreement (the “**Disclosure Agreement**”) under Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”); and

WHEREAS, for convenience of reference only this ordinance is divided into numbered sections with headings, this shall not define or limit the provisions hereof, as follows:

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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. Definitions. Certain words and terms used in this ordinance shall have the meanings given them herein, including above in the preambles hereto, and the meanings given them in this Section 1, unless the context or use clearly indicates another or different meaning is intended. Certain definitions are as follows:

“**Act**” means, collectively, the Local Government Debt Reform Act (Section 350/1 et seq. of Chapter 30 (and particularly Section 350/15 thereof) of the Illinois Compiled Statutes and the Illinois Municipal Code, as supplemented and amended, including, without limitation, by the Registered Bond Act, the Illinois Bond Replacement Act and the Bond Authorization Act.

“**Alternate Bonds**” means “**alternate bonds**” as described in Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes).

“**Arbitrage Regulation Agreement**” means, as applicable to the Bonds, the Issuer’s Arbitrage Regulation Agreement in connection with, among other things, arbitrage rebate under Section 148(f)(2) of the Code and Yield Reduction Payments under Section 1.148-5(c) of the Income Tax Regulations.

“**Bona fide debt service fund**” or “**BFDSF**” means a fund or account that: (1) is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year; and (2) is depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of: (i) the earnings on the fund for the immediately preceding bond year, or (ii) one-twelfth of the principal and interest payments on the issue for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means the Issuer’s \$4,000,000 maximum aggregate principal amount General Obligation Waterworks and Sewerage Refunding Bonds (Alternate Revenue Source), Series 2012C, authorized to be issued by this ordinance.

“Bond Order” shall have the meaning in Section 3(a).

“Code” means the Internal Revenue Code of 1986, as amended, and includes related and applicable Income Tax Regulations promulgated by the Treasury Department.

“Corporate Authorities” means the President and Board of Trustees of the Issuer.

“Disclosure Agreement” means the Issuer’s Continuing Disclosure Certificate and Agreement under Rule 15c2-12 related to the Bonds.

“Fiscal Year” means the twelve-month period constituting the Issuer’s fiscal year, not inconsistent with applicable law.

“Future Bond Ordinances” means the ordinances of the Issuer authorizing the issuance of revenue bonds payable from Pledged Revenues, but not including this ordinance or any other ordinance authorizing the issuance of alternate bonds.

“Gross Revenues” means all receipts of fees, charges and rates and all other income from whatever source derived from the System, including: **(i)** investment income; **(ii)** connection, permit and inspection fees and the like; and **(iii)** penalties and delinquency charges; **(iv)** capital development, reimbursement, or recovery charges and the like; and **(v)** annexation or pre-annexation charges insofar as designated by the Corporate Authorities as paid for System connection or service; but excluding expressly **(a)** nonrecurring income from the sale of real estate; **(b)** governmental or other grants; **(c)** advances or grants made to or from the Issuer; **(d)** capital development, reimbursement, or recovery charges and the like; **(e)** annexation or preannexation charges; and **(f)** as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“Issuer” means the Village of Lemont, Cook, DuPage and Will Counties, Illinois.

“Net Revenues” means, with respect to the System, Gross Revenues minus Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of System services (including all payments by the Issuer pursuant to long term contracts for such services) and all reasonable administrative fees and expenses; but excluding debt service, depreciation, or any reserve requirements; and any costs of extending or enlarging the System or engineering expenses in anticipation thereof or in connection therewith; and otherwise as determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“Outstanding Bonds” means the Bonds, other Alternate Bonds and Parity Bonds which are outstanding and unpaid; provided, however, such term shall not include the Bonds, Parity Bonds or other Alternate Bonds: (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Issuer by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal and interest of which will be sufficient to pay at maturity or as called for redemption all the principal of and applicable premium on such Bonds, other Alternate Bonds and Parity Bonds and will not result in the loss of the exclusion from gross income of the interest thereon under Section 103 of the Code.

“Parity Bonds” means bonds or any other obligations to be issued subsequent in time to the Bonds and which will share ratably and equally in one or more of the sources of the Pledged Revenues with the Bonds and other Alternate Bonds and either qualify as Alternate Bonds or if revenue bonds do not adversely affect the Alternate Bond qualification of the Bonds.

“Pledged Revenues” means the Net Revenues of the System, constituting **“enterprise revenues,”** and, if not deleted in a Bond Order, Sales Taxes and/or Revenue Sharing Receipts, each constituting a **“revenue source,”** under the Local Government Debt Reform Act.

“Pledged Taxes” shall have the meaning in Sections 8 and 10.

“Prior Obligations” and **“Prior Ordinance”** each shall have the meaning set forth in the recitals in the preamble to this ordinance.

“Project” means the acquisition, construction and installation of System facilities, and related improvements and facilities, as more fully set forth in the recitals in the preamble to this ordinance.

“Purchase Agreement” means the Bond purchase contract to be entered into by and between the Issuer and the Underwriter in connection with the Bonds.

“Qualified Investments” means legal investments by the Issuer under applicable law.

“Refunding”, “Refunding Account”, “Refunding Agent” and **“Refunding Agreement”** each shall have the meaning set forth in the recitals in the preamble to this ordinance.

“Revenue Sharing Receipts” shall have the meaning set forth in the recitals in the preamble to this ordinance.

“Rule 15c2-12” shall have the meaning set forth in the recitals in the preamble to this ordinance.

“**Sales Taxes**” shall have the meaning set forth in the recitals in the preamble to this ordinance.

“**System**” shall have the meaning set forth in the recitals in the preamble to this ordinance.

“**Underwriter**” means Bernardi Securities, Inc., Chicago, Illinois, the initial purchaser and underwriter in connection with the Bonds.

“**Yield**” or “**yield**” means yield computed under Section 1.148-4 of the Income Tax Regulations for the Bonds, and yield computed under Section 1.148-5 of the Income Tax Regulations for an investment.

“**Yield Reduction Payments**” or “**yield reduction payments**” shall have the meaning in Income Tax Regulations Section 1.148-5(c).

“**Yield Restricted**” or “**yield restricted**” with reference to an obligation means that the yield thereon is limited to the yield on the Bonds.

Section 2. Authority and Purpose. This ordinance is adopted pursuant to the Constitution and applicable laws of the State of Illinois, including the Act, for the purpose of refinancing the Project by the Refunding, and related costs and expenses.

Section 3. Authorization and Terms of Bonds. To meet all or a part of the estimated costs of the Refunding and related costs, there is hereby allocated a sum of up to \$4,000,000, to be derived from the proceeds of the Bonds. For the purpose of financing all or a part of such allocation, Bonds of the Issuer shall be issued and sold in the aggregate principal amount set forth above, shall each be designated “**General Obligation Waterworks and Sewerage Refunding Bond (Alternate Revenue Source), Series 2012C**”, and shall be issuable in the denomination of \$5,000 each or any authorized integral multiple thereof. The Bonds shall be and constitute Alternate Bonds and are “**general obligation bonds**”.

(a) **General Terms.** The Bonds shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Bonds. As determined in an order to authenticate, the Bonds shall be dated as of or before the date or dates of the issuance and delivery thereof as acceptable to the Underwriter. The Bonds are hereby authorized to bear interest at the rates percent per annum (not to exceed 5.0%) and shall mature in the principal amount on December 1 of each of the years, commencing not before 2012 and ending not later than 2024, as shall be specified in a Bond Order (as provided below), but not to exceed \$4,000,000 in the aggregate principal amount.

Each Bond shall bear interest from its date, or from the most recent interest payment date to which interest has been paid, computed on the basis of a 360-day year consisting of twelve 30-day months, and payable in lawful money of the United States of America

semiannually on each June 1 and December 1, commencing on or after December 1, 2012, at the rate or rates percent per annum herein authorized. The Issuer shall provide sufficient moneys to the Paying Agent to pay the principal of and/or interest on the Bonds at least two business days prior to each such June 1 and December 1. The Bonds shall bear interest at such rates and mature in the principal amount in each year, but not exceeding \$4,000,000 in the aggregate, and have such other terms and provisions, as set forth in a Bond Order. For purposes of the foregoing and otherwise in this ordinance, the term “**Bond Order**” shall mean a certificate signed by the Village President, and attested by the Village Clerk and under the seal of the Issuer, setting forth and specifying details of the Bonds, including, but not limited to, identification of the Bond Registrar and/or Paying Agent and/or Refunding Agent, and Bond insurer (the “**Insurer**”) issuing a bond insurance policy or other credit facility (the “**Policy**”), deletion of Sales Taxes and/or Revenue Sharing Receipts as a “**revenue source**”, payment dates, call dates, final interest rates, optional and mandatory call provisions, reoffering premium, original issue discount (“**OID**”), and the final maturity schedule, specification of Prior Obligations to be refunded and specification of Pledged Taxes. The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the designated corporate trust office of the financial institution under this ordinance to act as the Paying Agent for the Bonds (including its successors, the “**Paying Agent**”). Interest on the Bonds shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the financial institution designated in this ordinance to act as Bond Registrar on behalf of the Issuer for such purpose (including its successors, the “**Bond Registrar**”), at the principal corporate trust office of the Bond Registrar as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding the applicable interest payment date. Interest on the Bonds shall be paid by check or draft mailed by the Paying Agent to such registered owners at their addresses appearing on the registration books.

(b) **Redemption.** The Bonds are subject to redemption, if at all, as follows:

(i) **Optional.** Bonds maturing on and after December 1 of the year specified in a Bond Order are subject to redemption prior to maturity at the option of the Issuer in whole or in part on any date or in part on any interest payment date on and after December 1 of the year specified in a Bond Order at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date, in the principal amount from such maturities or in any order of maturity, as the Issuer shall specify (but in inverse order of there is no such specification), less than all of the Bonds of a single maturity to be selected by lot as the Bond Registrar determines, on the applicable redemption date and at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the redemption date.

(ii) **Mandatory Redemption.** Bonds maturing on December 1 of the year or years specified in a Bond Order as Term Bond are Term Bonds (collectively, the “**Term Bonds**”), and are subject to mandatory sinking fund redemption in the principal amount on December 1 of the years as specified, and not otherwise.

At its option before the 45th day (or such lesser time acceptable to the Bond

Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds the Issuer by furnishing the Bond Registrar and the Paying Agent as appropriate certificate of direction and authorization executed by the Village President or Village Administrator or Village Clerk may: **(i)** deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or **(ii)** furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or **(iii)** received a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

(iii) Procedure. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) shall notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. No such notice shall be required under (ii). For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected at least thirty (30) days prior to the redemption date by the Bond Registrar from the outstanding Bonds of the longest maturity or maturities by such method as the Bond Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portion of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner or owners of the Bonds to be redeemed, presentment being deemed conclusively a waiver, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner or owners of the Bond or Bonds to be redeemed at the addresses shown on the Bond Register or at such other address as is furnished in writing by such registered owner or owners to the Bond Registrar.

All notices of redemption shall state: **(1)** the redemption date; **(2)** the redemption price; **(3)** if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts in integral multiples of \$5,000) of the Bonds to be redeemed; **(4)** that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and, upon the deposit of funds therefor with the Paying Agent, that interest thereon shall cease to accrue from and after

such redemption date; and **(5)** the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall on the redemption date become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall not have sufficient funds so on deposit for the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with the notice therefor, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner thereof an new Bond or Bonds of the same maturity in the amount of the unpaid principal.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

In addition to the foregoing notice, further notice may (but is not required to) be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus: **(a)** the CUSIP numbers or other identifying number of all Bonds being redeemed; **(b)** the date of issue of the Bonds as originally issued; **(c)** the rate of

interest borne by each Bond being redeemed; **(d)** the maturity date of each Bond being redeemed; and **(e)** any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption shall be sent at least thirty (30) days before the redemption date to all registered securities depositories then holding any of the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP or other identifying number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the Issuer a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

(c) Transfer. The Bond Registrar shall not be required to exchange or transfer any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date to such interest payment date, or to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, or during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

(d) Parity Bonds. Parity Bonds may be issued pursuant to the terms as may be determined at the time of authorization thereof.

Section 4. Related Agreements and Official Notice. The Purchase Agreement, Arbitrage Regulation Agreement, Disclosure Agreement, Refunding Agreement and the Issuer's Official Statement in connection with the Bonds, in substantially the forms thereof **(i)** presented before the meeting of the Corporate Authorities at which this ordinance is adopted or **(ii)** customary to transactions such as the Bonds and the Refunding, shall be and are hereby authorized. All things done with respect to the preparation of the Official Statement and by the Issuer's Village President, Village Administrator, Village Clerk, Village Treasurer, Village Attorney, and other officers, in connection with the issuance and sale of the Bonds, shall be and are hereby in all respects ratified, confirmed and approved. The Village President, Village Administrator, Village Clerk, Village Treasurer, Village Attorney and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed for or on behalf of the Issuer, each and every thing necessary for the issuance of the Bonds, including the proper execution, delivery and performance of the Purchase Agreement, Disclosure Agreement, Arbitrage Regulation Agreement, and Refunding Agreement and related instruments and certificates, by the Issuer and the purchase by and delivery of the Bonds to or at the direction of the Purchaser. No elected or appointed officer of the Issuer is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation in the Purchase Agreement.

The Underwriter is hereby authorized to pay for the Bonds in whole or in part, as the case may be, and receive a credit therefor against the purchase price for the Bonds, by directly paying for a Policy and other costs of issuance of the Bonds, from Bond proceeds. The Issuer hereby authorizes the use of the Official Statement related to offering the Bonds for sale.

Section 5. Execution and Authentication. Each Bond shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its Village President and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed, impressed or otherwise reproduced or placed thereon and attested by the manual or authorized facsimile signature of its Village Clerk. Temporary Bonds, preliminary to the availability of Bonds in definitive form, shall be and are hereby authorized and approved.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bond shall cease to hold such office before the issuance of such Bond, such Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bond had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the Issuer by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not hold such office. No recourse shall be had for the payment of any Bonds against the Village President or any member of the Board of Trustees or any officer or employee of the Issuer (past, present or future) who executes the Bonds, or on any other basis.

Each Bond shall bear thereon a certificate of authentication executed manually by the Bond Registrar. No Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Bond Registrar. Such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Transfer, Exchange and Registration. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein.

(a) **General.** Each Bond shall be transferable only upon the registration books maintained by the Bond Registrar on behalf of the Issuer for that purpose at the principal corporate trust office of the Bond Registrar by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Bond, the Issuer shall execute and the Bond Registrar shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee of the same aggregate principal amount, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal corporate trust office of the Bond Registrar, with a written instrument satisfactory to the Bond Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate and of the denomination of \$5,000 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of Bonds, the Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Bonds.

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

The Village President or Village Administrator or Village Treasurer may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Village President or Village Administrator or Village Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall hereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been retired.

(b) Book-Entry-Only Provisions. Unless otherwise provided in a Bond Order, the Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in a street name (initially “**Cede & Co.**” for DTC) of the securities depository (the “**Depository**”, initially The Depository Trust Company of New York, New York (“**DTC**”), or any successor thereto), as nominee of the Depository. The outstanding Bonds from time to time may be registered in the Bond Register in a street name, as nominee of the Depository. If not already done, the Village President or Village Administrator or Village Treasurer is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “**Representation Letter**”). Without limiting the generality of the authority given to the Village President or Village Administrator or Village Treasurer with respect to entering into such Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (sometimes referred to as an “**Indirect Participant**” or “**Beneficial Owner**”). Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant or Indirect Participant or Beneficial Owner with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day (whether or not a business day) of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the

agreement among, as applicable, the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants (if known to the Issuer) of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(c) **Designation of Successor.** The Village President or Village Administrator or Village Treasurer may, as applicable in his or her discretion at any time, designate a bank or other qualified institution, duly authorized to do business as a Bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Village President or Village Administrator or Village Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

Section 7. Bond Registrar and Paying Agent. The Bond Registrar and Paying Agent with respect to this ordinance and the Bonds shall be Amalgamated Bank of Chicago, Chicago, Illinois, or otherwise as set forth in a Bond Order. The Issuer covenants that it shall at all times retain a Bond Registrar and Paying Agent with respect to the Bonds and shall cause to be maintained at the office of such Bond Registrar a place where Bonds may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where Bonds may be presented for payment, that it shall require that the Bond Registrar maintain proper registration books and that it shall require the Bond Registrar and Paying Agent to perform the other duties and obligations imposed upon each of them by this ordinance in a manner consistent with the standards, customs and practices concerning municipal securities. The Issuer may enter into appropriate agreements with the Bond Registrar and Paying Agent in connection with the foregoing, including as follows:

(a) to act as Bond Registrar, authenticating agent, Paying Agent and transfer agent as provided herein;

(b) to maintain a list of the registered owners of the Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(e) to give notices of redemption of any Bonds subject to redemption; and

(f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

In any event, (a) - (f) above shall apply to the Bond Registrar and Paying Agent.

The Bond Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this ordinance. The Bond Registrar by executing the certificate of authentication on any Bond shall be deemed to have certified to the Issuer that it has all requisite power to accept, and has accepted, such duties and obligations not only with respect to the Bond so authenticated but with respect to all of the Bonds. The Bond Registrar and Paying Agent are the agents of the Issuer for such purposes and shall not be liable in connection with the performance of their respective duties except for their own negligence or default. The Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds.

The Issuer may remove the Bond Registrar or Paying Agent at any time. In case at any time the Bond Registrar or Paying Agent shall resign (such resignation to not be effective until a successor has accepted such role) or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Bond Registrar or Paying Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or Paying Agent or of their respective properties or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Bond Registrar or Paying Agent, as the case may be. The Issuer shall mail or cause to be mailed notice of any such appointment made by it to each registered owner of Bonds within twenty (20) days after such appointment. Any Bond Registrar or Paying Agent appointed under the provisions of this Section 7 shall be a bank, trust company or other qualified professional with respect to such matters, authorized to exercise such functions in the State of Illinois.

Section 8. Alternate Bonds; General Obligations. The Bonds are and constitute Alternate Bonds under the Local Government Debt Reform Act, anticipated to be payable from Pledged Revenues. Under and pursuant to Section 15 of the Local Government Debt Reform Act, the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of, premium, if any, and interest on the Bonds; the Bonds shall be direct and general obligations of the Issuer; and the Issuer shall be obligated to levy ad valorem taxes upon all the taxable property within the Issuer's corporate limits, for the payment of the principal thereof and the interest thereon, without limitation as to rate or amount (such ad valorem taxes being the "**Pledged Taxes**").

If at any time Net Revenues are insufficient to pay debt service on the Bonds or the deposit to the Debt Service Subaccount under Section 12(d), the Issuer will levy and deposit to the Debt Service Subaccount sufficient Pledged Taxes to cover such insufficiency, including in the event Pledged Taxes are prematurely abated.

Pledged Revenues are hereby determined by the Corporate Authorities to be sufficient to provide for or pay in each year to final maturity of the Bonds all of the following: **(1)** costs of operation and maintenance of the utility or enterprise (i.e., the System), but not including depreciation, **(2)** debt service on all outstanding revenue bonds payable from enterprise revenues, **(3)** all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds, **(4)** other contractual or tort liability obligations, if any, payable from such enterprise revenues, and **(5)** in each year, an amount not less than 1.25 times debt service of all **(i)** alternate bonds payable from such enterprise revenues previously issued and outstanding and **(ii)** alternate bonds proposed to be issued. To the extent payable from one or more revenue sources, the Pledged Revenues shall be and, with appropriate System rates already adopted and in effect prior, are hereby determined by the Corporate Authorities to provide in each year, an amount not less than 1.25 times debt service (as defined in Section 2 of the Local Government Debt Reform Act) of alternate bonds payable from such revenue sources previously issued and outstanding and alternate bonds proposed to be issued. Such conditions enumerated need not be met for that amount of debt service (as defined in Section 2 of the Local Government Debt Reform Act) provided for by the setting aside of proceeds of bonds or other moneys at the time of the delivery of such bonds. The Pledged Revenues (including as defined in Section 2 of the Local Government Debt Reform Act) are hereby determined by the Corporate Authorities to provide in each year Operation and Maintenance Expenses, depreciation and reserve requirements and an amount not less than 1.25 times debt service (as defined in Section 2 of the Local Government Debt Reform Act) of all of the Bonds.

The determination of the sufficiency of the Pledged Revenues (including as defined in Section 2 of the Local Government Debt Reform Act) is presently supported by reference to the most recent audit of the Issuer, which is for a Fiscal Year ending not earlier than 18 months previous to the time of issuance of the alternate Bonds. If for any reason prior issuance of and delivery of the Bonds, such audit does not adequately show the sufficiency of such Pledged Revenues, to the extent required by applicable law, and not otherwise, the determination of sufficiency shall be required to be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what Pledged Revenues will be greater than as shown in the audit. Whenever the sufficiency of Pledged Revenues is demonstrated by reference to higher rates or charges and fees for enterprise revenues (with respect to the use of the services of the System constituting the Pledged Revenues, including as defined in Section 2 of the Local Government Debt Reform Act), such higher rates or charges and fees with respect to the use of the services of the System shall have been properly imposed by an ordinance adopted prior to the time of delivery of the Bonds.

Section 9. Form of Bonds. The Bonds shall be issued in fully registered form conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Bonds are printed. The Bonds shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and shall be in substantially the form, as follows:

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**UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTIES OF COOK, DUPAGE AND WILL
VILLAGE OF LEMONT**

**GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BOND
(ALTERNATE REVENUE SOURCE)**

:See Reverse Side for :
:Additional Provisions:

SERIES 2012C

REGISTERED NO. _____

REGISTERED
\$ _____

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP:

Registered Owner:

Principal Amount:

KNOW ALL BY THESE PRESENTS that the Village of Lemont, (the “**Issuer**”) situated in The Counties of Cook, DuPage and Will, in the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, subject to the provisions of the Issuer’s proceedings authorizing this Bond and each Bond of the series of which it is one, the Principal Amount set forth above on the Maturity Date specified above, and to pay interest on such Principal Amount from the later of the Dated Date hereof or the most recent interest payment date to which interest has been paid, at the Interest Rate per annum set forth above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America semiannually on the first day of June and December in each year, commencing _____, 201__, until the Principal Amount hereof shall have been paid, by check or draft mailed to the Registered Owner of record hereof as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose at the designated payment of Amalgamated Bank of Chicago, in Chicago, Illinois, as Bond Registrar (including its successors, the “**Bond Registrar**”). This Bond, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the designated principal corporate trust office of Amalgamated Bank of Chicago, in Chicago, Illinois, as Paying Agent (including its successors, the “**Paying Agent**”). Although it is expected, and has been certified, that the Bonds are to be paid from the receipts derived by the Issuer from Net Revenues[, Sales Taxes and/or Revenue Sharing Receipts], constituting Pledged Revenues (as

each such term is defined in the hereinafter defined Bond Ordinance authorizing this Bond), which Pledged Revenues are pledged to the payment thereof, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount, are irrevocably pledged for the punctual payment of the principal of and interest on this Bond and each Bond of the series of which it is a part, according to the terms thereof. The Bonds are and constitute Alternate Bonds and are **“general obligation bonds.”**

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$_____, which are all of like tenor, except as to maturity, interest rate and right of redemption, and which are authorized and issued under and pursuant to the Constitution and laws of the State of Illinois, including the Illinois Municipal Code and Section 15 of the Local Government Debt Reform Act (Section 350/15 of Chapter 30 of the Illinois Compiled Statutes, in connection with **“alternate bonds”**, as supplemented and amended, including by the Registered Bond Act, the Illinois Bond Replacement Act, the Bond Authorization Act and the applicable laws authorizing the Pledged Revenues), and pursuant to and in accordance with Ordinance No. _____ adopted by the Issuer’s President and Board of Trustees on _____, 2012, and entitled: **“An Ordinance Authorizing the Issuance of General Obligation Waterworks and Sewerage Refunding Bonds (Alternate Revenue Source), Series 2012C, of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, Providing the Details of Such Bonds and For Alternate Revenue Sources and the Levy of Direct Annual Taxes Sufficient to Pay the Principal of and Interest on such Bonds, and Related Matters”**. The Bonds are issued to refinance certain waterworks and sewerage system facilities, and related costs and expenses, by refunding certain prior alternate bonds, as provided in the Bond Ordinance.

[Insert and adapt, as applicable: Bonds maturing on December 1 of the years 20__ and 20__ are Term Bonds (the **“Term Bonds”**), subject to mandatory sinking fund redemption in the principal amount on December 1 of each of the years, as follows:

<u>Dec. 1, 20__ Term Bonds</u>		<u>Dec. 1, 20__ Term Bonds</u>	
<u>Year</u>	<u>Principal Amount(\$)</u>	<u>Year</u>	<u>Principal Amount(\$)</u>

*To be paid at maturity unless previously retired.]

[Insert and adapt, as applicable: Bonds maturing on and after December 1, 20__, are subject to redemption prior to maturity at the option of the Issuer in whole or in part on any date on and after December 1, 20__, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date, in the principal amount from such maturities or in any order of maturity, as the Issuer shall specify (but in inverse order of there is no such specification), less than all of the Bonds of a single maturity to be selected by lot as the Bond Registrar determines, on the applicable redemption date and at a redemption price equal to the principal amount to be so redeemed, plus accrued interest to the redemption date. OR: The Bonds are not subject to optional redemption prior to maturity.]

This Bond is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or by such Registered Owner's duly authorized attorney, and thereupon a new registered Bond or Bonds, in the denomination of \$5,000 or any authorized integral multiple thereof and of the same aggregate principal amount as this Bond shall be issued to the transferee in exchange therefor. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of any authorized denomination.

The Bond Registrar shall not be required to exchange or transfer any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date to such interest payment date[, or to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, or during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds]. The Issuer or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Bond. No other charge shall be made for the privilege of making such transfer or exchange. The Issuer, the Paying Agent and the Bond Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent or the Bond Registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of any Bonds against the Village President, any member of the Board of Trustees or any other officer or employee of the Issuer (past, present or future) who executes any Bonds, or on any other basis. The Issuer may remove the Bond Registrar or Paying Agent at any time and for any reason and appoint a successor.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

The Issuer has designated the Bonds as **“qualified tax-exempt obligations”** under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Bond in order to make it a legal, valid and binding general obligation of the Issuer have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of Bonds of which this Bond is one, together with all other indebtedness of the Issuer is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the Village of Lemont, Cook, DuPage and Will Counties, Illinois, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Village President, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Village Clerk, all as of the Dated Date set forth above.

(SEAL)

VILLAGE OF LEMONT,
Cook, DuPage and Will Counties, Illinois

Attest:

Village Clerk

Village President

CERTIFICATE OF AUTHENTICATION

Dated: _____

This is one of the General Obligation Waterworks and Sewerage Refunding Bonds (Alternate Revenue Source), Series 2012C, described in the within mentioned Bond Ordinance.

AMALGAMATED BANK OF CHICAGO
Chicago, Illinois, as Bond Registrar

By: _____
Authorized Signer

**Bond Registrar
and Paying Agent:**

Amalgamated Bank of Chicago
Chicago, Illinois

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto

[Name, Address and Tax Identification Number of Assignee]
the within Bond and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated _____

Signature

Signature Guarantee:

(Name of Eligible Guarantor Institution as defined
by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Levy and Extension of Taxes. For the purpose of providing the money required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature, there shall be levied upon all the taxable property within the Issuer's corporate limits in each year while any of the Bonds shall be outstanding, a direct annual tax in the amount in each of the levy years commencing not before levy year 2012 and ending not later than levy year 2023, sufficient for that purpose, in addition to all other taxes, as shall be specified in a Bond Order.

To the extent lawful, interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein authorized; and when such Pledged Taxes shall have been collected, reimbursement shall be made to such fund or funds from which such advance was made in the amounts thus advanced.

As soon as this ordinance becomes effective, a copy hereof certified by the Village Clerk, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerks of Cook, DuPage and Will Counties, Illinois, who are hereby directed to ascertain the rate percent required to produce the aggregate Pledged Taxes herein authorized, and to extend the same for collection on the tax books in connection with other taxes levied in each of such years, in and by the Issuer for general corporate purposes of the Issuer, and in each of such years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for each of such years are levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the Bonds herein authorized as the same become due and payable.

The Issuer covenants and agrees with the registered owners of the Bonds that so long as any of the Bonds remain outstanding, unless and to the extent that there then shall be moneys irrevocably on deposit therefor in the Debt Service Subaccount of the Surplus Account, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy and collect the foregoing Pledged Taxes, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the foregoing Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Debt Service Subaccount established in Section 12(d) below to pay the principal of and interest on the Bonds. Whenever moneys are irrevocably on deposit in such Debt Service Subaccount (including by transfer from the Pledged Subaccount) to pay the principal of and/or interest on the Bonds, the Corporate Authorities or other authorized officer shall by appropriate supplemental proceedings or direct certification direct the abatement of the Pledged Taxes for the year with respect to which such Pledged Taxes have been levied to the extent of such deposit, and appropriate certification of such abatement shall be timely filed with each County Clerk in connection with such abatement. If for any reason there is abatement of such levy of taxes and the failure thereafter to pay debt service in respect of such abatement, the additional amount, together with additional interest accruing, shall be added to the tax levy in the year of, or the next year following, such failure.

Section 11. System Fund and Accounts. Upon the issuance of any of the Bonds, the System shall continue to be operated on a Fiscal Year basis. All of the revenues from any source whatsoever derived from the operation of the System, together with any other available funds therefor, shall be set aside as collected and be deposited in a separate fund and in an account in a bank to be designated or continued, as the case may be, by the Corporate Authorities, which fund is hereby created, designated or continued, as the case may be, as the Issuer's "**Waterworks and Sewerage Fund**" (the "**Fund**" or the "**System Fund**"), which shall constitute a trust fund for the purpose of carrying out the covenants, terms, and conditions of this ordinance, and shall be used only in paying operation and maintenance expenses of the System, providing adequate depreciation and reserve funds as herein provided, paying the principal of and interest on all revenue bonds and obligations of the Issuer which by their terms are payable solely from the revenues derived from the System, and providing for the establishment of an expenditure from the respective accounts as hereinafter described (provided that Pledged Taxes and/or Sales Taxes and/or Revenue Sharing Receipts, as applicable, shall be directly deposited or credited as herein required).

Section 12. Flow of Funds. There shall be deposited in and credited to the System Fund all revenues and income of the System as received, and all disbursements for the Operation and Maintenance Expenses of the System and all allocations and deposits to the following Accounts shall be made from the System Fund. There shall be and there are hereby ordered, created and established, or at the Issuer's option continued under the Prior Bond Ordinance, as the case may be, separate accounts and subaccounts to be known as the Waterworks and Sewerage System "**Operation and Maintenance Account**", "**Accounts Created Pursuant to Future Bond Ordinances**", "**Depreciation Account**", and "**Surplus Account**" (including therein a "**Debt Service Subaccount**", from which debt service on the Bonds is to be paid and into which, as the case may be, Pledged Taxes, and, as applicable, Sales Taxes and/or Revenue Sharing Receipts shall be directly deposited or credited and accounted for, and within such Debt Service Subaccount a "**Pledged Subaccount**" to hold Pledged Revenues as herein provided), to which there shall be deposited or credited on or before the first day of each month by the Issuer's Treasurer or other authorized financial officer of the Issuer, without any further official action or direction, in the order in which such accounts are hereinafter mentioned, all moneys held in the System Fund, in accordance with the following provisions:

(a) **Operation and Maintenance Account:** There shall be deposited and credited to the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in such Account, to establish a balance equal to an amount not less than the amount necessary to pay Operation and Maintenance Expenses for the then current month.

(b) **Accounts Created Pursuant to Future Bond Ordinances.** Future Bond Ordinances may create additional accounts in the System Fund for the payment and security of waterworks and sewerage revenue bonds that hereafter may be issued by the Issuer. Amounts in the System Fund shall be credited to and transferred from such accounts in accordance with the terms of the Future Bond Ordinances.

(c) **Depreciation Account:** Amounts shall be deposited into the Depreciation Account from time to time as the Corporate Authorities determine necessary to provide an adequate depreciation fund for the System. In Future Bond Ordinances, the Issuer may covenant to make specific monthly deposits to such Depreciation Account and to accumulate funds therein.

Amounts to the credit of the Depreciation Account shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs and replacements, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service and (ii) the payment of principal of or interest and applicable premium on any Outstanding Bonds at any time when there are no other funds available for that purpose in order to prevent a default and shall be transferred to the appropriate account for such purpose.

Future Bond Ordinances may provide for additional uses and transfers of the funds on deposit in the Depreciation Account.

(d) **Surplus:** All moneys remaining in the System Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in the above Accounts described in subsections (a) through (c), inclusive, shall be credited to the Surplus Account and then: (i) shall **first** be used to make up any subsequent deficiencies in any of the Accounts hereinabove named; (ii) shall **second**, after depositing all accrued interest received on the sale of the Bonds on or before the second business day of the Issuer preceding the first day of each month there shall be first credited to or deposited into a **“Debt Service Subaccount,”** (within which there shall be a further (A) **“Pledged Taxes Subaccount”** into which any Pledged Taxes shall be directly credited or deposited, and, as applicable, a (B) **“Revenue Source Subaccount”** into which, as applicable, Sales Taxes and/or Revenue Sharing Receipts shall be credited or deposited), from Net Revenues, a pro rata amount (not less than 1/6) in Pledged Revenues of the installment of interest coming due on the next succeeding interest payment date and such that the tax levy in Section 10 can be timely abated (the aggregate being the **“Interest Requirement”** for the applicable period) on the then Outstanding Bonds plus a pro rata amount (not less than 1/12) of the installment of principal coming due on the then Outstanding Bonds on the next succeeding principal payment or mandatory redemption date on the then Outstanding Bonds and such that the tax levy in Section 10 can be timely abated (the aggregate being the **“Principal Requirement”** for the applicable period), and Pledged Revenues shall be so credited in full to the Debt Service Subaccount until the Principal Requirement and the Interest Requirement shall have been met, after which no such deposits shall be required, and such moneys may be applied to any other lawful System or corporate purposes; and except as hereinafter provided, moneys to the credit of the Debt Service Subaccount shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds as the same become due or upon maturity or mandatory redemption; and (iii) **third**, at the discretion of the Corporate Authorities, shall be used, if at all, for one or more of the following purposes (and not for any general corporate purposes) without any priority among them:

(1) For the purpose of constructing or acquiring repairs, replacements, renewals, improvements or extensions to the System; or

(2) For the purpose of calling and redeeming Outstanding Bonds; or

(3) For the purpose of purchasing any Outstanding Bonds; or

(4) For the purpose of paying principal of and interest on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, renewals, improvements and extensions to the System; or

(5) For any purpose enumerated in any Future Bond Ordinance; or

(6) For any other lawful purpose.

(f) **Investments:** Money to the credit of the System Fund prior to the monthly accounting and to the credit of the Operation and Maintenance Account may be invested in Qualified Investments pursuant to any authorization granted to municipal corporations by Illinois statute or court decision. Money to the credit of the Debt Service Subaccount may duly be invested from time to time by the Treasurer of the Issuer in Qualified Investments, as follows: (i) interest bearing bonds, notes or other direct full faith and credit obligations of the United States of America, (ii) obligations unconditionally guaranteed as to both principal and interest by the United States of America, or (iii) certificates of deposit or time deposits of any bank, as defined by the Illinois Banking Act, or savings and loan association provided such bank or savings and loan association is insured by the Federal Deposit Insurance Corporation (FDIC) or a successor corporation to FDIC, and provided further that the principal of such deposits is secured by a pledge of obligations as described in clauses (f) (i) and (f) (ii) above in the full principal amount of such deposits, and otherwise collateralized in such amount and in such manner as may be required by law. Such investments shall be sold from time to time by such Treasurer as funds may be needed for the purpose for which such accounts have been created.

All interest on any funds so invested shall be credited to the applicable fund, account or subaccount of the System Fund for which the investment was made and is hereby deemed and allocated as expended with the next expenditure or expenditures of money from such applicable fund, account or subaccount of the System Fund; provided, however, the Issuer shall credit such interest in such manner as to not cause the Bonds to be “**arbitrage bonds**” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and applicable Income Tax Regulations.

Moneys in any of such accounts shall be invested by the Treasurer, if necessary, in investments restricted as to yield, which investments may be in U.S. Treasury Securities - State and Local Government Series, if available, and to such end the Treasurer shall refer to any investment restrictions covenanted by the Issuer or any officer thereof as part of

the transcript of proceedings for the issuance of the Bonds, and to appropriate opinions of counsel.

(g) **Bona Fide Debt Service Fund**: Moneys preliminary to deposit in subsection (d) above and used to abate Pledged Taxes under Section 10 above, which if deposited into the Debt Service Subaccount would disqualify such Debt Service Subaccount as a “**bona fide debt service fund**” shall be held in a separate Pledged Subaccount (the “**Pledged Subaccount**”) of the Debt Service Subaccount and the investment yield thereon subject to yield restriction and to yield reduction payments.

Section 13. Bond Proceeds Account. Unless applied directly by the Underwriter to directly pay for, as applicable, a Policy and other costs of issuance of the Bonds, as is hereby approved, all of the proceeds derived from the sale of the Bonds (exclusive of accrued interest) shall be deposited in the “**Bond Proceeds Account (2012)**” (the “**Bond Proceeds Account**”), which is hereby established as a special account of the Issuer, within which there shall be a “**Refunding Account**” for the Refunding and a “**Proceeds Account**” for issuance costs and excess proceeds, if any. Moneys in the Bond Proceeds Account shall be used for the purposes specified in Section 1 of this ordinance (that is, the costs of refinancing the Project by the Refunding and for the payment of costs of issuance of the Bonds), but may hereafter be reallocated and used for other lawful purposes in accordance with the Waterworks and Sewerage Revenue Source Act. Before any such reallocation shall be made, there shall be requested and filed with the Village Clerk an opinion of Evans, Froehlich, Beth & Chamley, Champaign, Illinois, or other nationally recognized Bond counsel (“**Bond Counsel**”) to the effect that such reallocation is authorized and will not adversely affect the tax-exempt status of the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended. Unless directly applied, including as set forth above, concerning the Refunding and funding of costs of issuance of the Bonds, moneys in the Bond Proceeds Account shall be withdrawn from time to time as needed for the payment of costs and expenses incurred or advanced by the Issuer in connection with the Project or, as approved by a written opinion of Bond Counsel, other authorized System facilities and for paying the fees and expenses incidental thereto. Moneys shall be withdrawn from a depository in connection with such funds from time to time by the Treasurer or other authorized financial officer of the Issuer only upon submission to such officer of the following:

A duplicate copy of the order signed by the Village President, Village Administrator or Village Treasurer, or such other officer(s) as may from time to time be by law authorized to sign and countersign orders of the Issuer, stating specifically the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Corporate Authorities.

Within sixty (60) days after completion of the authorized System facilities the Village President, or Village Administrator shall certify to the Corporate Authorities the fact that any work has been completed, and after all costs have been paid, the Village President or Village Administrator shall execute a completion certificate and file it in the records of the Issuer certifying that such authorized System facilities have been completed and that all costs have been paid; and, if at that time any funds remain in the Bond Proceeds Account, the same shall be

transmitted by the depository to the Village Treasurer or other authorized financial officer of the Issuer, and such officer shall credit such funds to the Debt Service Subaccount, or with an approving written opinion of Bond Counsel, otherwise as the Corporate Authorities direct.

Section 14. Arbitrage Rebate. The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America to the extent that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds under Section 103 of the Internal Revenue Code of 1986, as amended. There is hereby authorized to be created, as necessary, a separate and special account known as the “**Rebate Account**”, into which there shall be deposited as necessary investment earnings to the extent required so as to maintain the tax-exempt status of the interest on the Bonds under Section 148(f) of the Internal Revenue Code of 1986, as amended. All rebates, special impositions (such as Yield Reduction Payments) or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from applicable excess earnings or other sources which are to be deposited into the Rebate Account.

Section 15. Investment Regulations. All investments shall be in Qualified Investments, unless otherwise expressly herein provided. No investment shall be made of any moneys in the several accounts and subaccounts of the System Fund except in accordance with the tax covenants and other covenants set forth in Section 16 of this ordinance. All income derived from such investments in respect of moneys or securities in any fund, account or subaccount shall be credited in each case to the fund, account or subaccount in which such moneys or securities are held.

Any moneys in any fund, account or subaccount that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The Issuer’s Treasurer and agents designated by such officer are hereby authorized to submit on behalf of the Issuer subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 16. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Bonds and the use of Bond proceeds. The certifications and representations made herein and at the time of the issuance of the Bonds are intended, and may be relied upon, as certifications and expectations described in Section 1.148-0 *et seq.* of the Income Tax Regulations dealing with arbitrage and rebate (the “**Regulations**”). The covenants and agreements contained herein and at the time of the issuance of the Bonds are made for the benefit of the registered owners from time to time of the Bonds. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(a) The Bonds are being issued to pay the costs of refinancing the Project by the Refunding and related costs and expenses, and all of the amounts received upon the sale of the Bonds, plus all investment earnings thereon (the “**Proceeds**”) are needed for the purpose for which the Bonds are being issued. The Project immediately commenced

upon issuance of the Prior Obligations and was diligently completed within 3 years. The Issuer incurred within 6 months of issuance of the Prior Obligations Project costs in an amount equal to at least 5% of the Prior Obligation proceeds.

(b) The Issuer immediately proceeded with and diligently concluded the Project, within the 3-year temporary period therefor. The Refunding is to be immediately funded upon issuance of the Bonds.

(c) The Issuer has on hand no funds which could legally and practically be used for the Refunding which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for the Refunding, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Bonds is being issued solely for the purpose of investing the Proceeds at a Yield higher than the Yield on the Bonds. For purposes of this Section, “Yield” means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to the purchase price of the Bonds, including accrued interest, and the purchase price of the Bonds is equal to the first offering price at which more than 10% of the principal amount of each maturity of the Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriter or wholesalers).

(d) Net principal proceeds of the Bonds will be applied directly (i) to the Refunding, (ii) to costs of issuance of the Bonds or (iii) deposited in the Bond Proceeds Account and used to pay authorized costs and costs of issuance of the Bonds, and any accrued interest and premium received on the delivery of the Bonds, and other funds of the Issuer to pay debt service to June 1, 2013, will be deposited in or credited to the Debt Service Subaccount and used to pay the first interest due on the Bonds. Earnings on the investment of moneys in any fund, account or subaccount will be credited to that fund, account or subaccount. Costs of issuance costs of the Bonds may be paid directly upon issuance of the Bonds or from the Bond Proceeds Account, and no other moneys are expected to be deposited in the Bond Proceeds Account. Moneys in the Depreciation Account may be applied to pay debt service on the Bonds in the event there shall be an insufficiency in the Debt Service Subaccount. However, due to the expected application of such moneys to pay costs of replacement, repair and extraordinary maintenance of System facilities, it is unlikely such moneys will be available for such purpose. Interest on and principal of the Bonds will be paid from the Debt Service Subaccount. No Proceeds will be used more than 30 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(e) The Debt Service Subaccount is established to achieve a proper matching of revenues and earnings with debt service in each bond year. Other than any amounts held

to pay principal of matured Bonds that have not been presented for payment, it is expected that any moneys deposited in the Debt Service Subaccount (except the Pledged Subaccount) will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Debt Service Subaccount (except the Pledged Subaccount) will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Bonds that have not been presented for payment, it is expected that the Debt Service Subaccount (except the Pledged Subaccount) will be depleted at least once a year, except for a reasonable carryover amount not to exceed the greater of (i) one-year's earnings on the investment of moneys in the Debt Service Subaccount (except the Pledged Subaccount), or (ii) in the aggregate one-twelfth (1/12th) of the annual debt service on the Bonds.

(f) Other than the Debt Service Subaccount, no funds or accounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(g) (i) All amounts on deposit in the Bond Proceeds Account or the Debt Service Subaccount or the Depreciation Account and all Proceeds, no matter in what funds or accounts deposited ("**Gross Proceeds**"), to the extent not exempted in (ii) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Bonds which will be available to pay, directly or indirectly, the Bonds or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (f) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Bonds plus, for amounts in the Bond Proceeds Account after the three-year temporary period, but only as expected to be applied to authorized System facilities and related costs, 1/8 of 1%, and within such three-year temporary period without restrictions.

(ii) The following may be invested without Yield restriction:

(A) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("**Tax-Exempt Obligations**");

(B) amounts deposited in the Debt Service Subaccount that are reasonably expected to be expended within 13 months from the deposit date and have not been on deposit therein for more than 13 months;

(C) amounts, if any, in the Bond Proceeds Account to be applied to System improvements prior to the earlier of completion (or abandonment) of such improvements or three years from the date of issue of the Bonds;

(D) an amount not to exceed 5% of Bond proceeds;

(E) all amounts for the first 30 days after they become Gross Proceeds (*e.g.*, date of deposit in any fund, account or subaccount securing the Bonds); and

(F) all amounts derived from the investment of Proceeds for a period of one year from the date received.

(h) Subject to (q) below, once moneys are subject to the Yield limits of (g)(i) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(i) As set forth in Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the Issuer is excepted from the required rebate of arbitrage profits on the Bonds because the Issuer is a governmental unit with general taxing powers, none of the Bonds is a **“private activity bond”** as defined in Section 139(a) of the Internal Revenue Code of 1986, as amended, all the net proceeds of the Bonds are to be used for the local government activities of the Issuer, and the aggregate face amount of all tax-exempt obligations (including **“qualified 501(c)(3) bonds”** and excluding other than **“private activity bonds”** as defined in Internal Revenue Code of 1986, as amended) issued by the Issuer and all subordinate entities thereof during the calendar year in which the Bonds are to be issued, including the Bonds, is reasonably expected to exceed \$5,000,000 under such Section 148(f)(4)(D). In this connection, and as to Yield Reduction Payments, as applicable, the Issuer will execute an Arbitrage Regulation Agreement, as applicable, and not otherwise.

(j) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(k) The payment of the principal of or the interest on the Bonds will not be, directly or indirectly **(A)** secured by any interest in **(i)** property used or to be used for a private business use by any person other than a state or local governmental unit, or **(ii)** payments in respect of such property, or **(B)** derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business use by any person other than a state or local governmental unit.

(l) None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(m) No user of the Project other than a state or local government unit will use the Project on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of the Project as a result of **(i)**

ownership, or **(ii)** actual or beneficial use pursuant to a lease or a management or incentive payment contract, or **(iii)** any other similar arrangement.

(n) Beginning on the 15th day prior to the Bond sale date, the Issuer has not sold or delivered, and will not sell or deliver, (nor will it deliver within 15 days after the date of issuance of the Bonds) any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Bonds or will be paid directly or indirectly from Proceeds.

(o) No portion of the Project is expected to be sold or otherwise disposed of prior to the last maturity of the Bonds.

(p) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(q) The Yield restrictions contained in (g) above or any other restriction or covenant contained herein need not be observed and may be changed if the Issuer receives an opinion of Bond Counsel to the effect that such non-observance or change will not adversely affect the tax-exempt status of interest on the Bonds to which the Bonds otherwise are entitled.

(r) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(s) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Bonds to be private activity bonds, arbitrage bonds or hedge bonds within the meaning of Sections 139, 148 or 149(g) of the Internal Revenue Code of 1986, as amended, and of applicable regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the registered owners of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with all present federal tax law and related regulations and with whatever federal tax law is adopted and regulations promulgated in the future which apply to the Bonds and affect the tax-exempt status of the Bonds.

Section 17. Further Assurances and Actions. The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Bonds, the same being the Village President, Village Administrator, Village Clerk and Village Treasurer of the Issuer, to make such further filings, covenants, certifications and supplemental agreements as may be necessary to assure that the use of the Project and the Bonds and related proceeds will not cause the Bonds to be private activity bonds, arbitrage bonds or hedge bonds and to assure that the interest on the Bonds will be excluded from gross income for federal income tax purposes. In connection therewith, the Issuer and the Corporate Authorities further agree: **(i)** through the officers of the Issuer, to make such further specific covenants, representations as shall be true, correct and complete, and assurances as may be necessary or advisable; **(ii)** to consult with Bond Counsel approving the Bonds and to comply with such advice as may be given; **(iii)** to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; **(iv)** to file such forms, statements, and supporting documents as may be required and in a timely manner; and **(v)** if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance, and **(vi)** to abate in whole or in part levied Pledged Taxes.

An Insurer's commitment with respect to a Policy and the terms and provisions of the Policy are hereby incorporated into this ordinance by this reference, as if set out in full at this place, including without limitation that any investment restrictions and limitations in the commitment and related to the Policy shall be deemed to be applicable restrictions and limitations on the investments authorized by this ordinance. A copy of the Insurer's commitment and standard package shall be attached to this ordinance, but any failure to so attach shall not abrogate, diminish or impair the effect thereof. In the event there is no Insurer or Policy, the reference herein to an Insurer or a Policy shall be given no effect.

Section 18. General Covenants. The Issuer covenants and agrees with the registered owners of the Outstanding Bonds, so long as there are any Outstanding Bonds (as defined herein), as follows:

(a) The Issuer will take all action necessary to impose, levy, collect, receive and apply the applicable Pledged Revenues and Pledged Taxes, in each case in the manner contemplated by this ordinance and that such Pledged Revenues are to be deposited into the Debt Service Subaccount and shall not be less than as shall be required under Section 15 of the Local Government Debt Reform Act to maintain the Bonds as Alternate Bonds.

(b) The Issuer covenants that it will, while any of the Bonds shall remain outstanding, apply System revenues and charge rates and fees for usage of the System, sufficient (together with other applicable Pledged Revenues) to provide for or pay each of the following in any given year: **(1)** cost of operation and maintenance of the System (but not including depreciation); **(2)** debt service on all outstanding revenue bonds payable from Pledged Revenues; **(3)** all amounts required to meet any fund or account requirements with respect to the Bonds or any other bonds payable from Pledged Revenues of the System; **(4)** other contractual or tort liability obligations, if any, payable from Pledged Revenues; and **(5)** in each year, an amount not less than 1.25 times the debt

service for all (i) alternate bonds payable from Pledged Revenues, including any previously issued and outstanding; and (ii) alternate bonds proposed to be issued and payable from one or more of the sources of Pledged Revenues, including the Bonds.

(c) Whenever the 125% coverage in subsection (b) above is not effected (and at least 100% from Net Revenues) or the Bonds at any time fail to qualify as Alternate Bonds not subject to any applicable debt limit under Section 15 of the Local Government Debt Reform Act or Pledged Taxes are extended and collected as in Section 10 hereof, the Issuer covenants to promptly have prepared a financial analysis of the System and the Pledged Revenues by an independent consulting accountant or other qualified professional employed for that purpose, and further, to send a copy of such analysis, when completed, upon request to the Underwriter of the Bonds along with a letter indicating what action the Issuer has taken responsive to such study and to comply with Section 15 of the Local Government Debt Reform Act.

(d) The Issuer will make and keep proper books and accounts (separate and apart from all other records and accounts of the Issuer), in which complete entries shall be made of all transactions relating to the Pledged Revenues and the operation of the System, and hereby covenants that within ninety (90) days following the close of each Fiscal Year, it will cause the books and accounts related to the Pledged Revenues and the System to be audited by independent certified public accountants. Such audit will be available for inspection by the owners of any of the Bonds. Upon availability, the Issuer will send the Purchaser a copy of such audit and of its general audit in each year. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein, shall, without limiting the generality of the foregoing, include the following:

(i) A balance sheet as of the end of such Fiscal Year, including a statement of the amount held in each of the accounts under this ordinance.

(ii) A list of all insurance policies in force at the end of the Fiscal Year, setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

(iii) The amount and details of all Outstanding Bonds.

(iv) The accountant's comments regarding the manner in which the Issuer has carried out the accounting requirements of this ordinance (including as to the Alternate Bond Status of the Bonds) and has complied with Section 15 of the Local Government Debt Reform Act, and the accountant's recommendations for any changes. It is further covenanted and agreed that a copy of each such audit shall be furnished upon completion to the Purchaser, and a summary thereof shall be furnished to the registered owner of any Bond upon request.

(e) The Issuer will keep its books and accounts in accordance with generally accepted fund reporting practices for local government entities and enterprise funds;

provided, however, that the monthly credits to the Debt Service Subaccount shall be in cash, and such funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this ordinance, investments shall be valued at the lower of the cost or market price on the valuation date thereof, which valuation date shall be not less frequently than annually.

(f) The Issuer will take no action in relation to the Pledged Revenues or the Pledged Taxes which would unfavorably affect the security of the Outstanding Bonds or the prompt payment of the principal and interest thereon or the 125% coverage required in subsection (b) above to maintain the Bonds as “**alternate bonds**” under Section 15 of the Local Government Debt Reform Act.

(g) The owner of any Bond may proceed by civil action to compel performance of all duties required by law and this ordinance.

(h) The Issuer will adopt a budget for the System prior to the beginning of each Fiscal Year, subject to all applicable state laws, providing for payment of all sums to be due in the Fiscal Year so as to comply with the terms of this ordinance. The budget may include in its estimate of income the use of available surplus moneys or other funds of the Issuer appropriated for such purposes. If during the Fiscal Year there are extraordinary receipts or payments of unusual cost, the Issuer will adopt an amended budget for the remainder of the Fiscal Year, providing for receipts or payments pursuant to this ordinance.

(i) The Issuer will carry insurance on the System of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the Issuer for the purpose of making such recommendations. All moneys received for loss under such insurance policies shall be deposited in a separate subaccount of the Bond Proceeds Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss. The payment of premiums for all insurance policies required under the provisions of this covenant in connection with the System shall be considered an Operation and Maintenance Expense.

The proceeds derived from any and all policies for workers’ compensation or public liability shall be paid into a separate subaccount of the Operation and Maintenance Account and used in paying the claims on account of which they were received.

(j) The Issuer will comply with the special covenants concerning Alternate Bonds as required by Section 15 of the Local Government Debt Reform Act and Section 15 of this ordinance.

(k) The Issuer will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons.

(l) After their issuance, to the extent lawful the Bonds shall be incontestable by the Issuer.

Section 19. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the registered owners of any and all of the Bonds. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this ordinance. This ordinance shall constitute full authority for the issuance of the Bonds, and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this ordinance shall control.

Section 20. Severability and No Contest. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance. Upon the issuance of the Bonds, neither the Bonds nor this ordinance, to the extent lawful, shall be subject to contest by or in respect of the Issuer.

Section 21. Bank Qualified Bonds. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Bonds as “**qualified tax-exempt obligations**” as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year in which the Bonds are to be issued will not exceed \$10,000,000 within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer covenants that it will not so designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in such calendar year. For purposes of this Section, the term “**tax-exempt obligation**” includes “**qualified 501(c)(3) Bonds**” (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other “**private activity bonds**” (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

Section 22. Repeal. All ordinances, resolutions or parts thereof in conflict herewith shall be and the same are hereby repealed to the extent of such conflict and this ordinance shall be in full force and effect forthwith upon its adoption.

Section 23. Effective Date. This ordinance shall become effective immediately upon its passage and approval in the manner provided by law, and upon its becoming effective and prior to the issuance of the Bonds a certified copy of this ordinance shall be filed with the County Clerk of each of Cook, DuPage and Will Counties, Illinois.

Upon motion by Trustee _____, seconded by Trustee _____, adopted this ____ day of _____, 2012, by roll call vote as follows:

Ayes (Names): _____

Nays (Names): _____

Absent (Names): _____

APPROVED: _____, 2012

ATTEST:

Village President

Village Clerk

(SEAL)

STATE OF ILLINOIS)
THE COUNTY OF COOK) SS.
VILLAGE OF LEMONT)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of its President and Board of Trustees (the “**Corporate Authorities**”).

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of a regular meeting of the Corporate Authorities held on the ____ day of _____, 2012, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION WATERWORKS AND SEWERAGE REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2012C, OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, PROVIDING THE DETAILS OF SUCH BONDS AND FOR ALTERNATE REVENUE SOURCES AND THE LEVY OF DIRECT ANNUAL TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS,

a true, correct and complete copy of which ordinance (the “**Ordinance**”) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the adoption of such Ordinance was duly moved and seconded, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Issuer’s website and at the Village Hall at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, this ____ day of _____, 2012.

(SEAL)

Village Clerk



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #94-12
Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-14 Lemont Plaza Resubdivision

DATE: August 22, 2012

SUMMARY

Lemont Plaza Parnters, LLC, owner of the subject site, have requested a resubdivision of the property at 1052-1150 Sate Street, commonly known as Lemont Plaza. The lots created by the resubdivision align with the existing buildings and outlots previously approved by the Village. The Planning and Zoning Commission unanimously recommend approval; staff also recommended approval. The Committee of the Whole reviewed the application on August 20, 2012; the committee favored the requested resubdivision.

BOARD ACTION

Vote on the attached resolution.

ATTACHMENTS

1. A Resolution Approving a Final Plat of Resubdivision for Property at 1052-1150 State Street in the Village of Lemont, IL.

**VILLAGE OF LEMONT
RESOLUTION No. _____**

**A RESOLUTION APPROVING A FINAL PLAT OF RESUBDIVISION FOR
PROPERTY AT 1052-1150 STATE STREET IN THE VILLAGE OF LEMONT, IL**

(Lemont Plaza Resubdivision)

**APPROVED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 27TH 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 27TH DAY OF
AUGUST, 2012**

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION APPROVING A FINAL PLAT OF RESUBDIVISION FOR
PROPERTY AT 1052-1150 STATE STREET IN THE VILLAGE OF LEMONT, IL**

(Lemont Plaza Resubdivision)

WHEREAS, Lemont Plaza Partners, LLC, hereinafter referred to as "the Petitioner," is of the subject property at 1052-1150 State Street in Lemont (PINs 22-29-307-012 and 013; 22-29-309-034, 035, and 036; and 22-29-310-004 and 008), hereinafter referred to as "the subject property" and legally described and depicted in the Plat of Subdivision titled "Lemont Plaza Partners, LLC Resubdivision," attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Petitioner submitted the Lemont Plaza Partners, LLC Resubdivision for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the plat of resubdivision is in substantial conformance with the physical development policies and standards of the Village of Lemont; and

WHEREAS, the President and Board of Trustees have determined that the proposed resubdivision is in the best interest of the Village of Lemont.

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that Lemont Plaza Partners, LLC Resubdivision 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 27TH DAY OF AUGUST, 2012.**

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Rick Sniegowski

Ron Stapleton

Jeanette Virgilio

APPROVED BY ME THIS 27TH DAY OF AUGUST, 2012

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

LEMONT PLAZA PARTNERS, LLC RESUBDIVISION

OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS
 22-29-307-012
 22-29-307-013
 22-29-309-034
 22-29-309-035
 22-29-309-036
 22-29-310-004
 22-29-310-008

LEGAL DESCRIPTION

PARCEL 1:
 THAT PART OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF, 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING WESTERLY ALONG LAST DESCRIBED COURSE A DISTANCE OF 213.00 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHWEST QUARTER, 372.92 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY PARALLEL WITH SAID EASTERLY LINE, 36.09 FEET; THENCE EASTERLY PARALLEL WITH THE SAID NORTH LINE, 213.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE, 190.79 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEND STREET DEDICATED AND RECORDED AS DOCUMENT NUMBER 24899513; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE, 429.34 FEET, MORE OR LESS, TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 367.00 FEET; THENCE WESTERLY ALONG SAID CURVE FOR AN ARC LENGTH DISTANCE OF 77.12 FEET, MORE OR LESS, TO THE POINT OF TANGENCY; THENCE NORTHWESTERLY ALONG SAID TANGENT, FOR A DISTANCE OF 109.49 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WARNER STREET DEDICATED AND RECORDED AS DOCUMENT NUMBER 24899513; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, 42.17 FEET, MORE OR LESS, TO THE POINT OF CURVATURE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 433.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, FOR AN ARC LENGTH DISTANCE 90.63 FEET, MORE OR LESS, TO THE POINT OF TANGENCY; THENCE NORTHERLY ALONG SAID TANGENT, 114.0 FEET TO A POINT LYING 322.08 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH ONE-HALF; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE, 200.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION, 50.0 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE, 181.86 FEET TO THE POINT OF BEGINNING IN THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS.

PARCEL 2:
 LOTS 1 AND 2, EXCEPT THE WEST 141.0 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THE NORTH 185.0 FEET OF THE EAST 125.0 FEET OF SAID LOT 1, ALL IN ESSICK PLAZA SUBDIVISION ADDITION TO THE VILLAGE OF LEMONT, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF (EXCEPT THE WEST 695.0 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE VACATED 66.0 FOOT KEEPATAW DRIVE LYING SOUTH OF AND ADJOINING SAID LOT 1 (EXCEPT THE WEST 141.0 FEET THEREOF) AND ALSO THE VACATED 33.0 FEET ROBERTA STREET LYING SOUTHERLY OF AND ADJOINING SAID LOT 2 (EXCEPT THE WEST 141.0 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:
 THE NORTH 185.0 FEET OF THE EAST 125.0 FEET OF LOT 1 IN ESSICK PLAZA SUBDIVISION ADDITION TO THE VILLAGE OF LEMONT, A SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

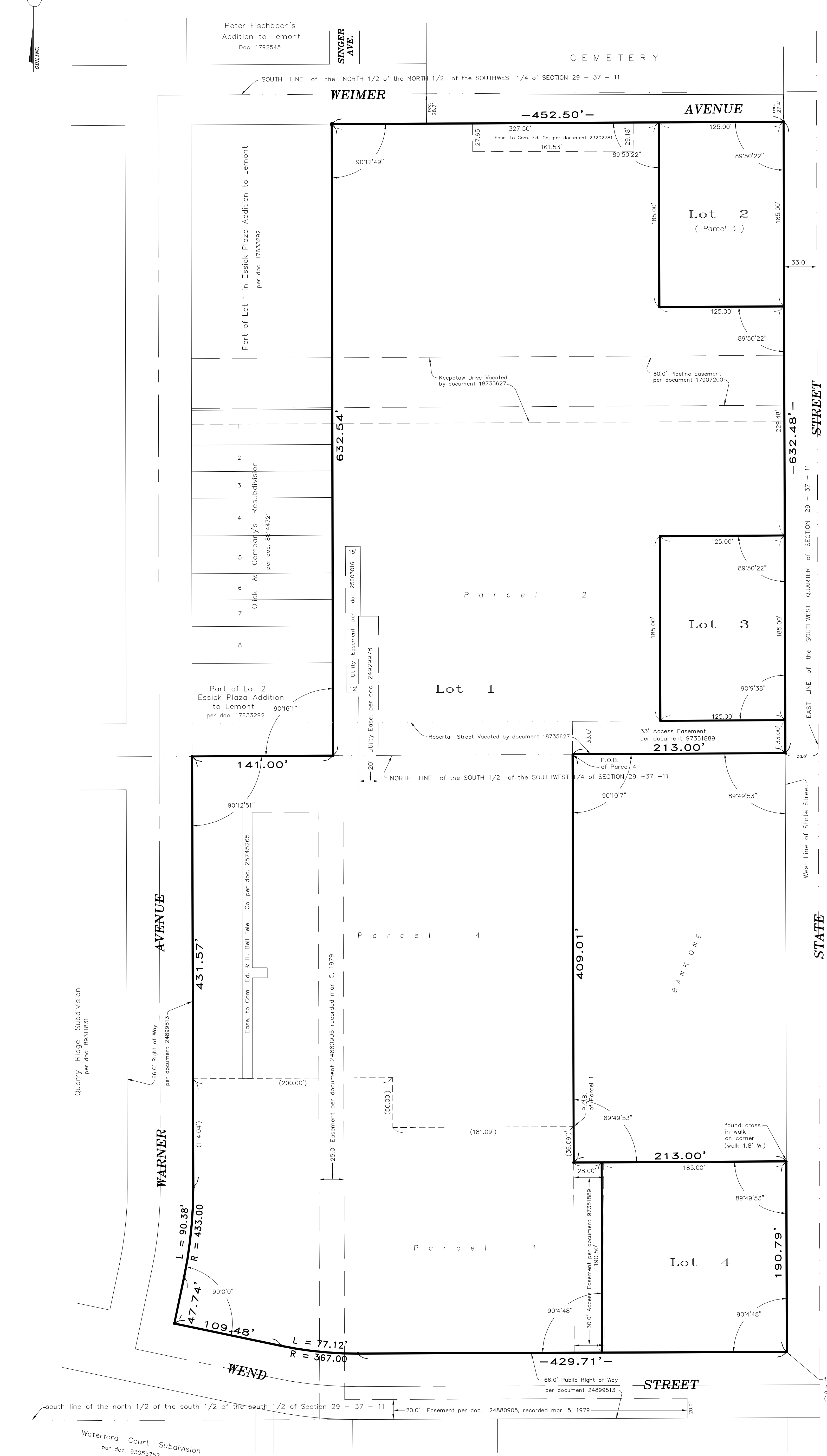
PARCEL 4:
 THAT PART OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED BY COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF, 33.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING WESTERLY ALONG LAST DESCRIBED COURSE, FOR A DISTANCE OF 213.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SOUTHWEST QUARTER, 372.92 FEET; THENCE WESTERLY PARALLEL WITH THE SAID NORTH LINE, 181.86 FEET; THENCE NORTHERLY PARALLEL WITH THE SAID NORTH LINE, 200.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF WARNER STREET DEDICATED AND RECORDED AS DOCUMENT 24899513; THENCE NORTHERLY ALONG SAID EASTERLY LINE, 322.88 FEET TO THE NORTH LINE OF SAID SOUTH ONE-HALF; THENCE EASTERLY ALONG SAID NORTH LINE, 381.30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS.

LOT CALCULATIONS

LOT 1 = 473,059 s.f.
 LOT 2 = 23,129 s.f.
 LOT 3 = 23,129 s.f.
 LOT 4 = 35,270 s.f.

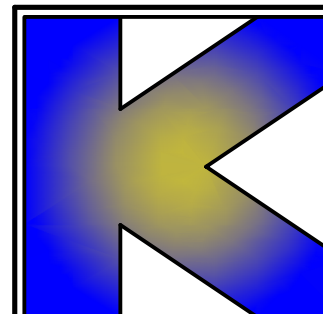
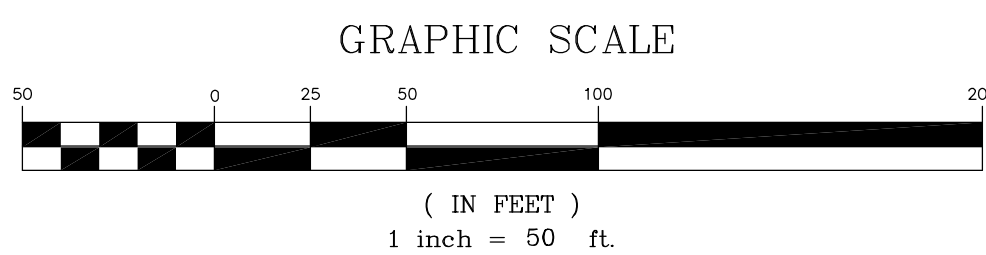
NOTES:

UNLESS OTHERWISE NOTED IRON PIPE SET / FOUND AT ALL LOT CORNERS, ANGLE POINTS OR POINTS OF CURVE



Prepared for: LEMONT PLAZA PARTNERS, LLC

SHEET 1 of 2



No.	Date	Revision Description	By:
2	7/19/12	staff review	MLK
1	7/06/12	Lot 3 revision	MLK

KRISCH LAND SURVEYING, LLC
 PROFESSIONAL DESIGN FIRM LICENSE No. 184-004233
 P.O. Box 929 • Plainfield, IL 60544 • Phone: 630.627.5589
 Fax: 630.627.5584
SURVEYING - CONSULTING - CONSTRUCTION LAYOUT
 Scale: 1" = 50' Drawn: MLK Chkd: GJK File# CAD File: 01065-2012-SUB

LEMONT PLAZA PARTNERS, LLC RESUBDIVISION

OWNER CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT LEMONT PLAZA PARTNERS, LLC, ARE THE OWNERS OF THE LAND HEREIN DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WE FURTHER CERTIFY THAT THERE ARE NO UNPAID DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AFFECTING THE LAND DESCRIBED AND SHOWN ON THIS RESUBDIVISION PLAT OR, IF ANY OF SAID INSTALLMENTS ARE NOT PAID, THEN SUCH INSTALLMENTS HAVE BEEN DIVIDED IN ACCORDANCE WITH THE RESUBDIVISION AND APPROVED BY THE COURT WHICH CONFIRMED THE SPECIAL ASSESSMENT AND THE PROPER COLLECTOR OF ANY SUCH SPECIAL ASSESSMENT HAS SO CERTIFIED SUCH DIVISION ON THE FACE OF THIS RESUBDIVISION PLAT

DATED THIS _____ DAY OF _____, A.D. 20____

BY: _____
NAME

ATTEST: _____
NAME

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

AND _____, RESPECTIVELY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE RESUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

MORTGAGEE CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF)

PNC BANK, AS MORTGAGEE OF THE DESCRIBED PROPERTY HEREBY CONSENTS TO AND APPROVES THE RESUBDIVISION SHOWN ON THE PLAT HEREON DRAWN.

THIS _____ DAY OF _____, 20____

BY: _____
NAME TITLE

ATTEST: _____
NAME TITLE

BANK ADDRESS: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

AND _____, RESPECTIVELY,

THE _____, AND _____, (TITLE) (TITLE) OF PNC BANK, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, AS SUCH

AND _____, (TITLE) (TITLE), RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THEIR FREE AND VOLUNTARY ACT OF SAID PNC BANK FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY CONSTRUCTION OF THIS RESUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH SUCH RESUBDIVISION HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE RESUBDIVISION.

DATED THIS _____ OF _____, 20____

OWNER /AGENT

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS IN THIS RESUBDIVISION, AS SHOWN BY THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED THIS _____ DAY OF _____, 20____

VILLAGE ENGINEER

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF)

THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE, THE UNDERSIGNED AS OWNERS OF THE PROPERTY, WHICH WILL BE KNOWN AS LEMONT PLAZA PARTNERS LLC RESUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT: NO. 113A

HIGH SCHOOL DISTRICT: NO. 210

JUNIOR COLLEGE DISTRICT: NO. 525

IN COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 20____

BY: _____
LEMONT PLAZA PARTNERS, LLC

TITLE _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

AND _____, RESPECTIVELY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE RESUBDIVISION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON SHOWN.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D. 20____

NOTARY PUBLIC

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, _____, VILLAGE TREASURER OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE PROPERTY INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT LEMONT, _____ COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____

VILLAGE TREASURER

PRESIDENT & BOARD OF TRUSTEES CERT.

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS AT A PUBLIC MEETING HELD:

THIS _____ DAY OF _____, 20____

SIGNED: _____
PRESIDENT of the BOARD OF TRUSTEES

ATTEST: _____
VILLAGE CLERK

SURVEYOR'S CERTIFICATE

State of Illinois }
 } S.S.
County of Du Page }

This is to certify that I, Michael L. Krisch, an Illinois Professional Land Surveyor, have surveyed, subdivided and platted for the uses and purposes therein set forth the property hereon described in the caption to the plat hereon drawn and that said plat is a representation of the same. All dimensions are given in feet and decimal parts thereof and are correct at 68 degrees Fahrenheit.

I further certify that the lands described above lie within the corporate limits of the Village of Lemont, which has authorized a comprehensive plan and is exercising the special powers granted by the State of Illinois according to 65 ILCS 5/11-12-6 as heretofore and hereafter amended.

I further certify that that based upon Federal Emergency Management Agency only, Flood map No. 17031C0567 J, effective date August 19, 2008 the land within this resubdivision lies within Zone "X".

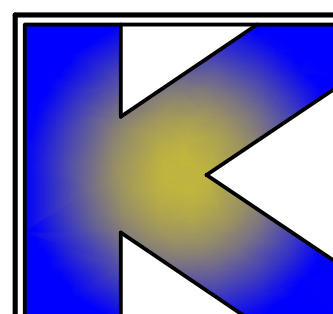
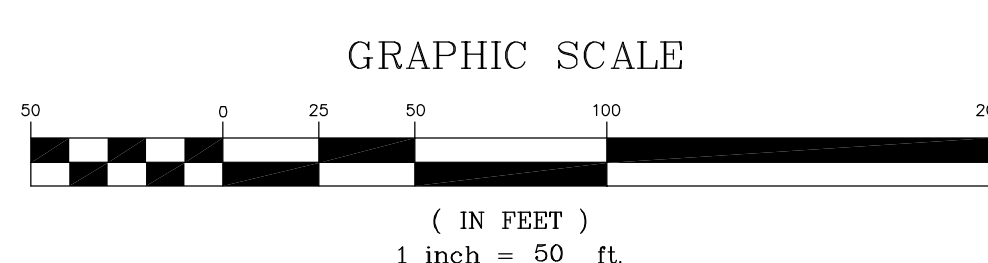
Furthermore, I designate the Village of Lemont to act as my agent, for the purposes of recording this document.

Given under my hand and seal this 28th day of June, A.D. 2012.

Michael L. Krisch
Illinois Professional Land Surveyor No. 2501
License expires November 30, 2012



SHEET 2 of 2



No.	Date	Revision Description	By:
2	7/19/12	staff review	MLK
1	7/06/12	Lot 3 revision	MLK

KRISCH LAND SURVEYING, LLC
PROFESSIONAL DESIGN FIRM LICENSE No. 184-004233
P.O. Box 929 • Plainfield, IL. 60544 • Phone: 630.627.5589
Fax: 630.627.5594

SURVEYING - CONSULTING - CONSTRUCTION LAYOUT

Scale: 1" = 50' Drawn: MLK Chk'd: GDK File# CAD File: 01065-2012-SUB