

Village of Lemont

Mayor

John Egofske

Village Clerk

Charlene Smollen

Administrator

George J. Schafer



Trustees

Janelle Kittridge

Ryan Kwasneski

Ken McClafferty

Dave Maher

Rick Sniegowski

Ronald Stapleton

VILLAGE BOARD MEETING

January 27, 2020 – 6:30 PM

Village Hall – Village Board Room

418 Main Street, Lemont, IL 60439

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes
 1. December 09, 2019 Village Board Meeting Minutes
 2. December 16, 2019 Committee of the Whole Meeting Minutes
 3. December 19, 2019 Village Board Special Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Amending Title 5 and Title 9 of the Lemont Illinois Municipal Code
 - D. A Resolution Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement to join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT)
- IV. Mayor's Report
 - A. Appointment of Commission Members – HCOR, Police Pension
- V. Clerk's Report
 - A. Ordinance
 1. An Ordinance Approving Parcel A Real Estate Purchase and Sale Agreement with BSTP Midwest, LLC

2. An Ordinance Approving Parcel B Real Estate Purchase and Sale Agreement with BSTP Midwest, LLC
3. An Ordinance Approving Parcel C Real Estate Purchase and Sale Agreement with BSTP Midwest, LLC

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Audience Participation

XI. Unfinished Business

XII. New Business

XIII. Executive Session Discussion Under Chapter 5 ILCS 120

1. Personnel: Performance of Employee 2(c)1

XIV. Action on Closed Session Item(s)

XV. Motion to Adjourn

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
December 09, 2019
6:30 p.m.

The regular meeting of the Lemont Village Board was held on Monday, December 09, 2019 at 6:30 p.m., with Mayor John Egofske presiding.

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL:** Kittridge, Maher, McClafferty, Sniegowski, Stapleton; present. Kwasneski; absent.
- III. CONSENT AGENDA**
 - A. Approval of Minutes
 - 1. November 18, 2019 Village Board Meeting Minutes
 - 2. November 18, 2019 Committee of the Whole Meeting Minutes
 - B. Approval of Disbursements
 - C. Ordinance O-90-19 Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) of the Village of Lemont, Cook, DuPage and Will Counties, Illinois
 - D. Ordinance O-91-19 Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$3,400,000 General Obligation Bonds, Series 2012C (Alternate Revenue Source) of the Village of Lemont, Cook, DuPage and Will Counties, Illinois
 - E. Ordinance O-92-19 Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$955,000 General Obligation Refunding Bonds, Series 2014A (Alternate Revenue Source), and \$960,000 Taxable General Obligation Refunding Bonds, Series 2014B (Alternate Revenue Source) of the Village of Lemont, Cook, DuPage and Will Counties, Illinois
 - F. Ordinance O-93-19 Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$5,580,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2015A and \$2,690,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015B and \$1,180,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015C of the Village of Lemont, Cook, DuPage and Will Counties, Illinois

- G. Ordinance O-94-19 Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$4,160,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017A and \$1,940,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B and \$890,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017C of the Village of Lemont, Cook, DuPage and Will Counties, Illinois
- H. Ordinance O-95-19 Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$5,250,000 General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2019A and \$3,600,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019B and \$5,200,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2019C of the Village of Lemont, Cook, DuPage and Will Counties, Illinois
- I. Ordinance O-96-19 for the Levying and Assessing of Taxes for the Village of Lemont, Cook, Will and DuPage Counties, Illinois, for the current fiscal year commencing May 1, 2019, Adopted by The President and Board of Trustees of the Village of Lemont
- J. Ordinance O-97-19 Establishing a Street Lighting Tax
- K. Ordinance O-98-19 Establishing a Street and Bridge Tax
- L. Ordinance O-99-19 Adopting changes to Personnel Policy Manual
- M. Ordinance O-100-19 Amending The Village of Lemont Code of Ordinances, Chapter 5, Business Licensing and Registration, to Add a New Article 03 Massage Establishments
- N. Ordinance O-101-19 Amending Title 10 of the Lemont Municipal Code
- O. Resolution R-100-19 Authorizing Settlement Agreement and Release (RTA V. City of Kankakee)
Motion by Sniegowski, seconded by McClafferty to approve the items on the consent agenda by omnibus vote.

Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes.
Motion passed.

IV. MAYOR'S REPORT

A. Mayor's Mention

This past Saturday was our annual Hometown Holiday in the downtown. I was not able to be there, but I understand that it was a great turnout. I hope everyone that attended enjoyed the activities and got to visit with Santa and shop and dine.

We have an exceptional lighting display all around the downtown, and if you haven't seen it, it's something you really must see. So, take a stroll or ride through our historic downtown and enjoy the illuminated holiday decorations sponsored by the Village of Lemont and the Downtown Merchants Alliance. It will be up through the first or second week in January depending on the weather.

2. The Art & Culture Commission is hosting their annual Holiday Artists Bazaar at Lemont Center for the Arts from now until December 21. They are located next to Aldi's and are open Friday, Saturday and Sunday's from 10 am – 6 pm.
3. Hope and Friendship has their personal care item collection along with their Christmas Day Dinner Delivery. Last year 107 residents received a Christmas dinner, and they are again seeking donations of fully cooked food and personal care items. Visit, hopeandfriendshipfoundation.com, for the information.
4. Lemont Park District's New Year's Eve Bash takes place at The CORE on December 31 with two times to choose from, at either 10-11:30 am or 12:30-2pm. Advanced registration is required by December 26. Visit, Lemontparkdistrict.org, for more information and to register.
5. Please visit our website's Community Calendar to find out about activities going on around town at, lemont.il.us.
6. This is our last Village Board meeting for this year. We will have a Committee of the Whole meeting on December 16. Then in January, we have a scheduled change with the Committee of the Whole meeting on January 13 due to the holiday on January 20. We will have one Village Board meeting in January on the 27th. These dates are on our Village Calendar on the front page of our website.

7. On the subject of cannabis, many people have reached out to us and shared their viewpoint on this polarizing topic. We have received information and feedback on the topic at the various public workshops and meetings we have had, and we have placed additional information on the cannabis act and its potential impacts on our website at, lemont.il.us/adult-Use-Cannabis. There are FAQ's and responses there as well.

We recognize that, while responsible recreational cannabis usage will be allowed January 1st per state law regardless of any decisions by the Village Board, having a possible dispensary store location in Lemont can be a very polarizing issue with residents. One side may question the possible issues of having such a business in town, and the other will favor the ability to obtain additional sales tax funding to address our unfunded police pension liability and to be able to mitigate any impacts of cannabis becoming legal. Also, a point of consideration is that, even with an opt-out decision for the Village, a dispensary could locate very closely to Lemont, in adjacent towns and even the unincorporated portions of Lemont, and offer no financial benefit to Lemont.

Based on all these factors and the significant feedback we have received on both sides of the decision, the Village Board would like to take some additional time to obtain a better understanding of the entire community's sentiment on the issue. Tonight, we are voting on whether or not to place a question on the ballot for the March 17 election, asking Village residents if we should allow a dispensary to locate within Village limits. We will be getting more general information out on this topic in late winter, prior to the election.

We appreciate everyone's feedback.

B. Audience Participation-

1. Al Rhode asked about other solutions for the Police Pension funding instead of a marijuana dispensary.
2. Edward Gail spoke in favor of recreational marijuana and would like to open a dispensary in Lemont.
3. Debbie Corniker, a nurse, attended a conference about current cannabis and its harmful affect.
4. Matthew Creed is a medical marijuana user who lives in Lemont with his family and has a job. He spoke in support of use of marijuana and recommends a dispensary in Lemont.
5. Joe Karcavich, a physician spoke against recreational marijuana.
6. Mike Gorman stated he is not against medical marijuana. He asked if a dispensary could be more than 100 feet away from childcare facility.

7. Mary Fremarick stated she has lost many people to drugs. She does not want marijuana brought to Lemont because it will just start a drug problem.
8. Carleen Amato, a healthcare worker, feels a dispensary would impact our village and is opposed to a dispensary.
9. Rich Will read a prepared statement opposing to cannabis. He asked the board what message they are going to give by allowing a dispensary in town.
10. Dennis Arkas stated she loves Lemont and thought of bringing recreational marijuana breaks her heart.
11. Bruce Taylor stated this is a golden opportunity to get tax revenue for Lemont. He supports a dispensary being built in the outskirts of the town.
12. Bill Pelen asked the board with a dispensary in town at 5% tax revenue would not make a significant increase on our budget.
13. Suki Abdullah stated he supports the idea of having a dispensary in town.
14. Brian Bentley says he has 3 children and does not feel we should go down the path of kids having addiction problem.
15. Nick Rhode stated that he feels theories about marijuana are not outdated but very current and still very true.
16. Bob Val said from experience all opioid users started with marijuana.
17. Denis Miskovic asked the board to really consider the vote.
18. Tom Ludski just moved from Darien and wants Lemont to remain a family community.
19. Shawn Wilson, who will be moving to Lemont stated she would not have moved if she knew this was happening.
20. Todd Wirnette said opting out is an important message to educators. He is a former educator and superintendent who is afraid for the kids who manage to get it.
21. Terry Lemming resents the fact that the board is associating the possible revenue with Police pension.
22. Mary Jocrandle stated she opposes cannabis dispensary. She asked the board to share alternative plans on funding the Police pension.
23. Darin Mantalton stated he does not want a dispensary in town also.
24. Kevin Cliff doesn't want marijuana in the Village of Lemont and wants us to opt out right away and not hold a moratorium or referendum.
25. Stephanie Kovacic stated she heard the Mayor spoke to seniors and said the dispensary wouldn't be in our Village. She is afraid since the Board isn't opting out right now.
26. Matt Hewitt, a recent resident asked the board to just vote no so things can go back to normal.
27. Karen Marzano wants to know if Board members have a vested interest in the dispensary.

28. Mark Hues realizes we have a lot of pressure on the Board, but feels a dispensary isn't the answer for generating revenue.
29. Kyle Tazarski said marijuana has always been present in Lemont and now it would be legal. He also stated marijuana will be available for adults only.
30. Tim Daniel feels we would be foolish to opt out and not get the increased taxes.
31. Lawrance Dyjak feels what little increased revenue we would get is foolish to do.
32. Mary Djrosh cares about the town and the kids and wants us to protect that with no dispensary.
33. Mike Wilson, new resident wanted to see a business plan 1st and asked us to opt out.
34. Kevin Carl said various problems will occur with teenagers using pot.
35. Dave Valenciano asked the Board to opt out.
36. Bryan Bernard asked how many have asked their kids about marijuana. When we allow it in the Village we are giving the wrong message.
37. A Lemont resident said her grandson goes to school in Lemont and most kids' vape, not use marijuana.
38. Mr. Cliff said he wants a legal opinion of a moratorium.

V. CLERK'S REPORT

A. Ordinance

1. Ordinance O-102-19 Creating a Temporary Moratorium on the Processing or Consideration of any Applications or Requests to Locate a Cannabis Business in the Village of Lemont

Motion by Maher, seconded by Kittridge, to discuss said ordinance.

Motion by Stapleton, seconded by Maher to adopt said ordinance.

Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

B. Resolution

1. Resolution R-101-19 Providing for and Requiring the Submission of an Advisory Question of Public Policy Concerning the Dedication of Resources to Fund the Village of Lemont's Unfunded Police Pension Liability, to Appear on the Ballot of the Electors of the Village of the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois at the March 17, 2020 General Primary Election

Motion by Maher, seconded by Kwasneski, to adopt said resolution. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

2. Resolution R-102-19 Providing for and Requiring the Submission of an Advisory Question of Public Policy Concerning the Allowance of Recreational Cannabis (Marijuana) Dispensary, to Appear on the Ballot of the Electors of the Village of the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois at the March 17, 2020 General Primary Election

Motion by McClafferty, seconded by Maher, to adopt said resolution. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT- NONE

VII. VILLAGE ADMINISTRATOR REPORT- NONE

VIII. BOARD REPORTS- NONE

IX. STAFF REPORTS-

Police-

1. Vehicles have been broken into or stolen in Lemont. Be sure to lock your car door especially during Christmas season. "Lock it or Lose it."

X. UNFINISHED BUSINESS- NONE

XI. NEW BUSINESS- NONE

XII. EXECUTIVE SESSION-

Motion by Stapleton, seconded by McClafferty, to close regular session and to move into Executive Session Discussion under Chapter 5 ILCS 120 of the Open Meetings Act to discuss:

A. Real Estate: Purchase or Lease 2(c)5

Roll Call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

XIII. ACTION ON CLOSED ITEM(S)

XIV. MOTION TO ADJOURN

There being no further business, a motion was made by Maher, seconded by Kwasneski, to adjourn the meeting at 10:00 p.m. VV 6 ayes. Motion passed.

VILLAGE BOARD
Committee of the Whole Meeting
December 16, 2019
Lemont Village Hall – Village Board Room
418 Main St., Lemont, IL 60439

I. Call to Order

Mayor Egofske called the COW Meeting to order at 6:30 p.m.

II. Roll Call

Present were Trustees, Kittridge, Kwasneski, Maher, McClafferty, Sniegowski and Stapleton. Also present were George Schafer, Jason Berry, Mark Herman, Chris Smith, Marc Maton, Ralph Pukula and Village Attorney Mike Stillman.

III. Discussion Items

A. 83 and Main Bluestone Development Discussion

Community Development Director, Jason Berry presented, on October 25, 2019, the Village of Lemont published a Request for Proposals (RFP) in the Daily Southtown for the acquisition and development of approximately 16 acres of Village-owned property at the northwest corner of IL-83 and Main Street. Proposals were due November 15, 2019.

Bluestone Single Tenant Properties submitted the sole proposal.

The Bluestone proposal is anchored by a convenience store and fuel center plus a 14,960 SF retail outlot on Parcel B, a 8,400 SF on Parcel C (hard corner at 83 and Main), and an approximately 8 acre Parcel A to be used for light industrial, with the remainder for stormwater detention.

Bluestone has presented the Village with three contracts to purchase the following parcels:

- Contract A: \$625,000 for Parcel A containing approximately 9.1 acres (including approximately 1.85 acres of detention). The intended uses are industrial, distribution centers, and other comparable uses.
- Contract B: \$1,500,000 for Parcel B containing approximately 5.8 acres. The intended uses are a convenience store and fuel center (no overnight parking) and retail.
- Contract C: \$575,000 for Parcel C containing approximately 1.6 acres. The intended use is retail.

The total purchase price for the Village-owned property is \$2,700,000. Each contract contains a 180-day due diligence period, which can be extended an additional 180 days. Bluestone intends to purchase and develop the property. However, in the event they assign a parcel's contract to a third party for a net sale price greater than above, the Village and Bluestone would share the net profit. Legal descriptions and title commitments have been ordered.

Bluestone serves as the master developer for the site, currently working on the pre-development activities that were outlined in their agreement with the Village. An update was presented to the Committee of the Whole in October 2019. A due diligence summary from Bluestone is attached to this memo, with site plan, ALTA and topographical survey, and traffic study. Updated Phase I environmental site assessments (ESAs) and geotech reports have also been submitted; all appendices have been sent to the Village Engineer for review.

In November 2019 the Village approved a zoning map amendment to support the ideal future uses of the properties. Parcels fronting IL-83 were zoned B-3 Arterial Commercial. Parcels along Main Street to the west of the commercial parcels were zoned M-1 Light Manufacturing. The Village continues to work with Knight Engineering to address the jurisdictional transfer of Bell Road/Old Archer from the Illinois Department of

Transportation (IDOT) to the Village, as well as the IDOT appraisal and auction of excess right-of-way adjacent to Village property.

The final phase of the development agreement with Bluestone will include final engineering for IDOT, civil engineering for the Metropolitan Water Reclamation District, landscape plans, utility relocations, and preparation of agreements for the Village.

2018-21 Strategic Plan.

Finance Director, Chris Smith presented 2018-21 Strategic Plan. The sale and redevelopment of properties at 83 & Main are consistent with the Village's Economic Vitality and Financial Stability strategic priorities.

The EV priority addresses both retail and non-retail commercial sectors. Key outcome Indicators include EAV, retail sales tax growth, and number of new businesses. Our targets include a 5% annual retail sales tax growth and \$10M in commercial EAV growth.

The FS priority seeks to encourage a broad revenue base and stability in all government funds. Key outcome indicators include new revenue streams and internal loan repayments.

Our targets include increasing annual revenues from new sources by \$750K beginning in FY20 and to have loans to 83 & Main (Gateway TIF) 100% repaid by FY23.

Analysis completed by Finance Director Chris Smith is attached. Loans to the Gateway TIF total \$3,722,909. Based on anticipated revenue provided by Bluestone (and verified by economic development consultants Kane, McKenna and Associates), internal loans are projected to be repaid by FY26.

The board is in agreement with the proposed item. Staff will prepare ordinance for approval.

B. Notting Hill Subdivision PUD Amendment Discussion

Community Development Manager, Mark Herman presented, the applicant and property owner, ET Mansell Construction (Edward T Mansell) represented by Peter Coules, is requesting a major modification to the approved Preliminary Planned Unit Development (PUD) for Notting Hill Townhome Subdivision located at 15411 W. 129th Street. The 45-unit townhome subdivision was approved as a preliminary PUD in 2007 and the PUD approval has been extended every year since by the Village Board. The current extension expires on February 11, 2020. The major change to the PUD includes additional exception requests, such as reduced side setbacks, reduced street pavement widths, and increased detention depths and slopes. The proposed PUD major change includes a reduction in total units from 45 townhomes to 43 townhomes along with updated elevations. The new plan also includes providing an additional street and sidewalk connection to St. Andrews Court to the north through the Stonehenge Condominium subdivision.

The major modification to the approved Preliminary PUD for Notting Hill will allow for a stalled approved townhome subdivision within the Village of Lemont to be constructed. It will further connect the dedicated roadways and sidewalks creating a more cohesive pathway network throughout the Village. It is more in line with the Lemont 2030 Comprehensive Plan than not, especially in terms of density and connectivity. The modified elevations are an updated and modern change likely to be more preferred in comparison to the approvals from 2007.

While the proposal requires more departures from the UDO standards, they are exceptions that have been typical in attached residential development recently approved by the Village. The roadway width reduction appears appropriate as it allows for a seamless transition into the adjacent Ashbury Woods subdivision, as long as the sidewalk can logically connect. Although it is not ideal to leave 129th Street unimproved and unaligned, it has been a complex issue over time and the adjacent residents do not appear to want this area improved. The additional connection through the adjacent Stonehenge and St. Andrews Court will provide an additional entrance and exit to the proposed subdivision. As discussed in the public hearing and with the plan commission, figuring out a way to provide funds for the future should be discussed in reference to the absence of improvements to 129th Street.

Staff does not find a significant difference in the previous plan versus the new proposal and therefore is recommending approval of Case 06-26 A Major Modification to the Preliminary PUD and Plat for Notting Hill with the following conditions:

- Configure the sidewalk and right-of-way for 128th Street to align where it meets Ashbury Woods to the east.
- Install a sidewalk along the north side of 129th Street continuing west from Ashbury Woods or provide an escrow for a future sidewalk.
- Address all comments from staff and consultants.
- Explore a Letter of Credit or escrow for 129th Street improvements (omitting sidewalk as already addressed) if to ever improve in the future.
- If feasible, 129th Street and Notting Hill Drive should connect. If this is not resolved in the near future, plans should allow for an alternative (hammerhead or cul-de-sac) that allows for future connection when possible.

The board is in agreement with the proposed item. Staff will prepare ordinance for approval.

C. J Ave New Avenue Development- Annexation, Rezoning, Special Uses Discussion

Community Development Manager, Mark Herman presented, Dariusz Wator and John Avelar of J-Ave Development, owner of the subject property, is seeking annexation, rezoning to M-1 and special uses for outdoor storage and container storage yard at 16430 W. New Avenue to operate a trucking/hauling office with truck storage and maintenance. The scope of the proposed project is to construct a 9,000 square-foot truck maintenance garage that will include offices for employees and provide truck maintenance for the owner's trucks only. The proposed plan shows parking for up to 28 semi-tractor trailers and 12 dump trucks, and the existing single-family home on site will be remodeled to be used as offices. The access aisles will all be paved and curb and gutter will surround the parking areas. The existing home and proposed maintenance garage will connect to Village utilities. The board is in agreement with the proposed item. Staff will prepare ordinance for approval.

D. Comprehensive Incentive Policy Discussion

Community Development Director, Jason Berry presented, Lemont 2030 Comprehensive Plan state, the Chicago region competes with other regions in the country to attract businesses, residents, and visitors, Lemont competes with other communities for such resources. Just like the region, Lemont is impacted by state and county tax policies. Lemont struggles to compete with nearby communities for commercial and industrial development due to its disadvantageous property tax situation. Property taxes for commercial and industrial properties are considerably higher in Cook County than in nearby Will or DuPage counties. To enhance our competitive advantage, the comp plan calls on the Village to "create both a physical and a policy environment that supports economic growth." This policy environment includes zoning and building regulations, Village procedures, as well as policies regarding incentives and other non-physical considerations that are important to businesses seeking to open or expand in Lemont.

Lemont recently completed a successful round of Business District Improvement Grants, the first grants to local businesses in 5 years, implementing the comp plan action item, establish a Community-Wide Façade and Site Improvement Program. A \$43,000 investment in the grant program leveraged \$125,000 in new commercial construction. With the successful implementation of this program, staff is ready take on the next implementation item, Create a Comprehensive Incentives Policy. With the increase in investment and growth in Downtown Lemont, coupled with the establishment of the TOD TIF in 2018, an incentives policy provides both encouragement and a roadmap for new development.

E. I & M TIF District Establishment Process Discussion

Community Development Director, Jason Berry presented, downtown Lemont has seen significant growth in the past two years and appears poised for more. 2018 the Village created the TOD TIF to support Transit-Oriented Development – mixed-use development that benefits from proximity to transit, such as the Metra station – and commercial activity in Downtown Lemont. Elected Officials and staff have long planned for enhancing the I&M Canal, the historic central feature of Downtown Lemont. Portions of the I&M in downtown are in the Canal TIF, along with adjacent properties. Those parcels east of Stephen Street are not in any TIF. In order to comprehensively address the development and infrastructure needs of Downtown Lemont a new I&M TIF is proposed.

The existing Canal TIF has suffered from declining EAV and most of its funds are pledged to repaying the bond used to build the public parking garage on River Street. As stated in the Developer Discussion Panel (2015), convened with RTA and ULI, “by creating a new TIF district the Village can explore bond opportunities and other incentives to attract development with a new 23-year TIF district.” The proposed I&M TIF can support Village initiatives found in the Capital Improvement Plan (CIP) and Comprehensive Plan linked to the Canal and trails while enhancing opportunities for underperforming properties.

In November the Village engaged Kane, McKenna and Associates to evaluate the eligibility of the proposed TIF district. To move forward with the I&M TIF, they provided a summary of key meetings. The board is in agreement with the proposed item. Staff will prepare ordinance for approval.

F. Update on IDOT Projects and Partnership Efforts Discussion

Village Administrator, George Schafer presented, several routes owned and maintained by the Illinois Department of Transportation (IDOT) run through and around the Village, including New Ave, Illinois Street, Main Street, State Street (127th to Archer) and Archer Ave. Partnerships and coordination efforts are essential to ensure the routes are being maintained and repair/modification projects stay on track. Village officials have recently met with IDOT staff to discuss the various projects that relate to the Village. Attached to this memo is a summary grid that was presented to IDOT officials in this coordination effort. Staff will give an update on where the projects are in the process and discuss next steps with coordination efforts.

In addition, the Village recently issued a request of IDOT to evaluate several routes through town and Village recommended improvements. The Village’s letter in addition to IDOT’s response letter has been included with this memo for discussion. Also relevant with the response are improvements to McCarthy Road that have been requested in order to make the 4th Street potential connection more palatable. IDOT has denied most of the requests for these improvements, but we can discuss next steps with the 4th Street initiative as well. The board is in agreement with the proposed item. Staff will prepare ordinance for approval.

IV. Unfinished Business- None

V. New Business –

- A. Code Enforcement/ Property Maintenance Update
- B. Vehicle Sticker Enforcement

VI. Audience Participation –

Nick Rhode, Lemont resident thanked the Board for taking the decision of opting out for allowing recreation cannabis establishment in Lemont.

Rick Ligthart, Lemont resident commended the Board on the project on 83 and main.

John Djrosh, Lemont resident asked what the standpoint of the Board on marijuana. Mayor Egofske replied there will a meeting scheduled for December 19 where the Board will opt out.

Karen Marazano, Lemont resident asked if Bluestone will continue their development on 83 and Main even if a pot shop does not happen. The developer replied the pot shop was never part of the original plan and they will continue with the project.

An unincorporated Lemont resident asked if we can enforce zoning in unincorporated areas, Village attorney replied we cannot, it is up to the county.

Shirley from downtown Lemont asked if there will be any subsidized housing available in the apartments that are being built, Mayor Egofske replied there would not be any subsidize housing.

Terry Lemming, Lemont resident mentioned he is very pleased with Boards decision of not connecting police pension question with recreational cannabis for primary voting in March.

VII. The Committee of the Whole Meeting adjourned at 9:23 p.m.

Minutes
VILLAGE BOARD SPECIAL MEETING
Village Hall – 418 Main Street
December 19, 2019
6:30 p.m.

The regular meeting of the Lemont Village Board was held on Thursday, December 19, 2019 at 6:39 p.m., with Mayor John Egofske presiding.

I. PLEDGE OF ALLEGIANCE

- II. ROLL CALL:** Kwasneski, Kittridge, Maher, McClafferty, Stapleton; present. Sniegowski; absent. Remote access to Trustee Rick Sniegowski, Motion by Stapleton, seconded by McClafferty. Roll call: Kwasneski, Maher, McClafferty, Stapleton, Kittridge; 5 ayes. Motion passed.

III. CLERK'S REPORT

A. Ordinance

1. Ordinance O-103-19 Amending the Municipal Code of the Village of Lemont by the addition of Chapter 5.07 Prohibiting Cannabis Business Establishments

Motion by McClafferty, seconded by Kwasneski, to adopt said ordinance.
Roll call: Kwasneski, McClafferty, Sniegowski, Kittridge; 4 ayes. Maher, Stapleton; 2 nays. Motion passed.

Trustee Maher agreed on a lot but not in support of current ordinance. He says that puts us in a situation that says we do not want it in our town. He believes those not here are a representation of it. Us saying we do not want a dispensary is an under message, telling them we do not want it no matter what. Trustee McClafferty would rather have the clear message that we are opting out until we hear back from the referendum. Mr. Mayor stated this can be reviewed at any time and can be rescinded. Trustee Maher asked, what is the difference between opt out and special use, special use allows us to get the answer opt out is definite. He says, come April, we are going to determine. There are potential good owners that will get the different message.

B. Resolution

1. Resolution R-103-19 to Rescind Resolution #R-101-19: A Resolution Providing for and Requiring the Submission of an Advisory Question of Public Policy Concerning the Dedication of Resources to Fund the Village of Lemont's Unfunded Police Pension Liability, to Appear on the Ballot of the Electors of the Village of the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois at the March 17, 2020 General Primary Election

Motion by Kwasneski, seconded by Maher, to adopt said resolution. Roll call: Kwasneski, Maher, McClafferty, Sniegowski, Stapleton, Kittridge; 6 ayes. Motion passed.

Trustee Maher stated, when putting it in Nov ballot- we will probably be putting it up as an advisory question- not to fund it.

C. Public Comment-

1. Al Rhode asked about other solutions for the Police Pension funding instead of a marijuana dispensary.
2. Edward Gail spoke in favor of recreational marijuana and would like to open a dispensary in Lemont.
3. Debbie Corniker, a nurse, attended a conference about current cannabis and its harmful affect.
4. Matthew Creed is a medical marijuana user who lives in Lemont with his family and has a job. He spoke in support of use of marijuana and recommends a dispensary in Lemont.
5. Joe Karcavich, a physician spoke against recreational marijuana.
6. Mike Gorman stated he is not against medical marijuana. He asked if a dispensary could be more than 100 feet away from childcare facility.
7. Mary Fremarick stated she has lost many people to drugs. She does not want marijuana brought to Lemont because it will just start a drug problem.
8. Carleen Amato, a healthcare worker, feels a dispensary would impact our village and is opposed to a dispensary.
9. Rich Will read a prepared statement opposing to cannabis. He asked the board what message they are going to give by allowing a dispensary in town.
10. Dennis Arkas stated she loves Lemont and thought of bringing recreational marijuana breaks her heart.

IV. PUBLIC COMMENT-

1. Kevin Cliff thanked the board for reconsidering the ordinance.
2. Mike Gorman from Kensington estates thanked the board for prohibiting cannabis and said it means the board listened to public. He also asked to look into the minutes and verify if it's incorrect, a cannabis dispensary can be located 100 ft. from a school or childcare facility. He stated state of Illinois allows extra territorial zoning in unincorporated area, he said if we can do something like that and be proactive.
3. Mike thanked for coming out of ordinance. There is a lot of people on social media that are for it. In previous vote, majority opposed it. Think it sends the wrong message that we are not interested. In Denver, it was the same culture, we could get more people to come to Lemont. Denver did not notice people smoking in streets, smelling etc.
4. Nick Rhody stated social media is not all positive. There are a lot of people that do not live in Lemont. All the characteristics stated earlier are false, Denver has a lot of homeless people. Kids are getting it. High intensity drugs are in Illinois. Study this all are in the country. Use rate of juvenile went up and medical fact regular use changes brain structure. Believe the other way could have opened us up to legal issues.
5. Gayle Mccaugherty spend time in Denver and dispensaries she saw were not low profile CNN did a survey. Investigation done in California showed out of \$12 million worth of marijuana sold \$8 million was in black market. In Colorado, there were drug arrests through the black market. Not as concerned about the users, but concerned about trafficking.
6. Dan Noonan is a physician in profession, feels the board has done a dis-service tonight. He feels it does send the wrong message and you should have waited until the vote. If taxed, it could eliminate the problem with it. It is legal in our State, then why not take the opportunity to get the money.
7. Dennis Koveke says this is an open forum where are the people that want it in the meeting. He asked the board how are we doing on money with gaming, can we increase it?
8. Matt Hewitt read some comments from others- read something from website.
9. John Deroche, father of 5 kids says family over profits. You can think of better ways to make money do not give them drug.

10. Richard Wilk asked Trustee Maher if he knows the breakdown of number of registered voters. He says Colorado usage is up, DUI's up. A study done in California found, 1.2 million pounds of excess weed is sold on the black market and goes out east.

V. UNFINISHED BUSINESS- NONE

VI. NEW BUSINESS- NONE

VII. EXECUTIVE SESSION- NONE

VIII. ACTION ON CLOSED ITEM(S)

IX. MOTION TO ADJOURN

Trustee Stapleton left. Rick Sniegowski left.

There being no further business, a motion was made by Kwasneski, seconded by Maher, to adjourn the meeting at 7:44 p.m. VV 4 ayes. Motion passed.

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
20354	12/23/2019	Open			Accounts Payable	Alexander Chemical Corp	\$1,982.00		
	Invoice		Date	Description		Amount			
	SLS10085979		12/02/2019	chlorine		\$1,982.00			
20355	12/23/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$475.00		
	Invoice		Date	Description		Amount			
	19-12-01 7004		12/01/2019	Series 2010A Bond Fees #7004		\$475.00			
20356	12/23/2019	Open			Accounts Payable	AT&T	\$161.82		
	Invoice		Date	Description		Amount			
	19-11-1261		11/30/2019	142021261 - Village Hall internet		\$73.29			
	19-12-9005		12/02/2019	126379005 - metra station internet		\$88.53			
20357	12/23/2019	Open			Accounts Payable	Atlas Business Solutions, Inc.	\$1,555.20		
	Invoice		Date	Description		Amount			
	INV307512		11/20/2019	License renewal		\$1,555.20			
20358	12/23/2019	Open			Accounts Payable	Avalon Petroleum Company	\$5,720.62		
	Invoice		Date	Description		Amount			
	018993		12/02/2019	800 gallons diesel		\$2,260.80			
	566430		11/26/2019	1376 gallons regular		\$3,459.82			
20359	12/23/2019	Open			Accounts Payable	Azavar Audit Solutions	\$5.76		
	Invoice		Date	Description		Amount			
	148870		01/01/2020	Jan 20 utility audit contingency pmt		\$5.76			
20360	12/23/2019	Open			Accounts Payable	Chicago Parts Sound, LLC	\$822.34		
	Invoice		Date	Description		Amount			
	1-0117040		11/26/2019	parts		\$388.56			
	1-0117042		11/26/2019	parts		\$433.78			
20361	12/23/2019	Open			Accounts Payable	Chicago Tribune Media Group	\$192.84		
	Invoice		Date	Description		Amount			
	013130660000		11/27/2019	PZC Public Hearing Notices		\$192.84			
20362	12/23/2019	Open			Accounts Payable	Cintas Corporation	\$131.04		
	Invoice		Date	Description		Amount			
	5015392884		12/09/2019	0010444222 - First Aid cabinet service - P.D.		\$131.04			
20363	12/23/2019	Open			Accounts Payable	Cintas Corporation	\$246.45		
	Invoice		Date	Description		Amount			
	4036114549		11/27/2019	# 14949901 - Village Hall carpet mats		\$74.50			
	4035617307		11/21/2019	# 14949901 - Village Hall carpet mats		\$74.50			
	4037274469		12/12/2019	# 14949901 - Village Hall carpet mats		\$97.45			
20364	12/23/2019	Open			Accounts Payable	ComEd	\$122.20		
	Invoice		Date	Description		Amount			
	19-12-3016		12/03/2019	9338003016 - street lights - houston 1N schultz		\$23.70			
	19-12-0155		12/03/2019	1515080155 - street lights - 451 Talcott		\$8.44			
	19-12-4009		12/03/2019	0348764009 - street lights - 47 Stevens St		\$67.13			
	19-12-4054		12/12/2019	4161134054 - street lights - 0 12701 TRE, 171 LEMONT		\$22.93			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20365	12/23/2019	Open			Accounts Payable	Copcars International Company	\$226.53		
	Invoice		Date	Description		Amount			
	850		12/05/2019	uniform accessories		\$226.53			
20366	12/23/2019	Open			Accounts Payable	Courtney's Safety Lane Inc	\$161.50		
	Invoice		Date	Description		Amount			
	3012919		11/25/2019	safety lane		\$60.50			
	3012927		11/26/2019	safety lane		\$101.00			
20367	12/23/2019	Open			Accounts Payable	Create Cut Invent / Closed Circuit Innovations Inc	\$2,430.00		
	Invoice		Date	Description		Amount			
	Jan 2020		12/04/2019	security camera maintenance		\$2,430.00			
20368	12/23/2019	Open			Accounts Payable	Dellwood Tire & Auto	\$747.30		
	Invoice		Date	Description		Amount			
	2-GS55731		11/26/2019	repair pw1134		\$747.30			
20369	12/23/2019	Open			Accounts Payable	Dude Solutions Inc	\$8,100.00		
	Invoice		Date	Description		Amount			
	INV-59214		11/14/2019	per contract		\$8,100.00			
20370	12/23/2019	Open			Accounts Payable	Fred Bluder & Son Tree Service	\$5,700.00		
	Invoice		Date	Description		Amount			
	19-10-12		12/10/2019	tree and stump removal various dates and locations 10/3-10/30		\$5,700.00			
20371	12/23/2019	Open			Accounts Payable	Galzin, Jeanne, Foody	\$1,700.00		
	Invoice		Date	Description		Amount			
	2		10/16/2019	17 Inspections		\$1,700.00			
20372	12/23/2019	Open			Accounts Payable	Goldy Locks, Inc.	\$449.00		
	Invoice		Date	Description		Amount			
	677654		12/10/2019	parking garage door repair		\$449.00			
20373	12/23/2019	Open			Accounts Payable	Governmental Consulting Solutions Inc	\$3,000.00		
	Invoice		Date	Description		Amount			
	5196		12/01/2019	Dec 2019 Consulting		\$3,000.00			
20374	12/23/2019	Open			Accounts Payable	Halper, Peggy	\$420.00		
	Invoice		Date	Description		Amount			
	0115		12/11/2019	12/4/19 PZC meeting minutes		\$420.00			
20375	12/23/2019	Open			Accounts Payable	Illinois State Police	\$197.75		
	Invoice		Date	Description		Amount			
	19-08-31 ISP		08/01/2019	Aug 2019 fingerprinting		\$56.50			
	19-09-30 ISP		09/01/2019	Cost Center: 01600 ORI: IL016600L		\$28.25			
	19-10-31 ISP		10/01/2019	Cost Center: 01600 ORI: IL016600L		\$56.50			
	19-11-30 ISP		11/01/2019	Cost Center: 01600 ORI: IL016600L		\$56.50			
20376	12/23/2019	Open			Accounts Payable	IRMA	\$2,703.15		
	Invoice		Date	Description		Amount			
	SALES0017958		11/30/2019	Nov 2019 deductible		\$2,703.15			

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20377	12/23/2019	Open			Accounts Payable	Kane, McKenna and Associates Inc	\$2,325.00		
	Invoice		Date	Description		Amount			
	16752		11/30/2019	Nov 2019 professional services		\$2,325.00			
20378	12/23/2019	Open			Accounts Payable	Klein Thorpe & Jenkins Ltd	\$174.81		
	Invoice		Date	Description		Amount			
	206558		11/21/2019	1184-003 Oct 2019		\$36.81			
	206569		11/21/2019	4113-003 Oct 2019		\$138.00			
20379	12/23/2019	Open			Accounts Payable	Lemont Hardware LLC	\$6.28		
	Invoice		Date	Description		Amount			
	12/01/19		12/01/2019	#3542 - misc hardware purchases		\$6.28			
20380	12/23/2019	Open			Accounts Payable	LOCIS	\$1,584.00		
	Invoice		Date	Description		Amount			
	41225		01/02/2020	Locis renewal		\$1,584.00			
20381	12/23/2019	Open			Accounts Payable	Look Nu, LLC	\$24.00		
	Invoice		Date	Description		Amount			
	522		12/03/2019	November 2019 PD car washes		\$24.00			
20382	12/23/2019	Open			Accounts Payable	M/I Homes of Chicago	\$6,000.00		
	Invoice		Date	Description		Amount			
	2015-00000013		12/12/2019	refund clean up deposit - 13283 Anne Dr		\$1,000.00			
	2015-00000013(L)		12/12/2019	refund Landscape Bond - 13283 Anne Dr		\$5,000.00			
20383	12/23/2019	Open			Accounts Payable	Martino Concrete Company	\$5,841.80		
	Invoice		Date	Description		Amount			
	1966		12/12/2019	apron,curb,sidewalk water leak repairs		\$5,841.80			
20384	12/23/2019	Open			Accounts Payable	Medlin Communications	\$1,430.00		
	Invoice		Date	Description		Amount			
	S55781		11/12/2019	Avaya Licenses		\$1,430.00			
20385	12/23/2019	Open			Accounts Payable	Menards	\$443.32		
	Invoice		Date	Description		Amount			
	60822		12/02/2019	2019 downtown holiday trees		\$386.55			
	60983		12/05/2019	tools		\$34.98			
	60489		11/26/2019	supplies		\$21.79			
20386	12/23/2019	Open			Accounts Payable	Metropolitan Mayors Caucus	\$720.00		
	Invoice		Date	Description		Amount			
	2019-161		10/31/2019	FY19 Membership Dues		\$720.00			
20387	12/23/2019	Open			Accounts Payable	Monroe Truck Equipment	\$1,246.56		
	Invoice		Date	Description		Amount			
	326594		12/04/2019	parts		\$528.94			
	327104		11/22/2019	parts		\$717.62			
20388	12/23/2019	Open			Accounts Payable	Morris Engineering, Inc.	\$1,890.00		
	Invoice		Date	Description		Amount			
	19-07663		12/05/2019	Nov 2019 Reviews		\$1,890.00			
20389	12/23/2019	Open			Accounts Payable	Municipal Code Corporation	\$3,750.00		
	Invoice		Date	Description		Amount			
	00336650		11/27/2019	updates		\$3,750.00			

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20390	12/23/2019	Open			Accounts Payable	National Seed	\$1,364.00		
	Invoice		Date	Description		Amount			
	592482SI		12/11/2019	sidewalk salt		\$1,364.00			
20391	12/23/2019	Open			Accounts Payable	NiCor Gas	\$858.29		
	Invoice		Date	Description		Amount			
	19/12-20008		12/09/2019	85-71-20-20008 keepataw trails l/s		\$41.59			
	19/12-8700 1		12/04/2019	93-56-54-8700 1 smith farms l/s		\$37.47			
	19/12-9378 5		12/03/2019	25-59-90-9378 5 well #6		\$93.10			
	19/12-9589 2		12/05/2019	37-62-87-9589 2 target-kohls l/s		\$37.47			
	19/12-2000 4		12/03/2019	04-46-52-2000 4 well #4		\$159.89			
	19/12-2382 4		12/04/2019	88-84-93-2382 4 glens of connemara l/s		\$42.62			
	19/12-2000 8		12/05/2019	37-54-52-2000 8 well #3		\$132.01			
	19/12-2000 6		12/03/2019	69-98-10-2000 6 oak tree ln l/s		\$75.61			
	19/12-4722 3		12/04/2019	91-25-56-4722 3 eagle ridge l/s		\$37.47			
	19/12-0043 0		12/09/2019	69-22-85-0043 0 ruffled fthrs l/s		\$124.29			
	19/12-1000 5		12/09/2019	84-38-99-1000 5 chestnut crossing l/s		\$37.93			
	19/12-2000 8 (2)		12/06/2019	74-12-00-2000 8 harpers grove l/s		\$38.84			
20392	12/23/2019	Open			Accounts Payable	Novotny Engineering	\$23,820.50		
	Invoice		Date	Description		Amount			
	19305-1		11/18/2019	The Forge Access Road Paving		\$11,617.00			
	04108-9		11/25/2019	Limestone Subdivision		\$166.00			
	13240-6		11/25/2019	508 E Illinois St Dev		\$154.00			
	16187-19		11/25/2019	Timberline Knolls W Site Exp (Case 2012-02)		\$1,186.00			
	16332-8		11/25/2019	Ozinga Materials SD Permit		\$154.00			
	16344-17		11/25/2019	Hartz Construction (Marble Landing)		\$1,025.50			
	17392-4		11/25/2019	Staff meetings		\$166.00			
	17421-10		11/25/2019	Rolling Meadows - Unit 4		\$747.00			
	18135-11		11/25/2019	The Forge SD		\$448.00			
	18136-10		11/25/2019	Lemont IV Trucking		\$166.00			
	18291-6		11/25/2019	Lucky Trip Gas Mart		\$581.00			
	18345-2		11/25/2019	704 East St Sidewalk		\$77.00			
	18362-5		11/25/2019	Timber Run Subd Eng		\$622.50			
	18365-6		11/25/2019	Old St James Academy		\$231.00			
	18433-3		11/25/2019	Equestrian Meadows Phase II		\$1,067.00			
	18435-5		11/25/2019	Notting Hill Subd		\$166.00			
	19179-3		11/25/2019	15907 W 127th St		\$83.00			
	19272-2		11/25/2019	SW Corner State & Peiffer Sts		\$166.00			
	19274-3		11/25/2019	Lomas ReSubdiv		\$415.00			
	19362-1		11/25/2019	Romeo/Lemont Annex		\$83.00			
	19362-2		11/25/2019	Romeo/Lemont Annex		\$437.00			
	19363-1		11/25/2019	Peterson's Hardware Demo		\$154.00			
	19365-2		11/25/2019	1265 McCarthy Rd Townhouses		\$249.00			
	19367-1		11/25/2019	MCI Metro 127th St & Smith Rd		\$527.25			
	19372-1		11/25/2019	1100 State St Parking Lot		\$462.00			
	19384-1		11/25/2019	2019 FOIA Requests		\$365.00			
	19387-1		11/25/2019	13389 McCarthy Rd		\$697.00			
	19388-1		11/25/2019	15900 W 127th St Parking Lot Repairs		\$166.00			
	19391-1		11/25/2019	Citgo Potential Annexation		\$448.00			
	19392-1		11/25/2019	1297 McCarthy Rd Development		\$166.00			

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	19395-1		11/25/2019		Lot 5 in Montefiori		\$249.00		
	19394-1		11/25/2019		CVS Parking Lot Rehab		\$454.75		
	19421-1		11/25/2019		MCI Fiber 16300 Alba St		\$124.50		
20393	12/23/2019	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$189.50		
	Invoice		Date		Description		Amount		
	1012028508		11/26/2019		Pre employment physical & drug screen		\$124.50		
	1012041534		12/03/2019		Pre employment & Drug Screening		\$65.00		
20394	12/23/2019	Open			Accounts Payable	Odelson & Sterk, Ltd.	\$13,887.61		
	Invoice		Date		Description		Amount		
	26699		12/04/2019		Oct 2019 Legal Services - Retainer		\$2,874.50		
	26698		12/04/2019		Oct 2019 Legal Services - Projects		\$11,013.11		
20395	12/23/2019	Open			Accounts Payable	Office Depot	\$173.20		
	Invoice		Date		Description		Amount		
	415601495001		12/13/2019		supplies		\$173.20		
20396	12/23/2019	Open			Accounts Payable	Orange Crush, LLC	\$870.64		
	Invoice		Date		Description		Amount		
	77997		12/04/2019		blacktop		\$134.09		
	77438		11/10/2019		blacktop		\$633.59		
	78086		12/06/2019		blacktop		\$102.96		
20397	12/23/2019	Open			Accounts Payable	Parent Petroleum Inc	\$275.55		
	Invoice		Date		Description		Amount		
	825076		12/03/2019		fuel hot patch trailer		\$275.55		
20398	12/23/2019	Open			Accounts Payable	Patriot Electric & Technologies	\$8,100.00		
	Invoice		Date		Description		Amount		
	726426		11/22/2019		install light strings		\$8,100.00		
20399	12/23/2019	Open			Accounts Payable	Pinner Electric Co	\$490.00		
	Invoice		Date		Description		Amount		
	17702		11/24/2019		19GM traffic signal maintenance		\$490.00		
20400	12/23/2019	Open			Accounts Payable	Proven Business Systems, LLC	\$509.12		
	Invoice		Date		Description		Amount		
	662898		12/04/2019		3726-07 pw copier 1/4/20-7/3/20		\$509.12		
20401	12/23/2019	Open			Accounts Payable	PRS Consulting Ltd	\$2,400.00		
	Invoice		Date		Description		Amount		
	5823		08/20/2019		Appraisal Report - 116 Main St		\$2,400.00		
20402	12/23/2019	Open			Accounts Payable	Quill Corporation	\$126.43		
	Invoice		Date		Description		Amount		
	3281512		12/11/2019		Binders, Batteries		\$12.99		
	3269885		12/11/2019		Binders		\$113.44		
20403	12/23/2019	Open			Accounts Payable	Rag's Electric	\$3,132.00		
	Invoice		Date		Description		Amount		
	22375		11/27/2019		light repair		\$132.00		
	4827-1910		10/31/2019		19GM street light maintenance		\$1,000.00		
	4827-1911		11/30/2019		19GM street light maintenance		\$1,000.00		
	4827-1912		12/16/2019		19GM street light maintenance		\$1,000.00		

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20404	12/23/2019	Open			Accounts Payable	Rainbow Printing	\$94.90		
	Invoice		Date	Description		Amount			
	413980		11/26/2019	11x17, 8.5x11 Color Copy Paper		\$94.90			
20405	12/23/2019	Open			Accounts Payable	Razor Image	\$1,237.00		
	Invoice		Date	Description		Amount			
	Jul 2019		12/18/2019	signs and banners		\$545.00			
	Oct 2019		12/18/2019	signs and banners		\$270.00			
	Dec 2019		12/18/2019	signs and banners		\$422.00			
20406	12/23/2019	Open			Accounts Payable	RCM Data Corporation	\$1,054.31		
	Invoice		Date	Description		Amount			
	IN72685		11/04/2019	toner		\$175.31			
	IN104373		11/26/2019	Xerox Phaser contract - 12/20/19-12/19/20		\$879.00			
20407	12/23/2019	Open			Accounts Payable	Rescom Painting Inc	\$5,000.00		
	Invoice		Date	Description		Amount			
	19-12-11 RPI		12/11/2019	Grant Funding reimbursement - 112 Main St (Bonus Electric)		\$5,000.00			
20408	12/23/2019	Open			Accounts Payable	Rink, David, L	\$1,717.20		
	Invoice		Date	Description		Amount			
	19-11-25 DLR		11/25/2019	crop damage claim 2019		\$1,717.20			
20409	12/23/2019	Open			Accounts Payable	Rod Baker Ford	\$115.18		
	Invoice		Date	Description		Amount			
	182180		12/06/2019	parts		\$115.18			
20410	12/23/2019	Open			Accounts Payable	Rush Truck Centers	\$2,394.63		
	Invoice		Date	Description		Amount			
	3017304432		11/14/2019	cm parts return		(\$292.96)			
	3017304393		11/14/2019	parts		\$738.22			
	3017321831		11/15/2019	parts		\$96.70			
	3017337843		11/18/2019	parts		\$79.84			
	3017395670		11/21/2019	parts		\$357.36			
	3017384924		12/11/2019	parts		\$1,175.71			
	3016795969		10/04/2019	cm parts return		(\$53.20)			
	3017291432		11/13/2019	parts		\$292.96			
20411	12/23/2019	Open			Accounts Payable	Servpro of Wheaton/Glen Ellyn/Lisle	\$2,858.06		
	Invoice		Date	Description		Amount			
	415310577		12/10/2019	VH mold remediation		\$2,858.06			
20412	12/23/2019	Open			Accounts Payable	Shaw Media	\$733.00		
	Invoice		Date	Description		Amount			
	111910074590		11/30/2019	public notices		\$733.00			
20413	12/23/2019	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	110718		11/30/2019	Nov 2019 Adjudication		\$1,000.00			
20414	12/23/2019	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$50.00		
	Invoice		Date	Description		Amount			
	12-06ma19		12/01/2019	Dec 2019 Plotter Maintenance		\$50.00			

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From Payment Date: 12/10/2019 - To Payment Date: 12/23/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20415	12/23/2019	Open			Accounts Payable	Standard Equipment Company	\$774.28		
	Invoice		Date	Description		Amount			
	P18007		10/22/2019	parts		\$774.28			
20416	12/23/2019	Open			Accounts Payable	Suburban Family Magazine	\$600.00		
	Invoice		Date	Description		Amount			
	9028		09/01/2019	9/1/19 Lemontster Days ad		\$600.00			
20417	12/23/2019	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$8,111.20		
	Invoice		Date	Description		Amount			
	201911		12/01/2019	Nov 2019 reviews and inspections		\$8,111.20			
20418	12/23/2019	Open			Accounts Payable	Verizon Wireless	\$44.72		
	Invoice		Date	Description		Amount			
	9843485743		12/03/2019	685282853-00001		\$44.72			
20419	12/23/2019	Open			Accounts Payable	Vulcan Materials	\$378.11		
	Invoice		Date	Description		Amount			
	32177824		12/17/2019	19GM gravel		\$150.60			
	32177825		12/17/2019	19GM gravel		\$227.51			
20420	12/23/2019	Open			Accounts Payable	Will County Center for Economic Development	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019		12/16/2019	Membership Renewal		\$1,000.00			
20421	12/23/2019	Open			Accounts Payable	Willowbrook Ford Inc.	\$200.00		
	Invoice		Date	Description		Amount			
	6313475		11/19/2019	warranty pd 1702		\$100.00			
	6311611		11/13/2019	warranty pd 0131		\$100.00			
20422	12/23/2019	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	2019161500		11/27/2019	J Joseph		\$30.00			
20423	12/23/2019	Open			Accounts Payable	JX Truck Center-Bolingbrook	\$100,947.89		
	Invoice		Date	Description		Amount			
	2210791T		12/16/2019	2020 Peterbilt 348 Chassis		\$100,947.89			
20424	12/23/2019	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	2019161500		11/27/2019	J Joseph		\$30.00			
20425	12/23/2019	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	2019161500		11/27/2019	J Joseph		\$5.00			
20426	12/23/2019	Open			Accounts Payable	114 Main St Ltd	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00001056		12/05/2019	refund clean up deposit - 112 Main St, Lemont		\$1,000.00			
20427	12/23/2019	Open			Accounts Payable	Coughlin, John	\$6,500.00		
	Invoice		Date	Description		Amount			
	2018-00000601		12/12/2019	refund Clean Up, Landscape, Temp Occ bonds - 13527 Cambridge Dr		\$6,500.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20428	12/23/2019	Open			Accounts Payable	Law Office of Al Beaudreau, Ltd.	\$15,412.00		
	Invoice		Date	Description		Amount			
	2017-00001007		12/12/2019	refund Clean Up, Landscape, Temp Occ bonds - 14191 131st St		\$15,412.00			
20429	12/23/2019	Open			Accounts Payable	Plumbing Contractors Association	\$50.00		
	Invoice		Date	Description		Amount			
	20-01-16 PCA		12/16/2019	1/16/20 6 Hr Class - J Francis 058-197356/J183953		\$50.00			
20430	12/23/2019	Open			Accounts Payable	EJ USA, Inc.	\$150.00		
	Invoice		Date	Description		Amount			
	110190097717		11/06/2019	tools		\$150.00			
Type Check Totals:					77 Transactions		\$270,370.59		
EFT									
572	12/10/2019	Reconciled		12/10/2019	Accounts Payable	FM Bankcard Processing Center	\$49,249.75	\$49,249.75	\$0.00
	Invoice		Date	Description		Amount			
	2020-00000927		12/10/2019	september credit card		\$49,249.75			
573	12/23/2019	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	2020-00000946		12/15/2019	Dec 2019 payment		\$1,147.49			
574	12/23/2019	Open			Accounts Payable	PCM/TigerDirect Business	\$1,418.70		
	Invoice		Date	Description		Amount			
	B13220360101		12/06/2019	Printer		\$1,230.86			
	B13220360102		12/12/2019	Software		\$187.84			
575	12/23/2019	Open			Accounts Payable	Tate, Jamie, M	\$2,296.40		
	Invoice		Date	Description		Amount			
	19-23		12/10/2019	11/11/19-11/24/19 planning services		\$2,296.40			
Type EFT Totals:					4 Transactions		\$54,112.34	\$49,249.75	\$0.00
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	77	\$270,370.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	77	\$270,370.59	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$4,862.59	\$0.00
	Reconciled	1	\$49,249.75	\$49,249.75
	Voided	0	\$0.00	\$0.00
	Total	4	\$54,112.34	\$49,249.75

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	80	\$275,233.18	\$0.00
	Reconciled	1	\$49,249.75	\$49,249.75
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

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From Payment Date: 12/10/2019 - To Payment Date: 12/23/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
Grand Totals:					Total		81	\$324,482.93	\$49,249.75	
				Checks	Status	Count	Transaction Amount	Reconciled Amount		
					Open	77	\$270,370.59	\$0.00		
					Reconciled	0	\$0.00	\$0.00		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					Total	77	\$270,370.59	\$0.00		
				EFTs	Status	Count	Transaction Amount	Reconciled Amount		
					Open	3	\$4,862.59	\$0.00		
					Reconciled	1	\$49,249.75	\$49,249.75		
					Voided	0	\$0.00	\$0.00		
					Total	4	\$54,112.34	\$49,249.75		
				All	Status	Count	Transaction Amount	Reconciled Amount		
					Open	80	\$275,233.18	\$0.00		
					Reconciled	1	\$49,249.75	\$49,249.75		
					Voided	0	\$0.00	\$0.00		
					Stopped	0	\$0.00	\$0.00		
					Total	81	\$324,482.93	\$49,249.75		

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From Payment Date: 12/24/2019 - To Payment Date: 1/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
20433	12/30/2019	Open			Utility Management Refund	KOS , RENEE	\$55.44		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		204061-004	Refund final balance	12/30/2019	Refund			
20434	12/30/2019	Open			Utility Management Refund	LENZ, LAWRENCE	\$7.32		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		201096-007	Refund final balance	12/30/2019	Refund			
20435	12/30/2019	Open			Utility Management Refund	WEINBERGER, VERONICA	\$69.07		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family		205564-002	Refund final balance	12/30/2019	Refund			
20436	01/13/2020	Open			Accounts Payable	5th Avenue Construction	\$1,500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2018-00000368		12/30/2019	refund Clean Up Deposit - 12858 Dunmoor Dr		\$1,000.00			
	2018-00000368(T)		12/30/2019	refund Temp Occ Bond - 12858 Dunmoor Dr		\$500.00			
20437	01/13/2020	Open			Accounts Payable	ADS LLC	\$1,580.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	35342-1119		11/30/2019	CSO flow monitoring		\$1,580.00			
20438	01/13/2020	Open			Accounts Payable	Ashbury Woods Development LLC	\$2,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2017-00000063		01/30/2020	refund Clean Up Deposit - 830 Woodglen Ln		\$1,000.00			
	2018-00000688		01/03/2020	refund Clean Up Deposit - 700 Woodglen Ln		\$1,000.00			
20439	01/13/2020	Open			Accounts Payable	Austin Tyler Construction	\$72,243.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	19210-1		12/19/2019	Fremont alley sanitary sewer		\$72,243.00			
20440	01/13/2020	Open			Accounts Payable	Automatic Control Services	\$498.75		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	4531		12/30/2019	well 5 and 6 repairs		\$498.75			
20441	01/13/2020	Open			Accounts Payable	Avalon Petroleum Company	\$7,646.64		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	566138		12/10/2019	1660 gallons regular		\$4,173.24			
	566163		12/23/2019	1400 gallons regular		\$3,473.40			
20442	01/13/2020	Open			Accounts Payable	Azavar Audit Solutions	\$4,764.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	149008		12/18/2019	franchise fee audit		\$4,764.00			
20443	01/13/2020	Open			Accounts Payable	Beechen & Dill Homes Inc	\$6,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2017-00001222		12/27/2019	refund Clean Up Deposit - 13437 Adeline Ct		\$1,000.00			
	2017-00001222(L)		12/27/2019	refund Landscape Bond - 13437 Adeline Ct		\$5,000.00			
20444	01/13/2020	Open			Accounts Payable	Bode, Denise, G	\$500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	19-12-18 DB		12/18/2019	12/16/19, 12/18/19 training classes		\$500.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20445	01/13/2020	Open			Accounts Payable	Bruno, Eileen, L	\$21.00		
	Invoice		Date	Description		Amount			
	201924		12/30/2019	Holiday Bazaar Commission		\$21.00			
20446	01/13/2020	Open			Accounts Payable	C.O.P.S. Testing Service, Inc.	\$450.00		
	Invoice		Date	Description		Amount			
	105715		12/10/2019	2019 Recruit Testing		\$450.00			
20447	01/13/2020	Open			Accounts Payable	Cargill, Inc.	\$14,840.48		
	Invoice		Date	Description		Amount			
	2905144239		12/13/2019	19GM road salt		\$7,584.50			
	2905147384		12/16/2019	19GM road salt		\$7,255.98			
20448	01/13/2020	Open			Accounts Payable	Castletown Homes, Inc.	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000120		12/27/2019	refund Clean Up Deposit - 12896 Belmont Pkwy		\$1,000.00			
20449	01/13/2020	Open			Accounts Payable	CDW Government, LLC	\$4,033.50		
	Invoice		Date	Description		Amount			
	WDW1417		12/18/2019	computer		\$204.08			
	WFN8995		12/20/2019	computers		\$3,370.58			
	WFX1192		12/24/2019	computer warranty		\$458.84			
20450	01/13/2020	Open			Accounts Payable	Chicago Parts Sound, LLC	\$909.98		
	Invoice		Date	Description		Amount			
	1-0123369		12/30/2019	parts		\$659.98			
	1-0123428		12/30/2019	parts		\$250.00			
20451	01/13/2020	Open			Accounts Payable	Christian, Emily, JB	\$68.60		
	Invoice		Date	Description		Amount			
	201920		12/30/2019	Holiday Bazaar Commission		\$68.60			
20452	01/13/2020	Open			Accounts Payable	Cintas Corporation	\$100.58		
	Invoice		Date	Description		Amount			
	5015580476		12/30/2019	0010696710 - First Aid cabinet service - V.H.		\$100.58			
20453	01/13/2020	Open			Accounts Payable	Cintas Corporation	\$97.45		
	Invoice		Date	Description		Amount			
	4038437974		12/26/2019	# 14949901 - Village Hall carpet mats		\$97.45			
20454	01/13/2020	Open			Accounts Payable	ComEd	\$829.21		
	Invoice		Date	Description		Amount			
	19-12-8014		12/26/2019	3909078014 - street lights - illinois, e of stephen		\$39.97			
	19-12-0007		12/26/2019	1173160007 - street lights - talcott, e of stephen		\$193.97			
	19-12-4052		12/26/2019	2163104052 - street lights - stephen st 1 S river		\$71.97			
	20-01-9011		01/02/2020	6534089011 - street lights - 411 Singer Ave Rear		\$488.04			
	19-12-8029		12/30/2019	0615008029 - EDBOSSERT DR METR 0 E STATE ST		\$35.26			
20455	01/13/2020	Open			Accounts Payable	ComEd	\$34.54		
	Invoice		Date	Description		Amount			
	19-12-2285		12/23/2019	1389012285 - 0 W State St, 1N Canal*Festival Lemont		\$34.54			
20456	01/13/2020	Open			Accounts Payable	Copcars International Company	\$39.99		
	Invoice		Date	Description		Amount			
	851		12/27/2019	Pullover		\$39.99			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20457	01/13/2020	Open			Accounts Payable	Courtney's Safety Lane Inc	\$162.00		
	Invoice		Date	Description		Amount			
	3013007		12/23/2019	safety lane		\$162.00			
20458	01/13/2020	Open			Accounts Payable	Critical Reach, Inc.	\$300.00		
	Invoice		Date	Description		Amount			
	20-271		12/10/2019	Annual Fee		\$300.00			
20459	01/13/2020	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,025.00		
	Invoice		Date	Description		Amount			
	26474		12/13/2019	Jan 2020 office cleaning		\$3,025.00			
20460	01/13/2020	Open			Accounts Payable	Dorner Company	\$312.63		
	Invoice		Date	Description		Amount			
	150667-IN		12/10/2019	well 5 shuttle valve		\$312.63			
20461	01/13/2020	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date	Description		Amount			
	68085		12/11/2019	pd floor mats		\$68.10			
20462	01/13/2020	Open			Accounts Payable	eLineup LLC	\$600.00		
	Invoice		Date	Description		Amount			
	737		12/16/2019	Software Maintenance		\$600.00			
20463	01/13/2020	Open			Accounts Payable	Governmental Consulting Solutions Inc	\$3,000.00		
	Invoice		Date	Description		Amount			
	5216		01/01/2020	Jan 2020		\$3,000.00			
20464	01/13/2020	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$2,093.66		
	Invoice		Date	Description		Amount			
	2019027		12/22/2019	I.T. Support		\$893.66			
	2019047		12/30/2019	I.T. Support		\$1,200.00			
20465	01/13/2020	Open			Accounts Payable	IIMC	\$195.00		
	Invoice		Date	Description		Amount			
	19-12-12 IIMC		12/12/2019	Annual Membership Fee - 04/01/20-03/31/21		\$195.00			
20466	01/13/2020	Open			Accounts Payable	Illinois Public Safety Agency Network	\$132.00		
	Invoice		Date	Description		Amount			
	00042316		12/01/2019	#211 - 1/1/20-6/30/20 subscription renewal		\$132.00			
20467	01/13/2020	Open			Accounts Payable	Infinisource Benefit Services	\$27.45		
	Invoice		Date	Description		Amount			
	90974311		12/15/2019	COBRA Admin Fee		\$27.45			
20468	01/13/2020	Open			Accounts Payable	IRMA	\$129,349.00		
	Invoice		Date	Description		Amount			
	202035		12/13/2019	Annual Contribution		\$129,349.00			
20469	01/13/2020	Open			Accounts Payable	Kirk, Betty, Burian	\$21.00		
	Invoice		Date	Description		Amount			
	201916		12/30/2019	Holiday Bazaar Commission		\$21.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20470	01/13/2020	Open			Accounts Payable	Klein Thorpe & Jenkins Ltd	\$46.00		
	Invoice		Date	Description		Amount			
	207090		12/16/2019	4113-003 Nov 2019		\$46.00			
20471	01/13/2020	Open			Accounts Payable	Lemont Area Historical Society	\$10.50		
	Invoice		Date	Description		Amount			
	201925		12/30/2019	Holiday Bazaar Commission		\$10.50			
20472	01/13/2020	Open			Accounts Payable	Lemont Express Car Wash, LLC	\$430.00		
	Invoice		Date	Description		Amount			
	125		01/01/2020	3 - 10/1/19-12/31/19 vehicle washes-P.D.		\$420.00			
	126		01/01/2020	4 - 10/1/19-12/31/19 vehicle washes-LEMA		\$10.00			
20473	01/13/2020	Open			Accounts Payable	Lina Embroidery	\$82.00		
	Invoice		Date	Description		Amount			
	19-12-05		12/05/2019	embroidery		\$56.00			
	4494st c		12/30/2019	embroider star on shirts		\$26.00			
20474	01/13/2020	Open			Accounts Payable	Look Nu, LLC	\$52.00		
	Invoice		Date	Description		Amount			
	536		01/03/2020	December 2019 PD car washes		\$52.00			
20475	01/13/2020	Open			Accounts Payable	Lundquist, Linda, J.	\$228.20		
	Invoice		Date	Description		Amount			
	201915		12/30/2019	Holiday Bazaar Commission		\$228.20			
20476	01/13/2020	Open			Accounts Payable	M&J Asphalt Paving Co., Inc.	\$79,025.43		
	Invoice		Date	Description		Amount			
	18414-1		12/19/2019	Meadowlark subdivision completion		\$79,025.43			
20477	01/13/2020	Open			Accounts Payable	M/I Homes of Chicago	\$13,000.00		
	Invoice		Date	Description		Amount			
	2018-00000716		12/27/2019	refund Clean Up Deposit - 13700 Kettering Pkwy		\$1,000.00			
	2018-00000716(L)		12/27/2019	refund Landscape Bond - 13700 Kettering Pkwy		\$5,000.00			
	2018-00000949		12/27/2019	refund Clean Up Deposit - 13894 Anne Dr		\$1,000.00			
	2018-00000949(L)		12/27/2019	refund Landscape Bond - 13894 Anne Dr		\$5,000.00			
	2019-00000034		12/27/2019	refund Clean Up Deposit - 13849 Amelia Dr		\$1,000.00			
20478	01/13/2020	Open			Accounts Payable	Mailhiot, Tom	\$700.00		
	Invoice		Date	Description		Amount			
	3		12/19/2019	Dec 2019 Health Inspections - 7		\$700.00			
20479	01/13/2020	Open			Accounts Payable	Martino Concrete Company	\$6,150.00		
	Invoice		Date	Description		Amount			
	1967		12/27/2019	Stephen and Canal rail and stair repair/replacement		\$6,150.00			
20480	01/13/2020	Open			Accounts Payable	Menards	\$1,610.61		
	Invoice		Date	Description		Amount			
	61580		12/17/2019	supplies		\$121.94			
	61369		12/12/2019	well 5 pump		\$74.63			
	61355		12/12/2019	various supplies, tools, lights		\$344.33			
	62173		12/30/2019	supplies		\$94.11			
	61966		12/26/2019	supplies		\$74.66			
	61541		12/16/2019	pw bldg supplies		\$626.54			
	61667		12/19/2019	pw bldg supplies		\$274.40			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20481	01/13/2020	Open			Accounts Payable	Metropolitan Industries Inc	\$22,182.50		
	Invoice		Date	Description		Amount			
	INV012758		12/20/2019	Ruffled Feathers l/s repair		\$19,610.00			
	INV012559		12/15/2019	data connection fee		\$45.00			
	INV012814		12/23/2019	Harper's Grove l/s repair		\$2,527.50			
20482	01/13/2020	Open			Accounts Payable	Midwest Paving Equipment, Inc	\$306.69		
	Invoice		Date	Description		Amount			
	1704		12/09/2019	parts		\$306.69			
20483	01/13/2020	Open			Accounts Payable	Minuteman Press of Orland Park	\$237.16		
	Invoice		Date	Description		Amount			
	12562		12/17/2019	2020 Field Directory Books		\$237.16			
20484	01/13/2020	Open			Accounts Payable	Novotny Engineering	\$16,701.26		
	Invoice		Date	Description		Amount			
	19383-1 (FED)		12/06/2019	McCarthy Rd bike path phase II		\$16,701.26			
20485	01/13/2020	Open			Accounts Payable	Odelson & Sterk, Ltd.	\$12,425.53		
	Invoice		Date	Description		Amount			
	26836		12/23/2019	Nov 2019 Legal Services - Retainer		\$6,379.00			
	26835		12/23/2019	Nov 2019 Legal Services - Projects		\$6,046.53			
20486	01/13/2020	Open			Accounts Payable	Otis Elevator Co	\$1,013.85		
	Invoice		Date	Description		Amount			
	CYS05393120		12/20/2019	VH elevator maintenance contract		\$1,013.85			
20487	01/13/2020	Open			Accounts Payable	Overdoors of Illinois	\$130.00		
	Invoice		Date	Description		Amount			
	191888		12/16/2019	pd gate repair		\$130.00			
20488	01/13/2020	Open			Accounts Payable	Parry, Mona	\$45.50		
	Invoice		Date	Description		Amount			
	201922		12/30/2019	Holiday Bazaar Commission		\$45.50			
20489	01/13/2020	Open			Accounts Payable	Parvin_Clauss Sign Company Inc.	\$540.00		
	Invoice		Date	Description		Amount			
	84286		12/31/2019	permit 127th St sign		\$180.00			
	84285		12/31/2019	permit Lemont Rd sign		\$180.00			
	84284		12/31/2019	permit State St sign		\$180.00			
20490	01/13/2020	Open			Accounts Payable	Piaskowy, Margarita, L	\$14.00		
	Invoice		Date	Description		Amount			
	201917		12/30/2019	Holiday Bazaar Commission		\$14.00			
20491	01/13/2020	Open			Accounts Payable	Pinner Electric Co	\$1,400.00		
	Invoice		Date	Description		Amount			
	8235		12/22/2019	19GM traffic signal maintenance		\$588.00			
	8244		12/22/2019	19GM traffic signal maintenance		\$322.00			
	17724		12/22/2019	19GM traffic signal maintenance		\$490.00			
20492	01/13/2020	Open			Accounts Payable	Poellot, Joshua, J	\$820.00		
	Invoice		Date	Description		Amount			
	122219		12/22/2019	Lighting Up Lemont Web Videos		\$320.00			
	10520		01/05/2020	Dec 2019 TV/AV Support		\$500.00			

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From Payment Date: 12/24/2019 - To Payment Date: 1/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20493	01/13/2020	Open			Accounts Payable	Prospan Manufacturing Co., Inc.	\$6,964.55		
	Invoice		Date	Description		Amount			
	2020-0104		01/03/2020	shoring equipment		\$6,964.55			
20494	01/13/2020	Open			Accounts Payable	Quill Corporation	\$349.98		
	Invoice		Date	Description		Amount			
	3386091		12/16/2019	2 task chairs		\$349.98			
20495	01/13/2020	Open			Accounts Payable	Quinlan Security Systems	\$272.85		
	Invoice		Date	Description		Amount			
	25747		01/01/2020	VH door maintenance		\$272.85			
20496	01/13/2020	Open			Accounts Payable	Radar Man Inc	\$1,037.50		
	Invoice		Date	Description		Amount			
	4358		08/23/2019	Radar and Lidar Certifications		\$980.00			
	4424		11/04/2019	repair Golden Eagle		\$57.50			
20497	01/13/2020	Open			Accounts Payable	Rag's Electric	\$1,664.40		
	Invoice		Date	Description		Amount			
	22406		12/17/2019	Glens outlet		\$408.66			
	22382		12/10/2019	electrical work various locations		\$1,255.74			
20498	01/13/2020	Open			Accounts Payable	Rainbow Printing	\$195.95		
	Invoice		Date	Description		Amount			
	414003		12/18/2019	#10 utility bill window envelopes		\$195.95			
20499	01/13/2020	Open			Accounts Payable	Ristow, Leona	\$46.20		
	Invoice		Date	Description		Amount			
	201919		12/30/2019	Holiday Bazaar Commission		\$46.20			
20500	01/13/2020	Open			Accounts Payable	Rod Baker Ford	\$73.19		
	Invoice		Date	Description		Amount			
	182782		12/27/2019	parts		\$73.19			
20501	01/13/2020	Open			Accounts Payable	Rozycki, Lynn	\$35.70		
	Invoice		Date	Description		Amount			
	201918		12/30/2019	Holiday Bazaar Commission		\$35.70			
20502	01/13/2020	Open			Accounts Payable	Rush Truck Centers	\$510.00		
	Invoice		Date	Description		Amount			
	3017632215		12/13/2019	parts		\$510.00			
20503	01/13/2020	Open			Accounts Payable	Secretary Of State	\$10.00		
	Invoice		Date	Description		Amount			
	20-01-01 DSD		01/01/2020	suspension processing		\$10.00			
20504	01/13/2020	Open			Accounts Payable	Shred-It USA, LLC	\$107.00		
	Invoice		Date	Description		Amount			
	8128802383		12/22/2019	VH shredding 13316714		\$42.80			
	6128803791		12/22/2019	LPD shredding 13335609		\$64.20			
20505	01/13/2020	Open			Accounts Payable	The Municipal Clerks of Illinois	\$45.00		
	Invoice		Date	Description		Amount			
	20-01-23 MCI		01/07/2020	1/23-24/20 Seminar - C Smollen		\$45.00			
20506	01/13/2020	Open			Accounts Payable	Tyler Technologies Inc	\$1,758.29		
	Invoice		Date	Description		Amount			
	045-287057		12/25/2019	ePermitting & MyInspections training		\$1,758.29			

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From Payment Date: 12/24/2019 - To Payment Date: 1/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20507	01/13/2020	Open			Accounts Payable	Uznanski, Jacqueline	\$4.20		
	Invoice		Date	Description		Amount			
	201921		12/30/2019	Holiday Bazaar Commission		\$4.20			
20508	01/13/2020	Open			Accounts Payable	Vick, Randy	\$10.50		
	Invoice		Date	Description		Amount			
	201923		12/30/2019	Holiday Bazaar Commission		\$10.50			
20509	01/13/2020	Open			Accounts Payable	Visu-Sewer of Illinois, LLC	\$4,200.00		
	Invoice		Date	Description		Amount			
	8637		12/18/2019	sewer televising		\$4,200.00			
20510	01/13/2020	Open			Accounts Payable	Vulcan Materials	\$845.71		
	Invoice		Date	Description		Amount			
	32185432		12/30/2019	19GM gravel		\$650.57			
	3218531		12/30/2019	19GM gravel		\$195.14			
20511	01/13/2020	Open			Accounts Payable	WEX Fleet Universal	\$121.21		
	Invoice		Date	Description		Amount			
	63134089		12/31/2019	December 2019 retail fuel		\$121.21			
20512	01/13/2020	Open			Accounts Payable	Willowbrook Ford Inc.	\$234.95		
	Invoice		Date	Description		Amount			
	234.95		12/31/2019	warranty 14-2		\$234.95			
20513	01/13/2020	Open			Accounts Payable	Archadeck of Chicagoland dba Integrity Enterprises	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000836		12/30/2019	refund Clean Up Deposit - 1265 Camelot Ln		\$1,000.00			
20514	01/13/2020	Open			Accounts Payable	Climate Pros LLC	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000480		01/06/2020	refund Clean Up Bond - 1202 State St		\$1,000.00			
20515	01/13/2020	Open			Accounts Payable	Dziedzina, Katarzyna	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000004		01/03/2020	refund Clean Up Deposit		\$1,000.00			
20516	01/13/2020	Open			Accounts Payable	Elemental Landscapes LTD	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00001182		12/30/2019	refund Clean Up Deposit -13438 Adeline Ct		\$1,000.00			
20517	01/13/2020	Open			Accounts Payable	Elemental Landscapes LTD	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000016		01/03/2020	refund Clean Up Deposit - 13373 Bond Ln.		\$1,000.00			
20518	01/13/2020	Open			Accounts Payable	Lakeview Homes LLC	\$5,500.00		
	Invoice		Date	Description		Amount			
	2018-00000944		01/03/2020	refund Landscape and Temp Occ bonds - 12870 Rosa Ln		\$5,500.00			
20519	01/13/2020	Open			Accounts Payable	Lakeview Homes LLC	\$6,500.00		
	Invoice		Date	Description		Amount			
	2018-00000941		01/03/2020	refund Clean Up, Landscape, Temp Occ bonds - 12858 Rosa Ln		\$6,500.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20520	01/13/2020	Open			Accounts Payable	Lazarz, Magdalena	\$250.00		
	Invoice		Date	Description		Amount			
	19-12-20 ML		12/20/2019	refund for Metra Pass #250		\$250.00			
20521	01/13/2020	Open			Accounts Payable	MJR Logistics	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000467		12/19/2019	refund Clean Up Deposit - 1503 Magdalena Dr		\$1,000.00			
20522	01/13/2020	Open			Accounts Payable	Renaissance Maintenance	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00001272		12/27/2019	refund Clean Up Deposit - 12720 Archer Ave/CVS		\$1,000.00			
20523	01/13/2020	Open			Accounts Payable	Rusin/Sabina Gornik, Mateusz	\$5,500.00		
	Invoice		Date	Description		Amount			
	2018-00000467		12/19/2019	refund Landscape and Temp Occ bonds		\$5,500.00			
20524	01/13/2020	Open			Accounts Payable	South Suburban Environmental Health Council	\$235.00		
	Invoice		Date	Description		Amount			
	2020		12/19/2019	Membership Renewal - Jeanne Galzin		\$235.00			
20525	01/13/2020	Open			Accounts Payable	USA Bluebook	\$54.79		
	Invoice		Date	Description		Amount			
	100172		12/26/2019	Materials & Supplies-maintenance, safety, hardware, uniforms		\$54.79			
Type Check Totals:					93 Transactions		\$459,253.59		
EFT									
577	12/30/2019	Reconciled		12/30/2019	Accounts Payable	Illinois Municipal Retirement Fund	\$39,256.42	\$39,256.42	\$0.00
	Invoice		Date	Description		Amount			
	82904		12/30/2019	Dec 2019 Contribution		\$39,256.42			
578	01/13/2020	Open			Accounts Payable	Dynergy Energy Services LLC	\$34,089.94		
	Invoice		Date	Description		Amount			
	2020-00001007		01/02/2020	GMCVLG1004		\$9,987.85			
	9085319121		01/02/2020	GMCVLG1001		\$24,102.09			
579	01/13/2020	Open			Accounts Payable	Neopost #6083457	\$2,000.00		
	Invoice		Date	Description		Amount			
	201-01-02 PW		01/02/2020	via ACH - POC # 6083457		\$2,000.00			
580	01/13/2020	Open			Accounts Payable	PCM/TigerDirect Business	\$167.00		
	Invoice		Date	Description		Amount			
	B13118240101		12/20/2019	Antenna		\$167.00			
581	01/13/2020	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	0000531		12/31/2019	Dec 2019		\$3,336.67			
582	01/13/2020	Open			Accounts Payable	Tate, Jamie, M	\$3,628.80		
	Invoice		Date	Description		Amount			
	19-24		12/27/2019	11/25/19-12/08/19 planning services		\$757.40			
	19-25		12/27/2019	12/09/19-12/22/19 planning services		\$2,871.40			
Type EFT Totals:					6 Transactions		\$82,478.83	\$39,256.42	\$0.00
FM-Clearing - Accounts Payable Totals									
			Checks	Status	Count	Transaction Amount	Reconciled Amount		

Payment Register

From Payment Date: 12/24/2019 - To Payment Date: 1/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	93	\$459,253.59	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	93	\$459,253.59	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	5	\$43,222.41	\$0.00
						Reconciled	1	\$39,256.42	\$39,256.42
						Voided	0	\$0.00	\$0.00
						Total	6	\$82,478.83	\$39,256.42
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	98	\$502,476.00	\$0.00
						Reconciled	1	\$39,256.42	\$39,256.42
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	99	\$541,732.42	\$39,256.42

FM-Receipts - Village Receipts

EFT

127	12/30/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$221,812.50	
	Invoice		Date	Description		Amount		
	19-12-01 4774		12/26/2019	Series 2012A BI #4774		\$221,812.50		

Payment Register

From Payment Date: 12/24/2019 - To Payment Date: 1/13/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
128	01/01/2020	Open			Accounts Payable	Amalgamated Bank of Chicago	\$399,380.74		
	Invoice		Date	Description		Amount			
	19-12-01 7095		12/31/2019	Series 2019B BI #7095		\$399,380.74			

Type EFT Totals:

FM-Receipts - Village Receipts Totals

2 Transactions

\$621,193.24

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$621,193.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	2	\$621,193.24	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$621,193.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$621,193.24	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$459,253.59	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	93	\$459,253.59	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$664,415.65	\$0.00
	Reconciled	1	\$39,256.42	\$39,256.42
	Voided	0	\$0.00	\$0.00
	Total	8	\$703,672.07	\$39,256.42

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$1,123,669.24	\$0.00
	Reconciled	1	\$39,256.42	\$39,256.42
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	101	\$1,162,925.66	\$39,256.42

Payment Register

From Payment Date: 1/14/2020 - To Payment Date: 1/27/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
20526	01/14/2020	Open			Accounts Payable	Rex Radiator & Welding Co., Inc.	\$343.00		
	Invoice		Date	Description		Amount			
	B133188		09/18/2019	parts/repair		\$343.00			
20527	01/27/2020	Open			Accounts Payable	ADS LLC	\$1,580.00		
	Invoice		Date	Description		Amount			
	35342-1219		12/31/2019	cso flow monitoring		\$1,580.00			
20528	01/27/2020	Open			Accounts Payable	Amalgamated Bank of Chicago	\$950.00		
	Invoice		Date	Description		Amount			
	20-01-01 4003		01/01/2020	Series 2012A bond fees #4003		\$475.00			
	20-01-01 5002		01/01/2020	Series 2012B bond fees		\$475.00			
20529	01/27/2020	Open			Accounts Payable	AT&T	\$161.82		
	Invoice		Date	Description		Amount			
	19-12-1261		12/31/2019	142021261 - Village Hall internet		\$73.29			
	20-01-9005		01/02/2020	126379005 - metra station internet		\$88.53			
20530	01/27/2020	Open			Accounts Payable	Automatic Control Services	\$135.00		
	Invoice		Date	Description		Amount			
	4538		01/07/2020	well 4 repair		\$135.00			
20531	01/27/2020	Open			Accounts Payable	Avalon Petroleum Company	\$7,473.52		
	Invoice		Date	Description		Amount			
	566244		01/06/2020	1669 gallons regular		\$4,316.87			
	022538		01/02/2020	1450 gallons diesel		\$3,156.65			
20532	01/27/2020	Open			Accounts Payable	Baltic Home Improvements	\$2,374.62		
	Invoice		Date	Description		Amount			
	4508		01/17/2020	well 3 gutter repair		\$2,374.62			
20533	01/27/2020	Open			Accounts Payable	Castletown Homes, Inc.	\$13,000.00		
	Invoice		Date	Description		Amount			
	2019-00000070		01/16/2020	refund Clean Up Deposit - 12424 Lacey Dr		\$1,000.00			
	2019-00000070LT		01/16/2020	refund Landscape and Temp Occ bonds - 12424 Lacey Dr		\$5,500.00			
	2019-00000068		01/16/2020	refund Clean Up Deposit - 12420 Lacey Dr		\$1,000.00			
	2019-00000068LT		01/16/2020	refund Landscape and Temp Occ bonds - 12420 Lacey Dr		\$5,500.00			
20534	01/27/2020	Open			Accounts Payable	Chicago Parts Sound, LLC	\$354.00		
	Invoice		Date	Description		Amount			
	1-0124859		01/08/2020	supplies		\$354.00			
20535	01/27/2020	Open			Accounts Payable	Chicago Tribune Media Group	\$73.00		
	Invoice		Date	Description		Amount			
	014581664000		12/31/2019	Classified Listing		\$73.00			
20536	01/27/2020	Open			Accounts Payable	Cintas Corporation	\$130.06		
	Invoice		Date	Description		Amount			
	5015753930		01/08/2020	0010444222 - First Aid cabinet service - P.D.		\$130.06			
20537	01/27/2020	Open			Accounts Payable	Cintas Corporation	\$97.45		
	Invoice		Date	Description		Amount			
	4039655196		01/09/2020	# 14949901 - Village Hall carpet mats		\$97.45			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20538	01/27/2020	Open			Accounts Payable	ComEd	\$213.08		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	20-01-3016		01/06/2020		9338003016 - street lights - houston 1N schultz		\$21.52		
	20-01-2063		01/03/2020		1443022063 - street lights - KA Steel path		\$25.23		
	20-01-0155		01/06/2020		1515080155 - street lights - 451 Talcott		\$8.48		
	20-01-3015		01/03/2020		0432203015 - street lights - 44 Stephen St		\$94.76		
	20-01-4009		01/06/2020		0348764009 - street lights - 47 Stevens St		\$63.09		
20539	01/27/2020	Open			Accounts Payable	Concept Wireless Communications, Inc.	\$213.61		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	163101		01/09/2020		radio install		\$213.61		
20540	01/27/2020	Open			Accounts Payable	Cook County Treasurer	\$708.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2019-4		01/03/2020		19GM traffic signal maintenance		\$708.00		
20541	01/27/2020	Open			Accounts Payable	Courtney's Safety Lane Inc	\$80.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3013026		01/02/2020		safety lane		\$80.50		
20542	01/27/2020	Open			Accounts Payable	Create Cut Invent / Closed Circuit Innovations Inc	\$2,430.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	Feb 2020		01/20/2020		security camera maintenance		\$2,430.00		
20543	01/27/2020	Open			Accounts Payable	ecology + vision, llc	\$675.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1137		12/31/2019		plan review Timber Run Dev		\$450.00		
	1138		12/31/2019		plan review 1297 McCarthy Rd		\$75.00		
	1139		12/31/2019		plan review J-Ave Trucking		\$150.00		
20544	01/27/2020	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$4,240.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2019060		01/13/2020		I.T. Support		\$1,040.00		
	2019087		01/14/2020		I.T. Support		\$3,200.00		
20545	01/27/2020	Open			Accounts Payable	Heritage Corridor Convention and Visitors Bureau	\$320.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9488		01/09/2020		Membership - Corner Stone Tavern-DMA		\$160.00		
	9489		01/09/2020		membership - Next Mex-DMA		\$160.00		
20546	01/27/2020	Open			Accounts Payable	IAPEM	\$35.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	57578		12/21/2019		2020 Membership Dues		\$35.00		
20547	01/27/2020	Open			Accounts Payable	Illinois State Toll Highway Authority	\$178.40		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	G127000003275		01/09/2020		tolls #183045332 10/1-12/31		\$178.40		
20548	01/27/2020	Open			Accounts Payable	IRMA	\$9,400.70		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SALES0018023		01/02/2020		Dec 2019 deductible		\$1,633.60		
	SALES0018073		01/02/2020		Dec 2019 all events		\$7,767.10		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20549	01/27/2020	Open			Accounts Payable	Johnson Controls Security Solutions	\$322.50		
	Invoice		Date	Description		Amount			
	33718805		01/11/2020	pw alarm monitoring		\$161.25			
	33718803		01/11/2020	Main St l/s alarm monitoring		\$161.25			
20550	01/27/2020	Open			Accounts Payable	Kane, McKenna and Associates Inc	\$4,662.50		
	Invoice		Date	Description		Amount			
	16827		12/31/2019	I & M Canal TIF		\$4,662.50			
20551	01/27/2020	Open			Accounts Payable	Lina Embroidery	\$35.50		
	Invoice		Date	Description		Amount			
	4668st c		01/14/2020	sew patch		\$3.50			
	4673st c		01/14/2020	sew emblems		\$32.00			
20552	01/27/2020	Open			Accounts Payable	Mailfinance	\$1,380.00		
	Invoice		Date	Description		Amount			
	N8089324		01/04/2020	pw postage meter		\$1,380.00			
20553	01/27/2020	Open			Accounts Payable	McKay Printing Services	\$2,522.00		
	Invoice		Date	Description		Amount			
	26969		12/17/2019	Dec 19-Jun 20 newsletter printing and bundling		\$2,522.00			
20554	01/27/2020	Open			Accounts Payable	Menards	\$107.52		
	Invoice		Date	Description		Amount			
	62549		01/07/2020	supplies		\$107.52			
20555	01/27/2020	Open			Accounts Payable	Morris Engineering, Inc.	\$1,450.00		
	Invoice		Date	Description		Amount			
	20-07697		01/03/2020	Dec 2019 Reviews		\$1,450.00			
20556	01/27/2020	Open			Accounts Payable	NiCor Gas	\$585.34		
	Invoice		Date	Description		Amount			
	20/01-0043 0		01/09/2020	69-22-85-0043 0 ruffled fthrs l/s		\$124.94			
	20/01-1000 5		01/09/2020	84-38-99-1000 5 chestnut crossing l/s		\$38.03			
	20/01-20008		01/09/2020	85-71-20-20008 keepataw trails l/s		\$42.12			
	20/01-8700 1		01/06/2020	93-56-54-8700 1 smith farms l/s		\$37.55			
	20/01-9378 5		01/03/2020	25-59-90-9378 5 well #6		\$1.03			
	20/01-9589 2		01/06/2020	37-62-87-9589 2 target-kohls l/s		\$38.06			
	20/01-2000 4		01/03/2020	04-46-52-2000 4 well #4		\$82.36			
	20/01-2000 8		01/06/2020	37-54-52-2000 8 well #3		\$144.96			
	20/01-2000 6		01/03/2020	69-98-10-2000 6 oak tree ln l/s		\$0.29			
	20/01-2000 8 (2)		01/06/2020	74-12-00-2000 8 harpers grove l/s		\$38.45			
	20/01-4722 3		01/06/2020	91-25-56-4722 3 eagle ridge l/s		\$37.55			
20557	01/27/2020	Open			Accounts Payable	Office Depot	\$105.36		
	Invoice		Date	Description		Amount			
	423860692001		01/06/2020	supplies		\$105.36			
20558	01/27/2020	Open			Accounts Payable	Police Chief's Association of Will County	\$150.00		
	Invoice		Date	Description		Amount			
	2020		01/01/2020	membership renewal fees		\$150.00			
20559	01/27/2020	Open			Accounts Payable	Quench USA Inc	\$315.68		
	Invoice		Date	Description		Amount			
	301146410		01/06/2020	146998 - coffee service supplies		\$315.68			

Payment Register

From Payment Date: 1/14/2020 - To Payment Date: 1/27/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20560	01/27/2020	Open			Accounts Payable	Quill Corporation	\$279.63		
	Invoice		Date	Description		Amount			
	3702835		01/03/2020	VH office, breakroom supplies		\$203.72			
	3922539		01/10/2020	VH office, breakroom supplies		\$9.09			
	3691570		01/03/2020	VH office, breakroom supplies		\$66.82			
20561	01/27/2020	Open			Accounts Payable	Rag's Electric	\$803.63		
	Invoice		Date	Description		Amount			
	22417		12/31/2019	metra repair		\$539.63			
	22410		12/31/2019	Harpers Grove l/s repair		\$264.00			
20562	01/27/2020	Open			Accounts Payable	Rainbow Printing	\$69.95		
	Invoice		Date	Description		Amount			
	414028		01/13/2020	Date Received stamp		\$69.95			
20563	01/27/2020	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$338.91		
	Invoice		Date	Description		Amount			
	2001437-IN		01/08/2020	apparel		\$149.97			
	2002338-IN		01/13/2020	apparel - dt		\$188.94			
20564	01/27/2020	Open			Accounts Payable	Servpro of Wheaton/Glen Ellyn/Lisle	\$1,710.16		
	Invoice		Date	Description		Amount			
	415310746		12/31/2019	VH water leak repair		\$1,710.16			
20565	01/27/2020	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	111129		12/31/2019	Dec 19 adjudication		\$1,000.00			
20566	01/27/2020	Open			Accounts Payable	South Suburban Building Officials Association	\$120.00		
	Invoice		Date	Description		Amount			
	2020 SSBOA		01/13/2020	Annual Membership Fee		\$120.00			
20567	01/27/2020	Open			Accounts Payable	Southwest Central Dispatch	\$23,330.07		
	Invoice		Date	Description		Amount			
	19-12-19 SCD		12/19/2019	Jan 2020 Assessment		\$23,330.07			
20568	01/27/2020	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$10,533.50		
	Invoice		Date	Description		Amount			
	201912		01/02/2020	Dec 2019 Reviews and Inspections		\$10,533.50			
20569	01/27/2020	Open			Accounts Payable	Urban Forest Management, Inc.	\$1,558.75		
	Invoice		Date	Description		Amount			
	191115		01/13/2020	Plan Review and Report		\$217.50			
	191116		01/13/2020	Plan Review and Report		\$181.25			
	191212		01/13/2020	Plan Review and Report		\$217.50			
	191213		01/13/2020	Visit Site, Review Plans and Report		\$398.75			
	191214		01/13/2020	Plan Review and Report		\$145.00			
	191215		01/13/2020	Plan Review and Report		\$398.75			
20570	01/27/2020	Open			Accounts Payable	Visu-Sewer of Illinois, LLC	\$5,574.38		
	Invoice		Date	Description		Amount			
	19134-2F		01/07/2020	2019 Sewer televising, cleaning, manhole inspections		\$5,574.38			

Payment Register

From Payment Date: 1/14/2020 - To Payment Date: 1/27/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20571	01/27/2020	Open			Accounts Payable	Western Remac Inc	\$120.00		
	Invoice		Date	Description		Amount			
	57846		01/08/2020	20GM sign materials		\$120.00			
20572	01/27/2020	Open			Accounts Payable	Willowbrook Ford Inc.	\$40.38		
	Invoice		Date	Description		Amount			
	5143656		01/10/2020	parts		\$40.38			
20573	01/27/2020	Open			Accounts Payable	Lemont House Restaurant	\$600.00		
	Invoice		Date	Description		Amount			
	20-01-17 LHR		01/17/2020	refund amount overpaid for liquor license #30		\$600.00			
20574	01/27/2020	Open			Accounts Payable	Lendlease	\$458.00		
	Invoice		Date	Description		Amount			
	2016-00001018		01/17/2020	refund permit fees - KFC/Taco Bell 15663 127th St		\$458.00			
20575	01/27/2020	Open			Accounts Payable	Steele and Loeber	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00001154		01/08/2020	refund Clean Up Deposit - 207 E Custer St		\$1,000.00			
Type Check Totals:							50 Transactions	\$104,340.52	
Type EFT Totals:							1 Transactions	\$1,147.49	
FM-Clearing - Accounts Payable Totals									

Type Check Totals:

EFT

583	01/27/2020	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	20-01-15		01/15/2020	Jan 2020 payment		\$1,147.49			

Type EFT Totals:

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	\$104,340.52	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	50	\$104,340.52	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$1,147.49	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$1,147.49	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	\$105,488.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 1/14/2020 - To Payment Date: 1/27/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
					Total		51	\$105,488.01	\$0.00	
Grand Totals:										
					Checks		Status	Count	Transaction Amount	Reconciled Amount
							Open	50	\$104,340.52	\$0.00
							Reconciled	0	\$0.00	\$0.00
							Voided	0	\$0.00	\$0.00
							Stopped	0	\$0.00	\$0.00
							Total	50	\$104,340.52	\$0.00
					EFTs		Status	Count	Transaction Amount	Reconciled Amount
							Open	1	\$1,147.49	\$0.00
							Reconciled	0	\$0.00	\$0.00
							Voided	0	\$0.00	\$0.00
							Total	1	\$1,147.49	\$0.00
					All		Status	Count	Transaction Amount	Reconciled Amount
							Open	51	\$105,488.01	\$0.00
							Reconciled	0	\$0.00	\$0.00
							Voided	0	\$0.00	\$0.00
							Stopped	0	\$0.00	\$0.00
							Total	51	\$105,488.01	\$0.00

TO: Village Board

FROM: Chief Marc R. Maton

THROUGH: Village Administrator George Schafer

SUBJECT: Paraphernalia Possession by Minors and adoption of the Cannabis Regulation and Tax Act

DATE: January 27th, 2020

SUMMARY/ BACKGROUND

The Village of Lemont has previously adopted the Illinois Compiled Statutes, which included the prohibition of use and possession of drug paraphernalia. On January 1, 2020, Illinois Public Act 101-027 eliminated cannabis paraphernalia from the Cannabis Control Act. Additionally, the Cannabis Regulation and Tax Act was signed which legalized certain cannabis activities. Consequently, the Village Ordinance must be modified to stay consistent with the new state law.

ANALYSIS

Consistency with Village Policy

Public Act 101-027 struck cannabis paraphernalia from the definition of drug paraphernalia in the Controlled substances Act. The Cannabis Regulation and Tax Act legalized cannabis paraphernalia for persons 21 and over. Possession and use by persons under 21 remains illegal and must be adopted and enforced as ordinance violations.

Additionally, all new violations of the Cannabis Regulation and Tax Act must be enforced as civil violations. All cannabis must be used and possessed within the regulations set out by the Act.

Budget (if applicable). Not applicable.

Procurement Policy (if applicable). Not applicable.

Other Subheadings, as applicable. Please Specify.

Ordinance Section The Village Code, as amended, is hereby further amended in Title 5, Section 5.06.040 – Prohibitions Regarding Minors, and Title 9, Section 9.02.010 – State Law Adopted, with deletions in strikethrough and additions in underlined text so that 5.06.040 and 9.02.010 shall be read as follows:

5.06.040. – Prohibitions regarding minors

It is unlawful:

- (1) For any person, including any licensee, to sell, offer for sale, give away or deliver tobacco and/or nicotine products to any person under the age of 21 years.

Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco and/or nicotine products and on or upon every vending machine which offers tobacco and/or nicotine products for sale. Each such sign shall be plainly visible and shall state:

THE SALE OF TOBACCO AND/OR NICOTINE PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE IS PROHIBITED BY LAW.

The text of such signs shall be in red letters on a white background; said letters to be at least one inch high;

- (2) It is unlawful for any person under the age of 21 to manufacture, deliver, or possess any and all equipment, products, and materials of any kind which are peculiar to and marketed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing in the human body any cannabis or controlled substance, including any and all articles listed in the Illinois Drug Paraphernalia Control Act, 720 Illinois Compiled Statutes 600, as amended.
- (3) ~~(2)~~ For any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under 21 years of age to sell tobacco and/or nicotine products in any licensed premises;
- (4) ~~(3)~~ For any person under the age of 21 years to purchase tobacco and/or nicotine products, tobacco accessories or electronic cigarettes, or to misrepresent his identity or age or to use any false or altered identification for the purpose of purchasing tobacco and/or nicotine product;



- (5) (4) For any person under the age of 21 years to possess any tobacco and/or nicotine products, tobacco accessories or electronic cigarettes; provided, that the possession by a person under the age of 21 years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

(Ord. No. O-17-14, § 2, 3-24-2014; Ord. No. O-65-19, § 2, 8-26-2019)

9.02.010. – State law adopted.

No person shall violate any state law (~~including but not limited to 515 ILCS and 520 ILCS~~), violation of which is a class A misdemeanor, class B misdemeanor, class C misdemeanor, petty offense or business offense, and all such laws are adopted by reference as if set out at length in this section. The Illinois Compiled Statutes (including but not limited to 410 ILCS, 515 ILCS, 520 ILCS, 705 ILCS and 720 ILCS), are hereby adopted and made a part of this code by reference and shall be applicable within the village. All such laws shall be referred to by the letter "O" prefixing such section number. All citations so issued shall be issued in the name of the village and referred to as an "ordinance violation."

STAFF RECOMMENDATION:

Staff recommends the updating of the Village Ordinances to the new additions to state law legalizing cannabis.

BOARD ACTION REQUESTED

ATTACHMENTS

Amendment to Title 5, Section 5.06.040 and Title 9, Section 9.02.010



VILLAGE OF LEMONT

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5 AND TITLE 9 OF THE
LEMONT ILLINOIS MUNICIPAL CODE**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 27TH DAY OF JANUARY 2020**

**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 on this 27th day of January 2020**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5 AND TITLE 9 OF THE
LEMONT, ILLINOIS MUNICIPAL CODE**

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

WHEREAS, the Village President and Board of Trustees desire to amend a certain provision of the Lemont, Illinois Municipal Code (“Village Code”); and;

WHEREAS, the Village finds that it is in the best interests of the Village and its residents to amend Title 5 and Title 9 of the Village Code in the manner set forth below;

NOW THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION ONE: The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION TWO: The Village Code, as amended, is hereby further amended in Title 5, Section 5.06.040 – Prohibitions Regarding Minors, and Title 9, Section 9.02.010 – State law adopted, with deletions in strikethrough and additions in underlined text so that Section 5.06.040 and 9.02.010 shall be read as follows:

5.06.040. – Prohibitions regarding minors.

It is unlawful:

- (1) For any person, including any licensee, to sell, offer for sale, give away or deliver tobacco and/or nicotine products to any person under the age of 21 years.

Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco and/or nicotine products and on or upon every vending machine which offers tobacco and/or nicotine products for sale. Each such sign shall be plainly visible and shall state:

THE SALE OF TOBACCO AND/OR NICOTINE PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE IS PROHIBITED BY LAW.

The text of such signs shall be in red letters on a white background; said letters to be at least one inch high;

- (2) It is unlawful for any person under the age of 21 to manufacture, deliver, or possess any and all equipment, products, and materials of any kind which are peculiar to and marketed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing in the human body any cannabis or controlled substance, including any and all articles listed in the Illinois Drug Paraphernalia Control Act, 720 Illinois Compiled Statutes 600, as amended.
- (3) (2) For any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under 21 years of age to sell tobacco and/or nicotine products in any licensed premises;
- (4) (3) For any person under the age of 21 years to purchase tobacco and/or nicotine products, tobacco accessories or electronic cigarettes, or to misrepresent his identity or age or to use any false or altered identification for the purpose of purchasing tobacco and/or nicotine product;
- (5) (4) For any person under the age of 21 years to possess any tobacco and/or nicotine products, tobacco accessories or electronic cigarettes; provided, that the possession by a person under the age of 21 years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

(Ord. No. O-17-14, § 2, 3-24-2014; Ord. No. O-65-19, § 2, 8-26-2019)

9.02.010. – State laws adopted.

No person shall violate any state law (~~including but not limited to 515 ILCS and 520 ILCS~~), violation of which is a class A misdemeanor, class B misdemeanor, class C misdemeanor, petty offense or business offense, and all such laws are adopted by reference as if set out at length in this section. The Illinois Compiled Statutes (including but not limited to 410 ILCS, 515 ILCS, 520 ILCS, 705 ILCS and 720 ILCS), are hereby adopted and made a part of this code by reference and shall be applicable within the village. All such laws shall be referred to by the letter "O" prefixing such section number. All citations so issued shall be issued in the name of the village and referred to as an "ordinance violation."

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 27th DAY OF JANUARY 2020.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOFSKE, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

TO: Village Board
FROM: Chief Marc Maton
THROUGH: Village Administrator George Schafer
SUBJECT: Intergovernmental Agreement-DuPage MERIT Task Force
DATE: January 27th, 2020

SUMMARY/ BACKGROUND

The Lemont Police Department has been a member of the South Suburban Major Crimes Task Force since 2003. Membership in a major crimes task force functions as insurance to ensure that small municipalities will have the manpower resources to handle the investigation of a major crime. Major Crimes Task Forces are typically organized around county jurisdictions and membership is comprised of the detectives from member agencies.

ANALYSIS

Consistency with Village Policy

The updated Village of Lemont Strategic Plan outlines Intergovernmental Cooperation as a strategic priority.

Major crimes are relatively infrequent in villages like Lemont. Should one occur, the investigative resources needed would far outstrip the staffing of two detectives that are currently assigned by the agency. Many major crimes require up to thirty dedicated officers for the first week after a major crime.

Recognizing this unmet need and in the spirit of mutual aid, major crimes task forces were created in most areas of Illinois to share resources and reduce costs in the event of low frequency, manpower intensive criminal investigation.

The Village of Lemont joined the South Suburban (Cook County) Major Crimes TF in 2003. Membership dues for SSMMTF were \$1000 per year. In the intervening 14 years, the Lemont Police Department has requested activation of the task force on two occasions.



Over the years, the frequency of major crimes occurring in the South Suburbs has increased substantially. In recent years, Lemont officers have averaged twelve callouts per year for crimes occurring in other jurisdictions. The average call-out obligates a Lemont officer to approximately 32 hours of time, of which 16 hours is typically compensated as overtime. Consequently, it has been costing the Village approximately \$ 8,565 in regular time lost, and \$ 12,848 per year in overtime to respond to SSMCTF obligations.

It is anticipated that callouts in MERIT will average four per year, resulting in reduced costs for the Village.

The South Suburban Major Crimes Task Force provided support for major crimes investigations. MERIT provides that same support with additional components outlined below.

MERIT is comprised of nine (9) operational components and the Village of Lemont will have access to the below resources:

- Crisis Negotiations
- SWAT
- K-9 Response
- Major Crash Reconstruction
- Incident Management Assistance Team (IMAT)
- Planned Events
- Crime Scene Investigation
- Computer Forensics
- Investigations
- Major Crimes / Officer Involved Shootings
- Intelligence

MERIT is governed by a twelve-member Executive Board composed of member agency representatives. The Executive Board consists of the Chairperson, Vice-Chairperson, Treasurer, Secretary, & Immediate Past Chairperson. Patrol supervisors from member jurisdictions have the authority to request the activation of a MERIT component.

The Intergovernmental Risk Management Association (IRMA), and the DuPage County States Attorney, recently reviewed the MERIT by-laws. The indemnification language states that if MERIT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of MERIT in such lawsuit, claim or action. In addition, each participating agency agrees that it shall be responsible for defending itself and indemnifying its own officers or employees.



Budget (if applicable). The annual membership dues for MERIT are \$4,000.

Procurement Policy (if applicable). Not applicable.

Other Subheadings, as applicable. Please Specify.

STAFF RECOMMENDATION:

Staff recommends Village Board approval of a Resolution approving the MERIT Intergovernmental Police Service Assistance Agreement.

BOARD ACTION REQUESTED

Staff is requesting Village Board consideration of a proposed Resolution authorizing an Intergovernmental Police Service Agreement (IPSA) with the newly formed DuPage County Metropolitan Emergency Response and Investigation Team (MERIT) of DuPage County.

ATTACHMENTS

Resolution
MERIT - Intergovernmental Police Service Assistance Agreement
MERIT Bylaws



VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
POLICE SERVICE ASSISTANCE AGREEMENT TO JOIN THE DUPAGE
METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATION TEAM (MERIT)**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 27TH DAY OF JANUARY 2020**

**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 on this 27TH day of January 2020**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT TO JOIN THE DUPAGE METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATION TEAM (MERIT)

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

WHEREAS, the Village recognizes the need to develop an effective Intergovernmental Police Service Assistance Agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into an Intergovernmental Police Service Assistance Agreement for law enforcement services as further outlined on the attached as Exhibit A (“IPSA”); and;

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the signing of the Metropolitan Emergency Response & Investigation Team (MERIT) of DuPage County - Intergovernmental Police Service Assistance Agreement;

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION ONE: The Mayor and Board of Trustees of the Village of Lemont hereby accepts, approves and authorizes the signing in its entirety, the Metropolitan Emergency Response & Investigation Team (MERIT) of DuPage County – Intergovernmental Police Service Assistance Agreement.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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 JANUARY 2020.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Janelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

JOHN EGOFSKE, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

**METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT)
OF DUPAGE COUNTY - INTERGOVERNMENTAL POLICE SERVICE
ASSISTANCE AGREEMENT**

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

Recitals

This Intergovernmental Police Service Assistance (IPSA) Agreement is executed, in multiple counterparts, by the public agency shown upon last page hereof on the date that is set forth on the last page of this (IPSA) for the uses and purposes set forth herein.

Whereas, the undersigned public agency of the state of Illinois does hereby declare that it is in the best interest of the signatory public agency to make provision for law enforcement mutual aid in the event the undersigned public agency should need law enforcement mutual aid, and;

Whereas, the undersigned public agency of the State of Illinois recognizes that law enforcement mutual aid is most effective if those public agencies who could potentially benefit from law enforcement mutual aid are willing to provide law enforcement mutual aid to other public agencies who are willing to enter into a mutual aid agreement such as this Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 2020/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement mutual aid system, it is reasonable and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement mutual aid by and among signatory public agencies to the Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, this IPSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency; each public agency which signs a copy of this IPSA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of this IPSA; the specific intent of this IPSA being to safeguard the lives, persons and property of citizens of the County of DuPage and the State of Illinois during an emergency, law enforcement need, or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed and;

Whereas, the establishment of MERIT, as described below, eliminates the need for and will combine existing IPSA organizations, FIAT and the MCTF under MERIT'S authority enhancing intergovernmental law enforcement capacity and communication while further promoting efficient operational structure to enhance positive public safety outcomes for the citizens of its members in a cost effective manner.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Whereas all units of local government signing this Agreement shall be referred to herein as Participating Agencies.

Now, therefore, the undersigned public agency does hereby enter into this IPSA with each and every other public agency which signs a counterpart copy of this IPSA and agrees and contracts as follows:

Section 1. Incorporation of Recitals.

The foregoing Recitals are incorporated herein and shall constitute material elements of this IPSA Agreement.

Section 2. Purpose.

Participating Agencies recognize that in certain situations the lawful use of law enforcement personnel and equipment to perform law enforcement duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

Section 3. Power and Authority.

A. Rendering and Requesting Aid. Each Participating Agency agrees that all other Participating Agencies and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the Participating Agency and its employees to which they are rendering aid or assistance, even should that unit of local government's boundaries extend beyond the geographic boundaries of DuPage County. Each "Participating Agency" approving this IPSA Agreement) agrees to render and request mutual law enforcement personnel, equipment, resources and facilities ("Resources") to and from other Participating Agencies to the extent such Resources not required for adequate protection of the Participating Agency. The discretionary judgment of each Participating Agency, by its police chief, director of public safety or his/her designee, as to the amount of its resources available to render aid shall be final.

B. Command and Employment. Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this IPSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the chief law enforcement officer, or his or her designee, of the requesting Participating Agency. However, at all times such law enforcement personnel from a responding Participating Agency shall remain employees of the responding Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

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C. Reimbursement. Except as otherwise agreed to in writing between a requesting and responding Participating Agency, all Resources provided under this IPSA Agreement shall be provided without reimbursement to the responding Participating Agency from the requesting Participating Agency.

D. Withdrawal or Termination: Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to The MERIT board's chairperson. All annual fees payable to MERIT shall be paid prior to the effective date of withdrawal or termination and shall not be refunded or prorated: the obligation being annual regardless of the date of withdrawal or termination.

E. MERIT Member Termination. The chairperson may terminate a Participating Members membership in Merit upon 60 days written notice to the Participating Member of its failure or refusal to pay its annual fees. If a Participating Agency becomes a Requesting Participating Agency before the expiration of the 60 days it shall be obligated to pay MERIT the full annual fee for that year.

F. Dissolution. The Executive Board may vote to dissolve the MERIT Organization in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of all directors of the MERIT Organization must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. All participating agencies shall be given fourteen days' notice of the meeting date where the dissolution vote is on the agenda. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The chairperson will immediately notify all members of the MERIT Organization of the dissolution. The Chairperson shall be authorized to effect the dissolution of the MERIT Organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the MERIT Organization.

Section 4. Insurance and Indemnification.

A. Insurance. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

1. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
 5. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.
- B. Indemnification. Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own officers or employees in any action or dispute arising in connection with, or as a result of, this IPSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this IPSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.
- C. Reciprocal waiver and release. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases, and discharges all other Participating Agency's from any and all claims, actions, causes of action, injuries, deaths, costs or expenses resulting from any actionable error or omission of that Participating Agency in its performance of this Agreement at the request of a requesting Participating Agency.
- D. Defense. In the event that DuPage Metropolitan Emergency Response and Investigation Team (MERIT) is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of MERIT in such lawsuit, claim or action.

Section 5. DuPage Metropolitan Emergency Response and Investigation Team

- A. Authority. The DuPage Metropolitan Emergency Response and Investigation Team (MERIT) shall carry out the mutual aid roles and responsibilities of the Participating Agencies and is not a separate, independent public agency under 5 ILCS 220/2. All Participating Agencies shall be members of The DuPage Metropolitan Emergency Response and Investigation Team. The DuPage Metropolitan Emergency Response and Investigation Team shall be governed by an Executive Board that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this IPSA Agreement provided such rules and regulations are not inconsistent with the terms of this IPSA Agreement. Participating Agencies agree to abide by all rules and regulations properly adopted and approved by The DuPage Metropolitan Emergency Response and Investigation Team Executive Board. Each Participating Agency agrees not to hold itself out as an agent of The DuPage Metropolitan Emergency Response and

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Investigation Team and will instruct each of its employees that they are not to hold themselves out as employees or agents of The DuPage Metropolitan Emergency Response and Investigation Team.

- B. A copy of MERIT's initial by-laws are attached hereto and incorporated herein as if fully set forth a group exhibit 1. The by-laws may be amended by MERIT's executive board, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase MERIT's budget and result in a request to a Participating Agency for an increased payment shall not become effective until approved in the sole discretion of the corporate authorities of the Participating Member. If the Corporate Authorities of a Participating Member refuse or fail to pay a budget obligation to MERIT, the Chairperson shall proceed with termination as Set forth in Section 3 E.
- C. Executive Board. The MERIT Executive Board shall consist of twelve (12) persons comprised of the following:
- a. The MERIT Coordinator and three Deputy Coordinators.
 - b. The DuPage County Sheriff
 - c. Five (5) Chief Executive Officers from Participating Agencies.
 - d. A current Executive Board member of the DuPage County Chiefs of Police Association.
 - e. DuPage County States Attorney Designee (non-voting member).

Section 6. Effective Date and Term. This IPSA Agreement shall become effective upon its adoption by ordinance by at least two units of local government. Upon adoption of an ordinance approving this IPSA Agreement, a unit of local government shall be deemed a Participating Agency. Additional units of local government may become Participating Agencies upon prior approval of the MERIT Executive Board which approval shall not be unreasonably withheld.

Section 7. General Conditions.

- A. Amendment. No amendment or modification to this IPSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.
- B. Binding Effect and Assignment. The rights and obligations in this IPSA Agreement bind the Participating Agencies and may not be assigned or transferred.
- C. Third Party Beneficiary. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law immunities or privileges available to Participating members, their employees,

**METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION
TEAM (MERIT) OF DUPAGE COUNTY**

agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.

- D. Governing Laws and Venue. This IPSA Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The exclusive venue for the enforcement of the provisions of this IPSA Agreement or its construction or interpretation shall be in a court of law located in DuPage County, Illinois.
- E. Entire Agreement. This IPSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this IPSA Agreement.
- F. Waiver. The failure of a Participating Agency to exercise at any time any rights under this IPSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

SIGNATURE PAGES ATTACHED

**METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION
TEAM (MERIT) OF DUPAGE COUNTY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year above written.

VILLAGE OF LEMONT

By:

John Egofske
Mayor

Date

Attest:

Charlene Smollen
Village Clerk

Date

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT)

By:

CHIEF RAYMOND TURANO
Chairperson of the MERIT Executive Board

Date

By:

CHIEF JAMES GUNTHER
Vice Chairperson of the MERIT Executive Board

Date

Metropolitan Emergency Response & Investigation Team (MERIT) of DuPage County

MERIT POLICY STATEMENT:

In 2018, the leadership of the DuPage County Major Crimes Task Force and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Association of Chiefs of Police recognized the benefit of consolidating both task force entities into a single county-wide task force that includes the DuPage County Sheriffs Police. The pooling of resources into a combined county-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

These agreements and regulations are made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of these protocols is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all the citizens.

We strongly emphasize that no city or village will assert jurisdiction where none exists, and that MERIT will not operate at cross purposes with any assisting agency. In view of the fact that some cases comprise a Federal violation as well as a State violation, the use of MERIT will not be extended where such dual jurisdiction exists, unless it be by mutual agreement with Federal authorities.

ORGANIZATION:

MERIT shall be governed by a twelve-member Executive Board; five variable and seven static positions. The five variable positions consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary, & Immediate Past Chairperson. Static positions on the Executive Board include, the MERIT Coordinator, Deputy Coordinators (3), DuPage County Sheriff, DuPage County Chiefs of Police Association Executive Board Member Chief, and the DuPage County States Attorney (non-voting).

The MERIT Chairperson, Vice Chairperson, Secretary, Treasurer, and Immediate Past Chair shall serve as a member of the Executive Board for two (2) consecutive years.

The election of the MERIT Chair and Vice Chairperson shall be held biennially and must be the Chief Executive Officer of a MERIT member agency. With the exception of the inaugural MERIT Executive Board, the Chair and Vice Chair shall be elected by a majority vote of the member agency's CEO's at the annual membership meeting. The election shall be by ballot. If there is but one nominee for the office, the election may be by voice vote. The inaugural MERIT Executive Board will be approved by majority vote at a general membership meeting of the DuPage County Chiefs of Police Association.

The remaining variable positions of Secretary and Treasurer shall be appointed by the Chairperson of the applicable year to a two-year term of office and must be the Chief Executive Officer of a MERIT member agency. Multiple officers from a single agency may not concurrently serve on the Executive Board. No individual may concurrently hold more than one position on the Executive Board.

Vacancies on the Executive Board shall be filled within 60 days.

Objections to rules or actions by the MERIT Executive Board may be made by any member. Objections by members will be brought to a vote by the general membership and decided by a majority vote.

OPERATIONS POLICY

The MERIT Executive Board shall appoint the MERIT Coordinator, Deputy Coordinators, and Commanders of each MERIT Component. Supervisory and Team Leader positions will be filled by the component Commanders with approval by the MERIT Executive Board. These appointments shall be selected from MERIT member agencies.

MEMBERSHIP:

Membership shall be limited to Illinois law enforcement agencies, as defined by Illinois Statute, in DuPage County.

Requests for membership, other than the inaugural members of FIAT, DuPage Major Crimes, Naperville PO, and the DuPage County Sheriff, must be reviewed and endorsed by the Executive Board. The Executive Board shall consider the requesting agencies commitment to provide personnel to the MERIT components. Only those requests that have received the endorsement of the Executive Board will be brought before the Participating Agencies CEO's for consideration at the annual MERIT membership meeting.

Membership shall be approved or disapproved by a majority vote of those member agencies present at the annual membership meeting or at a special meeting convened by the Chairperson of the Executive Board.

Membership may be suspended or revoked in those instances in which a member agency:

- Fails to meet their obligations in accordance with these bylaws or the MERIT Intergovernmental Police Service Agreement (IPSA);
- or is found to be responsible for behavior detrimental to law enforcement or whose continued membership would prove detrimental to MERIT.

Membership may only be suspended or revoked by a two-thirds vote of the member agencies.

The member agency shall have the opportunity to appear before the membership prior to any vote to suspend or revoke their membership.

The Chairperson of the Executive Board may convene a special meeting of the member agencies for the purpose of determining an agency's membership status (e.g. request for membership, suspension or revocation).

MEETINGS:

The Executive Board shall meet on a monthly basis. The date, time, and location of these meetings shall be determined by the Chairperson. Written notice stating the location, day, and time of any meeting of the membership shall be delivered either personally, by mail, fax, or electronic mail to each member entitled to vote at such meeting, not less than five (5) days before the date of the meeting by, or at the discretion, of the Chairperson, Secretary, or the Executive Board members calling the meeting. If mailed, the notice shall be deemed delivered when deposited in the U.S. Mail.

The membership shall meet on an annual basis. The annual membership meeting shall occur in April. The date, time, and location of the meeting shall be determined by the Executive Board. Special meetings of the Executive Board or member agencies may be called by the Chairperson, if MERIT business so dictates.

The Chairperson may suspend, cancel, or delay meetings if they are in conflict with other law enforcement activities. The Chairperson shall preside over all meetings. In the absence of the Chairperson, the Vice-Chair shall preside. An agenda and meeting minutes shall be made available to all member agencies prior to, and following a meeting.

OPERATIONS POLICY

RULES OF ORDER:

The rules contained in *Roberts Rules of Order* (current edition) shall govern MERIT in all cases to which they are applicable, and in which they are not inconsistent with the bylaws of MERIT.

Seven (7) voting members of the Executive Board, one of which must include the Chairperson or Vice Chairperson, shall constitute a quorum at Executive Board meetings.

All matters put to a vote at the Executive Board meetings shall be decided by a majority vote of the board, unless otherwise stated in these bylaws.

The presence of a majority of the member communities shall constitute a quorum at the annual membership meeting.

All matters put to a vote at the annual membership meeting shall be decided by a majority vote. Member agency Chief Executive Officers shall each have one vote.

COMMITTEES:

The Executive Board shall create such committees as are deemed necessary to accomplish the purpose and needs of MERIT.

OPERATIONAL COMPONENTS:

MERIT shall be comprised of nine (9) operational components:

- Crisis Negotiations
- SWAT
- K-9 Response
- Major Crash Reconstruction
- Incident Management Assistance Team (IMAT)
- Planned Events
- Crime Scene Investigation
- Computer Forensics
- Investigations
- Major Crimes / OIS
- Intelligence

Police officers assigned to a MERIT component shall be restricted to full-time, salaried, commissioned law enforcement officers of the participating law enforcement agency.

MERIT COORDINATOR, DEPUTY COORDINATORS, AND COMMANDERS:

The MERIT Coordinator, Deputy Coordinators, and Commanders will be appointed by the Executive Board and shall serve at their discretion.

The MERIT Coordinator will act as a liaison to all the member agencies in overseeing the day-to-day affairs of MERIT, particularly during inactive periods.

The MERIT Coordinator shall be assisted by the three Deputy Coordinators. A Deputy Coordinator shall serve as the Coordinator during those instances in which the Coordinator is unavailable.

OPERATIONS POLICY

The MERIT Coordinator shall:

- Ensure the maintenance of pertinent call-out information, i.e. contact names and phone numbers at member agencies.
- Disseminate reports, including summaries of MERIT activations. Compile an annual report on a calendar year basis for distribution to all members.
- Disseminate a statistical analysis of MERIT activations, arrests, clearances, critical incidents, and results of investigations.
- At the direction of the Executive Board, and in conjunction with the component supervisor, develop or arrange training for MERIT members.
Oversee financial expenditures relating to MERIT by providing documentation to the Executive Board for approval prior to expenditures being made, except in an emergency where the approval of the President or the President's designee is authorized. Prepare fiscal reports to be distributed at the Executive Board quarterly meetings and the annual membership meeting.
- Maintain all records of MERIT.
- Consult with the Executive Board and advise them of the status of ongoing MERIT operations.

COMPONENT COMMANDERS:

Component Commanders will be appointed by the Executive Board and shall serve at their discretion. The Deputy Coordinator overseeing Major Crash Reconstruction and IMAT shall serve as the Planned Events Component Coordinator.

The Commander of each component will:

- Maintain pertinent call-out information, i.e., contact names and phone numbers at member agencies.
- Oversee equipment assigned to the component.
- Ensure the preparation all reports, including summaries of MERIT activations.
Maintain a statistical analysis of MERIT activations, arrests, and clearances, by-products of the investigation, man-hours expended, leads investigated, and interviews conducted.
- At the direction of the Executive Board, develop or arrange training for MERIT members.

TRAINING:

Members of MERIT will be trained by the member agency, so that each will be able to handle any facet of a MERIT Operation. MERIT training may be provided to supplement and update departmental training, with the goal of enhancing MERIT. Lesson plans for MERIT component training will be approved by the Executive Board through the MERIT Coordinator. Component Commanders are responsible for maintenance of MERIT component training records. All MERIT lesson plans, training records, and related documents created for MERIT remain the property of MERIT and must be authorized for use outside of MERIT by the Executive Board.

PROCEDURES FOR ACTIVATION OF MERIT:

MERIT activations are considered the highest priority and take precedence over normal duty assignments. However, MERIT recognizes the need for member agencies to maintain sufficient staffing levels, and as such does not require an agency to immediately release a component member if doing so would compromise that agency's effectiveness. Member agencies are expected to make every effort to replace and release on-duty component members as soon as possible. Component members will become subordinate to the component supervisor until the termination of the activation.

OPERATIONS POLICY

Patrol supervisors from member jurisdictions have the authority to request the activation of a MERIT component. The request to activate a component can be made by contacting the designated PSAP or MERIT Coordinator.

The Lombard Police Department will notify the component commander of the request. The component commander will review the request and, if appropriate, authorize the activation of the component.

Requests for assistance for Planned Events should go directly to the Deputy Coordinator overseeing same. Requests for the Computer Forensics component may be made by directly contacting the component Commander. The MERIT Chairperson, or designee, must authorize a response request from a non-member agency.

The Chairperson of the Executive Board shall have the authority to authorize the activation and deployment of a MERIT component in those instances not expressly permitted by policy, if doing so is based on an exigent need and all other law enforcement resources have been depleted or are not available.

COMMAND STRUCTURE DURING ACTIVATIONS:

The requesting agency incident commander during any MERIT activation shall be designated by the Chief Executive Officer of the requesting agency. The command structure utilized by any MERIT component during an activation will be consistent with that component's operations policy.

FISCAL YEAR:

The fiscal year of MERIT shall be from May 1st to April 30th.

DUES:

Annual dues shall be \$4,000. Annual dues shall be invoiced prior to May 15th. Dues must be paid by June 30th of the applicable fiscal year. Changes to the annual membership dues of MERIT by the Executive Board shall be approved by majority roll-call vote by the participating member agencies CEO at the annual membership meeting.

PERIODIC POLICY REVIEW:

The MERIT Executive Board will review this policy annually and recommend changes as necessary. Changes to the bylaws must be approved by the MERIT member agencies in the manner outlined in the "Rules of Order".

Commissioners to be Appointed at 1-27-2020 Village Board Meeting:

Term Expires	First Name	Last Name	Commission Name
2021	Michael	Pensinger	Police Pension Board
2021	Rudy	Pravdik	HCOR Commission

TO: Village Board
FROM: Jason Berry, AICP, Economic & Community Development Director
SUBJECT: Bluestone Development Services Update
DATE: December 9, 2019

SUMMARY/ BACKGROUND

On October 25, 2019, the Village of Lemont published a Request for Proposals (RFP) in the Daily Southtown for the acquisition and development of approximately 16 acres of Village-owned property at the northwest corner of IL-83 and Main Street. Proposals were due November 15, 2019. Bluestone Single Tenant Properties submitted the sole proposal.

The Bluestone proposal is anchored by a convenience store and fuel center plus a 14,960 SF retail outlet on Parcel B, a 8,400 SF on Parcel C (hard corner at 83 and Main), and an approximately 8 acre Parcel A to be used for light industrial, with the remainder for stormwater detention.

Bluestone has presented the Village with three contracts to purchase the following parcels:

- Contract A: \$625,000 for Parcel A containing approximately 9.1 acres (including approximately 1.85 acres of detention). The intended uses are industrial, distribution centers, and other comparable uses.
- Contract B: \$1,500,000 for Parcel B containing approximately 5.8 acres. The intended uses are a convenience store and fuel center (no overnight parking) and retail.
- Contract C: \$575,000 for Parcel C containing approximately 1.6 acres. The intended use is retail.

The total purchase price for the Village-owned property is \$2,700,000. Each contract contains a 180-day due diligence period, which can be extended an additional 180 days. Bluestone intends to purchase and develop the property. However, in the event they assign a parcel's contract to a third party for a net sale price greater than above, the Village and Bluestone would share the net profit. Legal descriptions and title commitments have been ordered.

Bluestone serves as the master developer for the site, currently working on the pre-development activities that were outlined in their agreement with the Village. An update was presented to the Committee of the Whole in October 2019. A due diligence summary from Bluestone is attached to this memo, with site plan, ALTA and topographical survey, and traffic study. Updated Phase I environmental site assessments (ESAs) and geotech reports have also been submitted; all appendices have been sent to the Village Engineer for review.

In November 2019 the Village approved a zoning map amendment to support the ideal future uses of the properties. Parcels fronting IL-83 were zoned B-3 Arterial Commercial. Parcels along Main Street to the west of the commercial parcels were zoned M-1 Light Manufacturing. The Village continues to work

with Knight Engineering to address the jurisdictional transfer of Bell Road/Old Archer from the Illinois Department of Transportation (IDOT) to the Village, as well as the IDOT appraisal and auction of excess right-of-way adjacent to Village property.

The final phase of the development agreement with Bluestone will include final engineering for IDOT, civil engineering for the Metropolitan Water Reclamation District, landscape plans, utility relocations, and preparation of agreements for the Village.

Gateway and Main & Archer TIF Districts

Between 2011 and 2015 the Village acquired 8 properties along the northwest corner of IL-83 and Main St, then located in the Gateway TIF, in order to create a single development site. Once assembled, the improvements were cleared and ESAs completed. In 2016, SB Friedman was hired as a development consultant and the Village issued a Request for Qualifications (RFQ) followed by an RFP for the redevelopment of 83 and Main. In 2017, the Village-owned properties, now tax-exempt, were removed from the Gateway TIF to create the Main & Archer TIF. Following an unsuccessful RFP, the Village began marketing the site directly to the real estate brokerage community in the summer of 2017.

When the Village acquired its first parcel in 2011 the corner was a mix of nightclubs, vacant buildings, residential property, heavy manufacturing, contractor yards, and auto repair, with much of it in unincorporated Cook County. The Gateway TIF district was created in 2009 to spur redevelopment along the northeast border. As stated in the Gateway Redevelopment Plan and Project (2008):

The area has been occupied by heavy industrial uses, wrecking, utility transmission and certain other noxious uses. Several buildings throughout the Redevelopment Project Area suffer from deterioration. Access to these properties and adequate utilities are severely lacking. There are environmental issues on some portions of the site which may impact adjacent properties once redevelopment begins to happen. These factors will require extra-ordinary costs in order to make development possible. These factors go beyond normal development costs and TIF funds will be necessary to finance related infrastructure, land preparation, and building rehabilitation.

The TIF Act provides a tool for the Village to acquire and assemble land for the purpose of redevelopment. Vacant, underutilized or misused property may be acquired by purchase, exchange, up to 100% write down, or long-term lease by private developers or the Village for the purpose of new development. Additionally, the Village may assist in the preparation of land to include demolition, environmental remediation, and flood mitigation. Through property acquisition to the present proposal to sell the properties to Bluestone, the Village has remained consistent to the 2008 Redevelopment Plan Objectives, which include:

- Strengthen the economic well-being of the Redevelopment Project Area and the Village by **increasing business activity, tax base, and job opportunities.**
- **Assemble land** into parcels of sufficient shape and size **for disposition and redevelopment** in accordance with this Redevelopment Plan and contemporary development needs and standards.
- **Stimulate private investment in appropriate new construction** and redevelopment.
- **Provide needed public improvements** or facilities in proper relationship to the projected demand for such facilities and in accordance with present-day design standards for such



facilities. Facilities will address the problems cited in the Eligibility Report, provide utilities, and create rights-of-way and access to the sites.

- **Provide needed incentives to encourage a broad range of improvements.**
- **Improve the visual attractiveness of the Village** through landscaping and coordination of design in the Redevelopment Project Area.
- **Address flooding problems.**

Maps of the Village's TIF Districts are online at <https://lemont.il.us/352/TIF-Districts>

ANALYSIS

Consistency with Village Policy

2018-21 Strategic Plan.

The sale and redevelopment of properties at 83 & Main are consistent with the Village's Economic Vitality and Financial Stability strategic priorities.

Economic Vitality

The EV priority addresses both retail and non-retail commercial sectors. Key outcome indicators include EAV, retail sales tax growth, and number of new businesses. Our targets include a 5% annual retail sales tax growth and \$10M in commercial EAV growth.

Financial Stability

The FS priority seeks to encourage a broad revenue base and stability in all government funds. Key outcome indicators include new revenue streams and internal loan repayments. Our targets include increasing annual revenues from new sources by \$750K beginning in FY20 and to have loans to 83 & Main (Gateway TIF) 100% repaid by FY23.

Analysis completed by Finance Director Chris Smith is attached. Loans to the Gateway TIF total \$3,722,909. Based on anticipated revenue provided by Bluestone (and verified by economic development consultants Kane, McKenna and Associates), internal loans are projected to be repaid by FY26.

Lemont 2030 Comprehensive Plan.

The Comprehensive Plan designates the subject property and the area surrounding Employment Center (EC) and Community Retail (CR). The future land use designations of EC and CR signify the Village's goals and objectives for this area and the thoroughness to which they have been planned.

BOARD ACTION REQUESTED

This item is presented for discussion.



ATTACHMENTS

1. Bluestone Single Tenant Properties Main & Archer RFP response letter (November 14, 2019)
2. Bluestone Parcel A Real Estate Purchase & Sale Agreement
3. Bluestone Parcel B Real Estate Purchase & Sale Agreement
4. Bluestone Parcel C Real Estate Purchase & Sale Agreement
5. Gateway TIF Finance Analysis
6. Summary of Anticipated Annual Revenue
7. Due Diligence Summary Memorandum (December 11, 2019)
8. Bluestone Mixed Retail Development Site Plan (October 4, 2019)
9. ALTA Survey and Topo (October 24, 2019)
10. Traffic Impact Study (October 14, 2019)



VILLAGE OF LEMONT

**ORDINANCE
NUMBER O-__-20**

**AN ORDINANCE APPROVING PARCEL A REAL ESTATE PURCHASE AND SALE
AGREEMENT WITH BSTP MIDWEST, LLC**

**JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk**

***JENELLE KITTRIDGE
DAVE MAHER
RYAN KWASNESKI
KEN MCCLAFFERTY
RICK SNIEGOWSKI
RON STAPLETON
Trustees***

AN ORDINANCE APPROVING PARCEL A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH BSTP MIDWEST, LLC

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, on October 25, 2019, the Village published a Request for Proposals (RFP) in the Daily Southtown for the acquisition and development of approximately 16 acres of Village-owned property at the northwest corner of IL-83 and Main Street; and

WHEREAS, Bluestone Single Tenant Properties (“BSTP Midwest, LLC”) submitted the sole responsive proposal; and

WHEREAS, Village staff has completed their review of the proposal and the Village is desirous to enter into a real estate purchase and sale agreement with BSTP Midwest, LLC for Parcel A as more specifically described in the Real Estate Purchase and Sale Agreement attached as **Exhibit “A”** (“Agreement”); and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement with BSTP Midwest, LLC;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1: RECITALS.

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Parcel A Real Estate Purchase and Sale Agreement with BSTP Midwest, LLC in substantially the same form as attached hereto as **Exhibit A**, subject to attorney review.

SECTION 3:

The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

SECTION 4:

This Ordinance, and its parts, are declared to be severable and any section, subsection, sentence, clause, provision, or portion of this Ordinance that is declared invalid such decision

shall not affect the validity of any other portion of this Ordinance, which shall remain in full force and effect.

SECTION 5:

All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6:

This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2020.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Jenelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A

PARCEL A

REAL ESTATE PURCHASE & SALE AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and entered into to be effective on the date both Seller and Buyer have executed this Agreement (the "**Effective Date**").

(i) Village of Lemont
418 Main Street
Lemont, IL 60439 ("Seller")

and

(ii) BSTP Midwest, LLC
a Delaware Limited Liability Company
410 N. Michigan Avenue, Suite 850
Chicago, IL 60611 ("Buyer")

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property according to the terms and conditions contained in this Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Seller shall convey to Buyer a parcel of land to be created out of a larger tract of land owned by Seller containing approximately 16.3 acres of land area located at the northwest corner of Illinois Route 83 and Main Street in Lemont, Cook County, Illinois (PINs: 22-13-302-003, 22-13-302-004, 22-13-302-005, 22-13-302-006, 22-13-302-009, 22-14-401-009, 22-14-401-010, 22-14-401-017, 22-14-401-023, 22-14-401-024, 22-14-401-028, 22-14-401-029, and 22-14-401-032 (the "**Parent Tract**"). The "**Property**" that Seller shall convey to Buyer shall mean that portion of the Parent Tract that has approximately 660 feet of frontage on Illinois Route 83 and contains approximately 9.1 acres of gross land area, together with all improvements thereon and appurtenances thereunto belonging, including without limitation, any right, title or interest of Seller in adjoining streets, alleyways, easements or rights-of-way (the "**Property**"). The Property is graphically depicted on Exhibit A-1 attached hereto and made a part hereof. Upon the receipt of the Survey (defined in Section 2 below), Buyer and Seller agree to amend this Agreement to attach a legal description of the Property as Exhibit A-2.

B. The "**Purchase Price**" shall mean the sum of Six Hundred Twenty-Five Thousand and no/100 Dollars (\$625,000.00). As evidence of its good faith, Buyer shall, within five (5) business days of the Effective Date, deposit One Thousand Dollars (\$1,000) (the "**Earnest Money Deposit**") with Old Republic National Title Insurance Company, 20 South Clark Street, Suite 2900, Chicago, Illinois 60603 ("Title Company") pursuant to a standard earnest money escrow agreement which shall provide that (i) the Earnest Money Deposit shall apply to the Purchase Price at closing and, (ii) in the event of termination of this Agreement, the disbursement of funds from the earnest money escrow shall be consistent with the terms of Section 6 hereof.

C. The "**Closing Date**" shall mean a date selected by Buyer by written notice to Seller and reasonably acceptable to Seller that is not later than thirty (30) days of all contingencies in Section 6 being satisfied or waived by Buyer.

D. "**Buyer's Intended Use**" of the Property shall mean industrial, distribution centers, and other comparable uses.

2. Title & Survey.

A. Buyer shall order an accurate survey of the Property from a licensed surveyor performed in accordance with ALTA/ACSM and Buyer's standards, in a form acceptable to Buyer and the Title Company ("**Survey**"), showing all easements, appurtenances, encroachments and improvements and containing a legal description of the Property. In addition, Buyer shall order a title commitment issued by the Title Company (the "**Title Commitment**") showing if the Property is subject to any leases, liens, easements, encroachments, charges, defects, parties in possession, contracts or encumbrances or other defect or exception unacceptable to Buyer ("**Title Defects**") other than those exceptions to title listed on Exhibit B attached hereto and made a part hereof ("**Permitted Exceptions**"). Buyer must be satisfied with the Title Commitment and Buyer must be satisfied that there are no Title Defects that are unacceptable to Buyer or which, in Buyer's sole discretion, will adversely affect or interfere with Buyer's Intended Use of the Property. Buyer shall notify Seller, in writing, of Buyer's objections to the status of title to the Property and matters shown on the Survey (collectively, the "**Title and Survey Objections**") prior to the expiration of the Due Diligence Period as defined in Section 6. Seller may, but shall not be required to, cure the Title and Survey Objections; provided, however, in the event Seller elects to cure the Title and Survey Objections, Seller shall use reasonable efforts to cure the Title and Survey Objections within thirty (30) days after Seller receives written notice thereof from Buyer. If Seller refuses or fails to cure any of the Title and Survey Objections to Buyer's reasonable satisfaction within thirty (30) days after Buyer notifies Seller of the same, in writing, then Buyer may either (i) terminate this Agreement, in which case the Earnest Money Deposit shall be immediately refunded to Buyer, or (ii) notify Seller that Buyer deems the uncured Title and Survey Objections to be Permitted Exceptions that shall be included in Exhibit B and proceed with the transaction as contemplated herein.

B. At the closing, Seller shall convey in fee simple to Buyer good and marketable title to the Property by execution and delivery of a warranty deed in form and substance satisfactory to Buyer and such that the Title Company will issue its standard American Land Title Association form B Owners Policy (2006), with extended coverage, free and clear of all leases, liens, easements, encroachments, charges, defects, parties in possession, contracts and encumbrances, except the Permitted Exceptions as defined on Exhibit B.

3. Closing, Possession and Access.

A. The closing shall be held on the Closing Date at a time and at an office of the Title Company designated by Buyer and reasonably acceptable to Seller. At closing, Buyer shall deliver to Seller the balance of the Purchase Price, less the amount of the Earnest Money Deposit, any paid Extension Deposit (as defined herein), plus or minus prorations. Seller shall pay all real estate ad valorem taxes assessed on

the Property that are due prior to closing. All such taxes that have accrued but are not yet due shall be prorated between Seller and Buyer as of the Closing Date based on one hundred five percent (105%) of the most recent ascertainable taxes. Seller shall also pay for the title policy with extended coverage from the Title Company in the amount of the Purchase Price, all state, county and municipal transfer taxes for the deed, recording fees for any releases and its attorneys' fees and, if the closing occurs, Seller shall pay one half of the Title Company's closing fees and reimburse Buyer for the cost of the Survey. Buyer shall pay the recording fee for the deed and its attorneys' fees and, if the closing occurs, one half of the Title Company's closing fees. Title commitment and escrow fees shall be split evenly between Buyer and Seller.

- B. At the closing, Seller shall deliver such affidavits and certifications, as Buyer or the Title Company shall reasonably request in connection with the closing and the issuance of Buyer's Owner's Policy of Title Insurance by the Title Company, including, without limitation, the Title Company's standard owner's lien affidavit and/or gap indemnity/undertaking. Possession of the Property shall be delivered coincident with the closing.
- C. Prior to the Closing Date, Buyer, its nominees and agents, shall have the right to enter upon the Property at any time and at their own risk and sole liability to make any inspections, tests, examinations, and surveys of the Property, including without limitation the performance of geotechnical and/or environmental testing (including the performance of any Phase I or Phase II invasive testing [as and if applicable]) to determine the suitability of the Property for Buyer's Intended Use and operation thereof; provided, however, such inspections, tests, examinations and surveys shall not unreasonably interfere with the use of the Property by Seller. Within five (5) days following the Effective Date, Seller will deliver to Buyer copies of all information necessary to facilitate Buyer's inspection of the Property to the extent such information is in the possession and control of Seller, including without limitation, copies of all reports, documents, studies, analysis, existing leases of the Property and other written information obtained by Seller with respect to the Property including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Phase I environmental reports (and any Phase II limited site investigations reports resulting therefrom), soil tests, feasibility studies, market studies, appraisals, previously issued title commitments, permits, approvals and authorizations (whether obtained from governmental authorities or third parties) (collectively, the "**Due Diligence Materials**"), such items to be delivered to Buyer together with a written notice from Seller setting forth with the specificity the Due Diligence Materials being delivered by Seller ("**Due Diligence Notice**"). Prior to closing, Seller shall not enter into any lease, contract, or other agreement affecting the Property, grant any easement affecting the Property, impose any land use restrictions against the Property or otherwise encumber the Property in any manner that will be binding on the Buyer or the Property after closing. Seller will cause, at its sole cost and expense, all existing leases, service contracts and other agreements affecting the Property to be terminated effective at or before closing.
- D. Buyer and Seller acknowledge that either party may wish to use the Property as part of a tax deferred exchange of property with a third party in accordance with Section 1031 of the Internal Revenue Code (or similar statute). In the event either party elects to complete such a tax deferred exchange, the other party (the "**Cooperating Party**") shall, at no cost or expense to the Cooperating Party,

cooperate in accomplishing such exchange, including, without limiting, execution of assignments and such other documentation that would be reasonably required to complete such exchange, provided that in no event shall the Cooperating Party be obligated to incur any expense or obligation in connection with such tax deferred exchange. The requesting party shall pay any additional transfer taxes, recording fees or similar closing costs resulting from such exchange. Any tax deferred exchange shall not delay the Closing Date.

4. Risk of Loss. All risk of loss of any kind with respect to the Property shall remain with Seller until the closing.

5. Default. If Seller fails to carry out the terms of this Agreement or refuses to perform its obligations hereunder upon proper tender of Buyer to close, Buyer may sue to require the specific performance of this Agreement by Seller and/or may pursue any other remedy available at law or equity. If Buyer fails to carry out the terms of this Agreement or refuses to perform its obligations hereunder upon proper tender of Seller to close, Seller may collect damages from Buyer not to exceed the amount of the Earnest Money Deposit and Extension Deposit (if any), as defined below.

6. Contingencies. Buyer's obligation to purchase the Property pursuant to this Agreement shall be subject to the satisfaction of the following contingencies:

- A. Buyer's counsel shall have approved the state of title, title insurance commitments and policies (with such endorsements as Buyer's attorney may require), the Survey, if any, and all documentation and closing proceedings in connection with the closing on or before the Closing Date.
- B. Within one hundred eighty (180) days following the later to occur of (a) the Effective Date of this Agreement, or (b) the date upon which Buyer has received the Due Diligence Materials and the Due Diligence Notice from Seller (the "**Due Diligence Period**"), Buyer shall have obtained the following:
 - (i) all requisite permits and approvals from the appropriate local, county and/or state governmental authorities for the construction and operation of Buyer's Intended Use of the Property including, but not limited to, all zoning and land use authorizations, conditional use permits, economic incentives for development of the Property for the benefit of Buyer, availability of all private and public utilities at the perimeter of the Property with sufficient capacity for Buyer's Intended Use, highway access permits, site plan approvals, signage permits, building permits and all operational licenses and permits;
 - (ii) confirmation, in its sole and absolute discretion, that the Property is suitable for Buyer's Intended Use and operation thereof based the results of any and all inspections, tests, examinations, and surveys performed on the Property by Buyer as permitted under Section 3 hereof, and
 - (iii) confirmation, in Buyer's sole and absolute discretion, that the Property meets Buyer's investment objectives and that the development of the Property is financially feasible.

The foregoing items Section 6.B(i), (ii) and (iii) are collectively referred to as "**Buyer's 6B Contingencies.**"

- C. Should Buyer fail to obtain to its satisfaction Buyer's 6B Contingencies prior to the expiration of the Due Diligence Period, Buyer, at its sole discretion, may either (i) terminate this Agreement, by giving notice to Seller on or before the expiration the Due Diligence Period without any further obligation and receive a refund of the Earnest Money Deposit, or (ii) extend the Due Diligence Period by an additional one hundred eighty (180) day period by notifying Seller in writing of its intention to do so on or before the expiration of the then current Due Diligence Period. In consideration for the extension of the Due Diligence Period, Buyer shall deposit an additional Five Thousand Dollars (\$5,000.00) with the Title Company (the "**Extension Deposit**") simultaneously and concurrently with its giving of said notice to Seller. The Earnest Money Deposit and Extension Deposit shall be refundable to Buyer following any termination of this Agreement by Buyer prior to the expiration of the Due Diligence Period (as extended) and shall be applied to the Purchase Price at closing.

- D. In the event that Buyer fails to obtain to its satisfaction Buyer's 6B Contingencies prior to the expiration of the Due Diligence Period (as extended), Buyer may, at its sole discretion, either (i) terminate this Agreement, by giving notice to Seller on or before the expiration of the Due Diligence Period, as extended, without any further obligation and receive a refund of the Earnest Money Deposit and Extension Deposit(s), or (ii) notify Seller of its waiver of this contingency and proceed to closing ("**Closing Notice**"), which notice shall be given to Seller on or before the expiration of the Due Diligence Period (as extended).

In the event Buyer fails to give notice of any election hereinabove provided in a timely fashion, Buyer shall be deemed to have elected to terminate this Agreement as of the date such election was to have been made and failure to deliver any such notice shall not be considered an event of Buyer's default.

7. Cooperation by Seller. Seller shall cooperate fully with Buyer, its agents and representatives with their efforts to obtain the above-referenced Governmental Permits & Approvals including signing or co-signing all requisite applications and other documentation. Seller further agrees to use reasonable commercial efforts to facilitate a request by Buyer to attend and give testimony at any meetings or hearings incident to the proceedings that require the presence of Seller.

8. Seller Representations, Warranties and Covenants. In addition to all other representations, warranties and covenants by Seller herein, Seller hereby represents, warrants and covenants, as follows:

- A. Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Property and no part of the Property is subject to any option contract or other sales contract pursuant to which any other party has any right to purchase an interest therein.

- B. Authority. Seller has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.

- C. Liens and Liabilities.
 - (i) Except for matters which can be removed by the payment of money, which Seller hereby agrees to remove at or before the Closing, the Property is not subject to any liens, security interests, or judgments of any kind whatsoever.

- (ii) Seller shall be responsible for all debts, claims, contracts, and liability in any way connected with the conduct of its operations on the Property, and Buyer shall have no liability for Seller's operations conducted on the Property or otherwise for any liabilities, known, contingent or otherwise, of the Seller.

- D. Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Buyer of any such notice received between the date hereof and the Closing. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.

- E. Governmental Regulations. To the best of Seller's knowledge and belief, Seller states the Property complies in all respects with all statutes, ordinances, regulations and administrative or judicial orders or holdings, whether or not appearing in the public records, and the consummation of the transaction contemplated by this Agreement, shall not violate any such statute, ordinance, regulation or administrative or judicial order or holding any other agreement or indenture by which Seller is bound.

- F. Dedication; Condemnation. Seller has not made any commitment to any governmental or quasi-governmental authority or agency (federal, state or local), to any employee or agent thereof, or to any third party to dedicate or grant any portion of the Property for roads, easements, rights of way, park lands, or other public or private purposes, or to grant any restrictions, or to incur any other expense or obligation relating to the Property. Seller has not received any written notice of any suits, actions or proceedings pending against or affecting the Property before any court or administrative proceeding or officer, relating to or involving eminent domain or condemnation proceedings nor, to the Seller's actual knowledge, are any such proceedings contemplated.

- G. Third Party Approvals. Other than potential governmental authorities, there are no third parties with approval rights over the construction or operation of any improvements to the Property contemplated by Buyer, and other than potential permitting limitations, there are no documented restrictions affecting Buyer's ability to construct or operate any improvements to the Property contemplated by Buyer.

- H. Hazardous Materials. To the best of Seller's knowledge and belief, Seller makes the following representations regarding the environmental contamination of the Property: (i) there are no pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release, or threat of release, on or in the Property or any hazardous materials (as such term is defined below), (ii) no governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or has threatened to determine, that there is a release, or threat of release, on or in the Property of any hazardous materials, or that either the Seller or the Property is in violation of any Hazardous Materials Law (as such term is defined below) (iii) Seller has had no communications or agreement with any governmental or quasi-governmental authority or agency (federal, state or local)

or any person or entity, including, but not limited to, any prior owners of the Property relating in any way to the release, or threat of release, on or in any part of the Property of any hazardous materials. For purposes of this Agreement, the term "hazardous materials" is defined as any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises are located or the United States Government and shall also be deemed to include without limitation, any material or substance that is (i) defined as a "hazardous substance" under any law of the state in which the Property is located; (ii) petroleum; (iii) asbestos; (iv) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321); (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the comprehensive Environmental Response, Compensation and Liability Action, 42 U.S.C. Section 9601 et seq.; or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq., the foregoing statutes together with any and all laws and regulations governing the handling, storage, release, remediation or disposal of hazardous materials are hereinafter collectively referred to as "Hazardous Material Laws".

- I. Mechanics Liens. Seller has duly paid all bills, claims, and obligations for labor performed and materials furnished in and about the improvement of the Property and no such bills, claims, or obligations are outstanding or unpaid.
- J. Encroachments. To the best of Seller's knowledge and belief, no improvements upon the Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Property.
- K. Special Assessments or Recapture Fees. There are no special assessments against the Property and there are no proceedings for special assessments pending against the Property. There are no recapture fees owed to any municipality or any third party that are due and payable upon the acquisition or subsequent development of the Property.

The representations, warranties and covenants set forth in this Agreement shall be deemed to have been made by Seller both as of the Effective Date and the Closing Date, shall be continuing and will survive the closing for a period of twelve (12) months.

If at any time after the execution of this Agreement either Buyer or Seller becomes aware of information that a representation and warranty contained in this Agreement is inaccurate, untrue or incorrect in any material respect, said party shall promptly disclose said information in writing to the other party hereto. Provided that the party making the representation has taken no willful act to cause the representation to become inaccurate, untrue or incorrect, said party shall not be in default under this Agreement and the sole remedy of the other party shall be to either (i) terminate this Agreement, in which event this Agreement, without further action of the parties, shall become null and void such that neither party shall have any further rights or obligations that, by their terms, expressly survive any such termination; or (ii) elect to proceed to Closing, in which case such party shall be deemed to have waived its rights with respect to any such representation or warranty being inaccurate, untrue or incorrect. Notwithstanding the foregoing, if the representation or warranty in question is rendered inaccurate by virtue of Seller's willful act or omission or Seller's breach of the express terms of this Agreement, then such shall constitute a default by Seller hereunder and the provisions of Section 5 shall govern. Buyer and Seller are prohibited from making claims against the other party hereto after the closing with respect to

any breaches of the other party's representations and warranties contained in this Agreement if the claiming party has knowledge of prior to closing that such representations or warranties are inaccurate, untrue or incorrect, or for which the claiming party has in its possession materials or documentation indicating that such representation or warranties are inaccurate, untrue, or incorrect.

9. Buyer Representations and Warranties. Buyer hereby represents and warrants the following to Seller:

- A. Authority. Buyer is a Delaware limited liability company and has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.
- B. Due Execution. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Buyer, or will be properly ratified by all necessary company action prior to closing, and does not and will not (a) require any consent or approval, that has not been obtained or (b) violate any provision of Buyer's organizational documents.

10. Confidentiality. Seller and Buyer acknowledge that the terms and conditions of this Agreement are confidential and that the terms and conditions herein shall not be discussed with any third parties, excepting therefrom Seller and Buyer's legal counsel, financial advisors and employees or family members of Seller. Any disclosure of information by Seller or Buyer, which is not allowed hereunder, shall constitute a default under this Agreement.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Recording. At the request of either party, the parties shall record this Agreement, or a shorter form hereof, completed with an exhibit containing the complete legal description of the Property. The requesting party shall pay for the cost of said recordation.

13. Assignment. Buyer shall have the unrestricted right to assign its rights and obligations under this Agreement to any Related Entity (defined below) or any Third Party (defined below) on or before the Closing Date. For purposes of this Agreement, a related entity shall mean a limited liability company formed by Buyer that designates Buyer or Richard Claes, personally as the Managing Member and that Buyer, Richard Claes, personally or Michael MacKinnon personally retain a collective ownership interest of not less than twenty-five percent (25%) ("Related Entity"). A third party shall mean any entity that does not meet the requirements of a Related Entity or any other entity or person that is not affiliated with Buyer ("Third Party").

- A. In the event Buyer assigns this Agreement to a Related Entity, the Village shall not be entitled to any further compensation.
- B. In the event that Buyer assigns this Agreement to a Third Party for an amount in excess of the Purchase Price and that Third Party closes on the transaction contemplated hereunder, the Village shall receive, in addition to the Purchase Price at closing:
 - (i) 60% of the net proceeds (gross sale proceeds less closing costs, soft costs, and attorneys fees less the Purchase Price) if the assignment by Buyer to either Finkbiner Equipment Company or the car wash user represented by Kiki Ress (the "Village's Protected Parties"); or

- (ii) 40% of the net profit (gross sale proceeds less costs less the Purchase Price) if the assignment by Buyer is to any entity other than the Village's Protected Parties.

14. Commission. Buyer and Seller hereby represents and warrants to the other that it has not contacted any real estate broker in connection with the purchase and sale contemplated herein. Buyer and Seller hereby agree to indemnify and hold the other party harmless for any claim made either before or after the Closing Date by any other broker alleging involvement on their behalf and seeking a commission on this transaction.

15. Notices. All notices required or desired to be given under this Agreement shall be in writing and delivered personally, delivered by reputable overnight courier, sent by email, or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

A. If to Seller: George Schafer
Village of Lemont
418 Main Street
Lemont, IL 60439
Email: gschafer@lemont.il.us

With a copy to:

B. If to Buyer: BSTP Midwest, LLC
410 N. Michigan Avenue, Suite 850
Chicago, IL 60611
Email: rick.claes@bluestonestp.com & mike@bluestonestp.com

With a copy to: Pablo Petrozzi
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800
Chicago, IL 60601-3713
Email: ppetrozzi@taftlaw.com

or to such other address as either party may from time to time designate by written notice given to the other party. Any notice given in accordance with the foregoing shall be deemed to have been given on the date upon which it shall have been delivered by personal delivery or overnight courier or three business days after being deposited in the United States mail certified, return receipt requested, whichever is first. Notices by email shall also be effective as of the date and time of the transmission, provided the notice transmitted is sent on a business day (Monday through Friday) during business hours (9:00am through 5:00pm). In the event notice is transmitted outside of a business day or business hours, the time of notice shall be the first hour of the next business day after transmission.

16. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements conditions and understandings between Seller and Buyer and there are no covenants, promises, agreements, conditions or understandings, either oral or written other than as set forth in this Agreement.

17. Modifications. No alteration, amendment, change, modification or addition to this Agreement, subsequent to the date hereof, shall be binding upon Seller or Buyer unless reduced to writing and signed by them, and by direct reference therein made a part thereof.

18. Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way shall affect, impair or invalidate any other provision hereof or thereof and such other provisions shall remain in full force and effect.

19. Delays. Whenever a period of time is provided in this Agreement for Seller or Buyer to do or perform any act or thing, neither party shall be liable or responsible for any delays due to strikes, lock outs, casualties, acts of God, war, governmental regulation or control or other similar causes beyond the reasonable control of either party, and in any such event said time period shall be extended for the amount of time Seller or Buyer is delayed. This provision shall not apply to the payment of money.

20. And/Or. When stated in this Agreement, "and/or" shall be construed conjunctively and disjunctively so as to require the broadest interpretation and/or meaning.

21. Survival. All representations, warranties, covenants, conditions, terms and agreements contained in this Agreement which either are expressed as surviving closing and/or the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after closing and/or expiration or termination of this Agreement, shall survive closing and/or the expiration or termination of this Agreement.

22. Captions. The captions/headings of each paragraph in this Agreement are for the convenience of the parties and are not terms of this Agreement.

23. Time of Essence. Time is of the essence with respect to all of the terms and provisions of this Agreement.

24. Construction. This Agreement shall not be construed either for or against Seller or Buyer, but shall be interpreted in accordance with the general tenor of the language in an effort to reach a fair and equitable result.

25. Attorneys' Fees. If either party hereto files a lawsuit in connection with this Agreement, the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit.

26. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original document and all of which together shall constitute but one and the same document. Delivery of this Agreement or a counterpart thereof by facsimile or electronic mail will constitute valid delivery.

27. Governing Law. The laws of the jurisdiction in which the Property is located (without regard to conflicts of law) will govern the validity, construction, enforcement and interpretation of this Agreement.

28. Waiver. No waiver by either Seller or Buyer of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Seller or Buyer of any of its rights hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

29. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties hereto, each party will perform, execute and/or deliver or cause to be performed, executed and/or delivered at the closing or after the closing, all further acts, deeds and assurances which may be reasonably required to (i) evidence and vest in

Buyer the ownership of, and title to, all of the Property, and (ii) consummate the transaction contemplated hereunder.

30. Business Day. For purposes hereof, any stated time period which expires on a weekend day or federal holiday shall be deemed to extend until the next business day.

31. No Third-Party Beneficiary. This Agreement is solely between Seller and Buyer and their respective successors and assigns and no other party will be entitled to rely on any provision hereof for any purpose whatsoever.

32. **WAIVER OF JURY TRIAL**. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

33. **JURISDICTION AND VENUE**. THE PARTIES IRRECOVABLY SUBMIT TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OR COUNTY IN WHICH THE PROPERTY IS LOCATED INCLUDING THE U.S. DISTRICT COURT, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH OR PROCEEDING WILL BE HEARD AND DETERMINED EXCLUSIVELY IN THESE COURTS. BUYER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, EACH PARTY MAY SEEK TEMPORARY INJUNCTIVE RELIEF IN A VENUE OF ITS CHOOSING.

[SIGNATURES INCLUDED ON THE FOLLOWING PAGE]

EXECUTED by the parties on the respective dates indicated below each signature.

SELLER: Village of Lemont

Date: _____, 2019

BUYER: BSTP Midwest, LLC



By: Rick Claes
Its: Managing Member
Date: November 14, 2019

SELLER ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this ___ day of _____, 2019
by _____ as _____ of the Village of Lemont on behalf of such
entity.

Notary Public

Printed Name of Notary

[Notarial Seal]


My commission expires: _____
Notary registration no.: _____

BUYER ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 14th day of November, 2019 by Rick
Claes as Managing Partner of BSTP Midwest, LLC, a Delaware limited liability company, on behalf of such
entity.





Notary Public

Michael J. MacKinnon

Printed Name of Notary

[Notarial Seal]

My commission expires: July 26, 2022
Notary registration no.: 804934

EXHIBIT A-1
DEPICTION OF THE PROPERTY

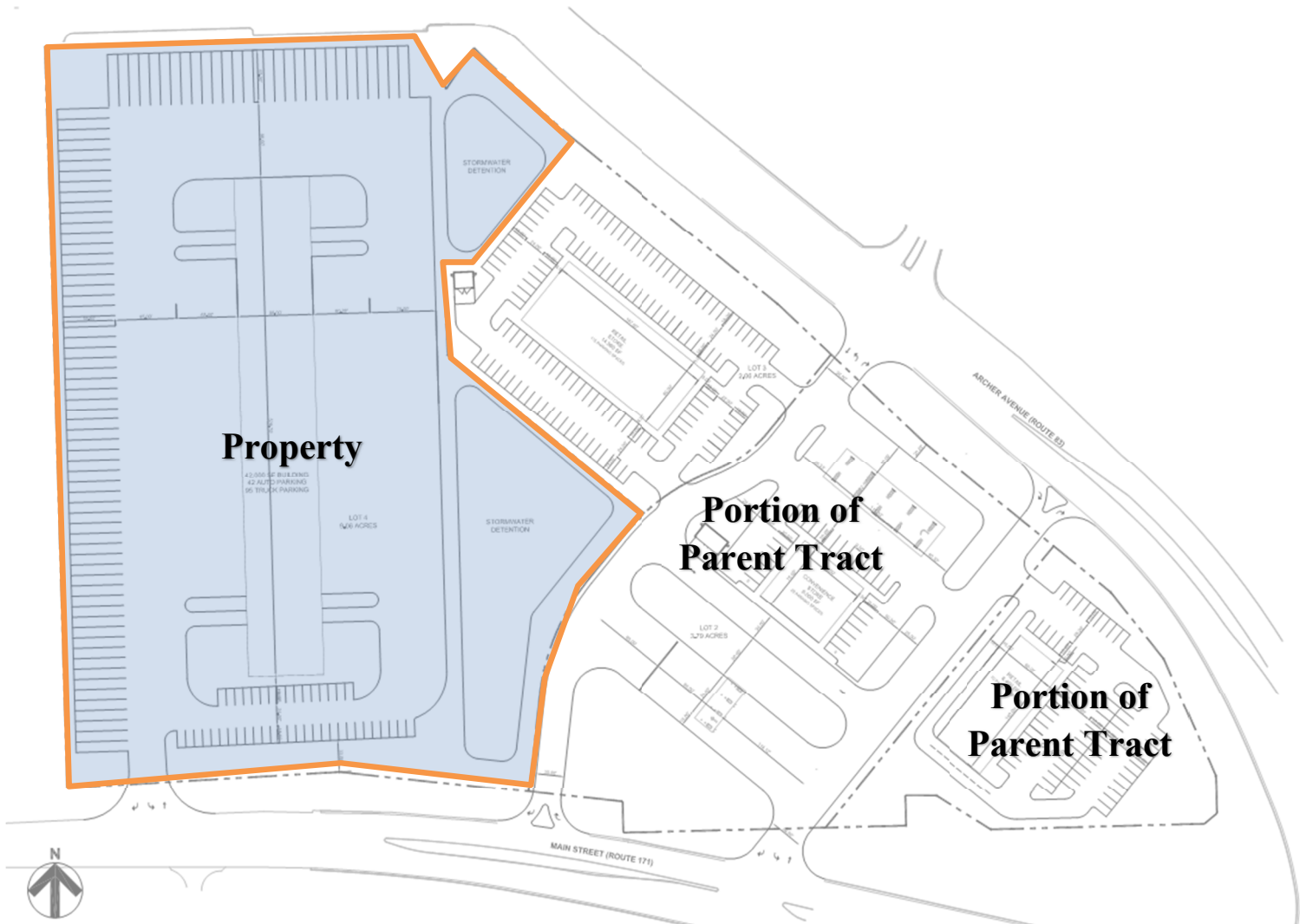


EXHIBIT A-2
LEGAL DESCRIPTION OF THE PROPERTY

(To be inserted upon completion of Survey)

EXHIBIT B
PERMITTED EXCEPTIONS

(To be inserted upon receipt of Title Commitment and review of Survey)

VILLAGE OF LEMONT

**ORDINANCE
NUMBER O-__-20**

**AN ORDINANCE APPROVING PARCEL B REAL ESTATE PURCHASE AND SALE
AGREEMENT WITH BSTP MIDWEST, LLC**

**JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk**

***JENELLE KITTRIDGE
DAVE MAHER
RYAN KWASNESKI
KEN MCCLAFFERTY
RICK SNIEGOWSKI
RON STAPLETON
Trustees***

AN ORDINANCE APPROVING PARCEL B REAL ESTATE PURCHASE AND SALE AGREEMENT WITH BSTP MIDWEST, LLC

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, on October 25, 2019, the Village published a Request for Proposals (RFP) in the Daily Southtown for the acquisition and development of approximately 16 acres of Village-owned property at the northwest corner of IL-83 and Main Street; and

WHEREAS, Bluestone Single Tenant Properties (“BSTP Midwest, LLC”) submitted the sole responsive proposal; and

WHEREAS, Village staff has completed their review of the proposal and the Village is desirous to enter into a real estate purchase and sale agreement with BSTP Midwest, LLC for Parcel B as more specifically described in the Real Estate Purchase and Sale Agreement attached as **Exhibit “A”** (“Agreement”); and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement with BSTP Midwest, LLC;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1: RECITALS.

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Parcel B Real Estate Purchase and Sale Agreement with BSTP Midwest, LLC in substantially the same form as attached hereto as **Exhibit A**, subject to attorney review.

SECTION 3:

The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

SECTION 4:

This Ordinance, and its parts, are declared to be severable and any section, subsection, sentence, clause, provision, or portion of this Ordinance that is declared invalid such decision

shall not affect the validity of any other portion of this Ordinance, which shall remain in full force and effect.

SECTION 5:

All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6:

This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2020.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Jenelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A

PARCEL B

REAL ESTATE PURCHASE & SALE AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and entered into to be effective on the date both Seller and Buyer have executed this Agreement (the "**Effective Date**").

(i) Village of Lemont
418 Main Street
Lemont, IL 60439 ("Seller")

and

(ii) BSTP Midwest, LLC
a Delaware Limited Liability Company
410 N. Michigan Avenue, Suite 850
Chicago, IL 60611 ("Buyer")

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property according to the terms and conditions contained in this Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Seller shall convey to Buyer a parcel of land to be created out of a larger tract of land owned by Seller containing approximately 16.3 acres of land area located at the northwest corner of Illinois Route 83 and Main Street in Lemont, Cook County, Illinois (PINs: 22-13-302-003, 22-13-302-004, 22-13-302-005, 22-13-302-006, 22-13-302-009, 22-14-401-009, 22-14-401-010, 22-14-401-017, 22-14-401-023, 22-14-401-024, 22-14-401-028, 22-14-401-029, and 22-14-401-032 (the "**Parent Tract**"). The "**Property**" that Seller shall convey to Buyer shall mean that portion of the Parent Tract that has approximately 660 feet of frontage on Illinois Route 83 and contains approximately 5.8 acres of gross land area, together with all improvements thereon and appurtenances thereunto belonging, including without limitation, any right, title or interest of Seller in adjoining streets, alleyways, easements or rights-of-way (the "**Property**"). The Property is graphically depicted on Exhibit A-1 attached hereto and made a part hereof. Upon the receipt of the Survey (defined in Section 2 below), Buyer and Seller agree to amend this Agreement to attach a legal description of the Property as Exhibit A-2.

B. The "**Purchase Price**" shall mean the sum of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00). As evidence of its good faith, Buyer shall, within five (5) business days of the Effective Date, deposit One Thousand Dollars (\$1,000) (the "**Earnest Money Deposit**") with Old Republic National Title Insurance Company, 20 South Clark Street, Suite 2900, Chicago, Illinois 60603 ("Title Company") pursuant to a standard earnest money escrow agreement which shall provide that (i) the Earnest Money Deposit shall apply to the Purchase Price at closing and, (ii) in the event of termination of this Agreement, the disbursement of

funds from the earnest money escrow shall be consistent with the terms of Section 6 hereof.

- C. The "**Closing Date**" shall mean a date selected by Buyer by written notice to Seller and reasonably acceptable to Seller that is not later than thirty (30) days of all contingencies in Section 6 being satisfied or waived by Buyer.
- D. "**Buyer's Intended Use**" of the Property shall mean a convenience store and fuel center (no extended overnight parking) and retail uses.

2. Title & Survey.

- A. Buyer shall order an accurate survey of the Property from a licensed surveyor performed in accordance with ALTA/ACSM and Buyer's standards, in a form acceptable to Buyer and the Title Company ("**Survey**"), showing all easements, appurtenances, encroachments and improvements and containing a legal description of the Property. In addition, Buyer shall order a title commitment issued by the Title Company (the "**Title Commitment**") showing if the Property is subject to any leases, liens, easements, encroachments, charges, defects, parties in possession, contracts or encumbrances or other defect or exception unacceptable to Buyer ("**Title Defects**") other than those exceptions to title listed on Exhibit B attached hereto and made a part hereof ("**Permitted Exceptions**"). Buyer must be satisfied with the Title Commitment and Buyer must be satisfied that there are no Title Defects that are unacceptable to Buyer or which, in Buyer's sole discretion, will adversely affect or interfere with Buyer's Intended Use of the Property. Buyer shall notify Seller, in writing, of Buyer's objections to the status of title to the Property and matters shown on the Survey (collectively, the "**Title and Survey Objections**") prior to the expiration of the Due Diligence Period as defined in Section 6. Seller may, but shall not be required to, cure the Title and Survey Objections; provided, however, in the event Seller elects to cure the Title and Survey Objections, Seller shall use reasonable efforts to cure the Title and Survey Objections within thirty (30) days after Seller receives written notice thereof from Buyer. If Seller refuses or fails to cure any of the Title and Survey Objections to Buyer's reasonable satisfaction within thirty (30) days after Buyer notifies Seller of the same, in writing, then Buyer may either (i) terminate this Agreement, in which case the Earnest Money Deposit shall be immediately refunded to Buyer, or (ii) notify Seller that Buyer deems the uncured Title and Survey Objections to be Permitted Exceptions that shall be included in Exhibit B and proceed with the transaction as contemplated herein.
- B. At the closing, Seller shall convey in fee simple to Buyer good and marketable title to the Property by execution and delivery of a warranty deed in form and substance satisfactory to Buyer and such that the Title Company will issue its standard American Land Title Association form B Owners Policy (2006), with extended coverage, free and clear of all leases, liens, easements, encroachments, charges, defects, parties in possession, contracts and encumbrances, except the Permitted Exceptions as defined on Exhibit B.

3. Closing, Possession and Access.

- A. The closing shall be held on the Closing Date at a time and at an office of the Title Company designated by Buyer and reasonably acceptable to Seller. At closing, Buyer shall deliver to Seller the balance of the Purchase Price, less the amount of

the Earnest Money Deposit, any paid Extension Deposit (as defined herein), plus or minus prorations. Seller shall pay all real estate ad valorem taxes assessed on the Property that are due prior to closing. All such taxes that have accrued but are not yet due shall be prorated between Seller and Buyer as of the Closing Date based on one hundred five percent (105%) of the most recent ascertainable taxes. Seller shall also pay for the title policy with extended coverage from the Title Company in the amount of the Purchase Price, all state, county and municipal transfer taxes for the deed, recording fees for any releases and its attorneys' fees and, if the closing occurs, Seller shall pay one half of the Title Company's closing fees and reimburse Buyer for the cost of the Survey. Buyer shall pay the recording fee for the deed and its attorneys' fees and, if the closing occurs, one half of the Title Company's closing fees. Title commitment and escrow fees shall be split evenly between Buyer and Seller.

- B. At the closing, Seller shall deliver such affidavits and certifications, as Buyer or the Title Company shall reasonably request in connection with the closing and the issuance of Buyer's Owner's Policy of Title Insurance by the Title Company, including, without limitation, the Title Company's standard owner's lien affidavit and/or gap indemnity/undertaking. Possession of the Property shall be delivered coincident with the closing.
- C. Prior to the Closing Date, Buyer, its nominees and agents, shall have the right to enter upon the Property at any time and at their own risk and sole liability to make any inspections, tests, examinations, and surveys of the Property, including without limitation the performance of geotechnical and/or environmental testing (including the performance of any Phase I or Phase II invasive testing [as and if applicable]) to determine the suitability of the Property for Buyer's Intended Use and operation thereof; provided, however, such inspections, tests, examinations and surveys shall not unreasonably interfere with the use of the Property by Seller. Within five (5) days following the Effective Date, Seller will deliver to Buyer copies of all information necessary to facilitate Buyer's inspection of the Property to the extent such information is in the possession and control of Seller, including without limitation, copies of all reports, documents, studies, analysis, existing leases of the Property and other written information obtained by Seller with respect to the Property including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Phase I environmental reports (and any Phase II limited site investigations reports resulting therefrom), soil tests, feasibility studies, market studies, appraisals, previously issued title commitments, permits, approvals and authorizations (whether obtained from governmental authorities or third parties) (collectively, the "**Due Diligence Materials**"), such items to be delivered to Buyer together with a written notice from Seller setting forth with the specificity the Due Diligence Materials being delivered by Seller ("**Due Diligence Notice**"). Prior to closing, Seller shall not enter into any lease, contract, or other agreement affecting the Property, grant any easement affecting the Property, impose any land use restrictions against the Property or otherwise encumber the Property in any manner that will be binding on the Buyer or the Property after closing. Seller will cause, at its sole cost and expense, all existing leases, service contracts and other agreements affecting the Property to be terminated effective at or before closing.
- D. Buyer and Seller acknowledge that either party may wish to use the Property as part of a tax deferred exchange of property with a third party in accordance with Section 1031 of the Internal Revenue Code (or similar statute). In the event either

party elects to complete such a tax deferred exchange, the other party (the "**Cooperating Party**") shall, at no cost or expense to the Cooperating Party, cooperate in accomplishing such exchange, including, without limiting, execution of assignments and such other documentation that would be reasonably required to complete such exchange, provided that in no event shall the Cooperating Party be obligated to incur any expense or obligation in connection with such tax deferred exchange. The requesting party shall pay any additional transfer taxes, recording fees or similar closing costs resulting from such exchange. Any tax deferred exchange shall not delay the Closing Date.

4. Risk of Loss. All risk of loss of any kind with respect to the Property shall remain with Seller until the closing.

5. Default. If Seller fails to carry out the terms of this Agreement or refuses to perform its obligations hereunder upon proper tender of Buyer to close, Buyer may sue to require the specific performance of this Agreement by Seller and/or may pursue any other remedy available at law or equity. If Buyer fails to carry out the terms of this Agreement or refuses to perform its obligations hereunder upon proper tender of Seller to close, Seller may collect damages from Buyer not to exceed the amount of the Earnest Money Deposit and Extension Deposit (if any), as defined below.

6. Contingencies. Buyer's obligation to purchase the Property pursuant to this Agreement shall be subject to the satisfaction of the following contingencies:

- A. Buyer's counsel shall have approved the state of title, title insurance commitments and policies (with such endorsements as Buyer's attorney may require), the Survey, if any, and all documentation and closing proceedings in connection with the closing on or before the Closing Date.
- B. Within one hundred eighty (180) days following the later to occur of (a) the Effective Date of this Agreement, or (b) the date upon which Buyer has received the Due Diligence Materials and the Due Diligence Notice from Seller (the "**Due Diligence Period**"), Buyer shall have obtained the following:
 - (i) all requisite permits and approvals from the appropriate local, county and/or state governmental authorities for the construction and operation of Buyer's Intended Use of the Property including, but not limited to, all zoning and land use authorizations, conditional use permits, economic incentives for development of the Property for the benefit of Buyer, availability of all private and public utilities at the perimeter of the Property with sufficient capacity for Buyer's Intended Use, highway access permits, site plan approvals, signage permits, building permits and all operational licenses and permits;
 - (ii) confirmation, in its sole and absolute discretion, that the Property is suitable for Buyer's Intended Use and operation thereof based the results of any and all inspections, tests, examinations, and surveys performed on the Property by Buyer as permitted under Section 3 hereof, and
 - (iii) confirmation, in Buyer's sole and absolute discretion, that the Property meets Buyer's investment objectives and that the development of the Property is financially feasible.

The foregoing items Section 6.B(i), (ii) and (iii) are collectively referred to as "**Buyer's 6B Contingencies**."

- C. Should Buyer fail to obtain to its satisfaction Buyer's 6B Contingencies prior to the expiration of the Due Diligence Period, Buyer, at its sole discretion, may either (i) terminate this Agreement, by giving notice to Seller on or before the expiration the Due Diligence Period without any further obligation and receive a refund of the Earnest Money Deposit, or (ii) extend the Due Diligence Period by an additional one hundred eighty (180) day period by notifying Seller in writing of its intention to do so on or before the expiration of the then current Due Diligence Period. In consideration for the extension of the Due Diligence Period, Buyer shall deposit an additional Five Thousand Dollars (\$5,000.00) with the Title Company (the "**Extension Deposit**") simultaneously and concurrently with its giving of said notice to Seller. The Earnest Money Deposit and Extension Deposit shall be refundable to Buyer following any termination of this Agreement by Buyer prior to the expiration of the Due Diligence Period (as extended) and shall be applied to the Purchase Price at closing.

- D. In the event that Buyer fails to obtain to its satisfaction Buyer's 6B Contingencies prior to the expiration of the Due Diligence Period (as extended), Buyer may, at its sole discretion, either (i) terminate this Agreement, by giving notice to Seller on or before the expiration of the Due Diligence Period, as extended, without any further obligation and receive a refund of the Earnest Money Deposit and Extension Deposit(s), or (ii) notify Seller of its waiver of this contingency and proceed to closing ("**Closing Notice**"), which notice shall be given to Seller on or before the expiration of the Due Diligence Period (as extended).

In the event Buyer fails to give notice of any election hereinabove provided in a timely fashion, Buyer shall be deemed to have elected to terminate this Agreement as of the date such election was to have been made and failure to deliver any such notice shall not be considered an event of Buyer's default.

7. Cooperation by Seller. Seller shall cooperate fully with Buyer, its agents and representatives with their efforts to obtain the above-referenced Governmental Permits & Approvals including signing or co-signing all requisite applications and other documentation. Seller further agrees to use reasonable commercial efforts to facilitate a request by Buyer to attend and give testimony at any meetings or hearings incident to the proceedings that require the presence of Seller.

8. Seller Representations, Warranties and Covenants. In addition to all other representations, warranties and covenants by Seller herein, Seller hereby represents, warrants and covenants, as follows:

- A. Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Property and no part of the Property is subject to any option contract or other sales contract pursuant to which any other party has any right to purchase an interest therein.

- B. Authority. Seller has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.

- C. Liens and Liabilities.
 - (i) Except for matters which can be removed by the payment of money, which Seller hereby agrees to remove at or before the Closing, the Property is not subject to any liens, security interests, or judgments of any kind whatsoever.

- (ii) Seller shall be responsible for all debts, claims, contracts, and liability in any way connected with the conduct of its operations on the Property, and Buyer shall have no liability for Seller's operations conducted on the Property or otherwise for any liabilities, known, contingent or otherwise, of the Seller.

- D. Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Buyer of any such notice received between the date hereof and the Closing. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.

- E. Governmental Regulations. To the best of Seller's knowledge and belief, Seller states the Property complies in all respects with all statutes, ordinances, regulations and administrative or judicial orders or holdings, whether or not appearing in the public records, and the consummation of the transaction contemplated by this Agreement, shall not violate any such statute, ordinance, regulation or administrative or judicial order or holding any other agreement or indenture by which Seller is bound.

- F. Dedication; Condemnation. Seller has not made any commitment to any governmental or quasi-governmental authority or agency (federal, state or local), to any employee or agent thereof, or to any third party to dedicate or grant any portion of the Property for roads, easements, rights of way, park lands, or other public or private purposes, or to grant any restrictions, or to incur any other expense or obligation relating to the Property. Seller has not received any written notice of any suits, actions or proceedings pending against or affecting the Property before any court or administrative proceeding or officer, relating to or involving eminent domain or condemnation proceedings nor, to the Seller's actual knowledge, are any such proceedings contemplated.

- G. Third Party Approvals. Other than potential governmental authorities, there are no third parties with approval rights over the construction or operation of any improvements to the Property contemplated by Buyer, and other than potential permitting limitations, there are no documented restrictions affecting Buyer's ability to construct or operate any improvements to the Property contemplated by Buyer.

- H. Hazardous Materials. To the best of Seller's knowledge and belief, Seller makes the following representations regarding the environmental contamination of the Property: (i) there are no pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release, or threat of release, on or in the Property or any hazardous materials (as such term is defined below), (ii) no governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or has threatened to determine, that there is a release, or threat of release, on or in the Property of any hazardous materials, or that either the Seller or the Property is in violation of any Hazardous Materials Law (as such term is defined below) (iii) Seller has had no communications or agreement with any

governmental or quasi-governmental authority or agency (federal, state or local) or any person or entity, including, but not limited to, any prior owners of the Property relating in any way to the release, or threat of release, on or in any part of the Property of any hazardous materials. For purposes of this Agreement, the term "hazardous materials" is defined as any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises are located or the United States Government and shall also be deemed to include without limitation, any material or substance that is (i) defined as a "hazardous substance" under any law of the state in which the Property is located; (ii) petroleum; (iii) asbestos; (iv) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321); (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the comprehensive Environmental Response, Compensation and Liability Action, 42 U.S.C. Section 9601 et seq.; or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq., the foregoing statutes together with any and all laws and regulations governing the handling, storage, release, remediation or disposal of hazardous materials are hereinafter collectively referred to as "Hazardous Material Laws".

- I. Mechanics Liens. Seller has duly paid all bills, claims, and obligations for labor performed and materials furnished in and about the improvement of the Property and no such bills, claims, or obligations are outstanding or unpaid.
- J. Encroachments. To the best of Seller's knowledge and belief, no improvements upon the Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Property.
- K. Special Assessments or Recapture Fees. There are no special assessments against the Property and there are no proceedings for special assessments pending against the Property. There are no recapture fees owed to any municipality or any third party that are due and payable upon the acquisition or subsequent development of the Property.

The representations, warranties and covenants set forth in this Agreement shall be deemed to have been made by Seller both as of the Effective Date and the Closing Date, shall be continuing and will survive the closing for a period of twelve (12) months.

If at any time after the execution of this Agreement either Buyer or Seller becomes aware of information that a representation and warranty contained in this Agreement is inaccurate, untrue or incorrect in any material respect, said party shall promptly disclose said information in writing to the other party hereto. Provided that the party making the representation has taken no willful act to cause the representation to become inaccurate, untrue or incorrect, said party shall not be in default under this Agreement and the sole remedy of the other party shall be to either (i) terminate this Agreement, in which event this Agreement, without further action of the parties, shall become null and void such that neither party shall have any further rights or obligations that, by their terms, expressly survive any such termination; or (ii) elect to proceed to Closing, in which case such party shall be deemed to have waived its rights with respect to any such representation or warranty being inaccurate, untrue or incorrect. Notwithstanding the foregoing, if the representation or warranty in question is rendered inaccurate by virtue of Seller's willful act or omission or Seller's breach of the express terms of this Agreement, then such shall constitute a default by Seller hereunder and the provisions of Section 5 shall govern. Buyer and

Seller are prohibited from making claims against the other party hereto after the closing with respect to any breaches of the other party's representations and warranties contained in this Agreement if the claiming party has knowledge of prior to closing that such representations or warranties are inaccurate, untrue or incorrect, or for which the claiming party has in its possession materials or documentation indicating that such representation or warranties are inaccurate, untrue, or incorrect.

9. Buyer Representations and Warranties. Buyer hereby represents and warrants the following to Seller:

- A. Authority. Buyer is a Delaware limited liability company and has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.
- B. Due Execution. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Buyer, or will be properly ratified by all necessary company action prior to closing, and does not and will not (a) require any consent or approval, that has not been obtained or (b) violate any provision of Buyer's organizational documents.

10. Confidentiality. Seller and Buyer acknowledge that the terms and conditions of this Agreement are confidential and that the terms and conditions herein shall not be discussed with any third parties, excepting therefrom Seller and Buyer's legal counsel, financial advisors and employees or family members of Seller. Any disclosure of information by Seller or Buyer, which is not allowed hereunder, shall constitute a default under this Agreement.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Recording. At the request of either party, the parties shall record this Agreement, or a shorter form hereof, completed with an exhibit containing the complete legal description of the Property. The requesting party shall pay for the cost of said recordation.

13. Assignment. Buyer shall have the unrestricted right to assign its rights and obligations under this Agreement to any Related Entity (defined below) or any Third Party (defined below) on or before the Closing Date. For purposes of this Agreement, a related entity shall mean a limited liability company formed by Buyer that designates Buyer or Richard Claes, personally as the Managing Member and that Buyer, Richard Claes, personally or Michael MacKinnon personally retain a collective ownership interest of not less than twenty-five percent (25%) ("Related Entity"). A third party shall mean any entity that does not meet the fulfill the requirements of a Related Entity or any other entity or person that is not affiliated with Buyer ("Third Party").

- A. In the event Buyer assigns this Agreement to a Related Entity, the Village shall not be entitled to any further compensation.
- B. In the event that Buyer assigns this Agreement to a Third Party for an amount in excess of the Purchase Price and that Third Party closes on the transaction contemplated hereunder, the Village shall receive, in addition to the Purchase Price at closing:
 - (i) 60% of the net proceeds (gross sale proceeds less closing costs, soft costs, and attorneys fees less the Purchase Price) if the assignment by Buyer to either Finkbiner Equipment Company or the car wash user represented by Kiki Ress (the "Village's Protected Parties"); or

- (ii) 40% of the net profit (gross sale proceeds less costs less the Purchase Price) if the assignment by Buyer is to any entity other than the Village's Protected Parties.

14. Commission. Buyer and Seller hereby represents and warrants to the other that it has not contacted any real estate broker in connection with the purchase and sale contemplated herein. Buyer and Seller hereby agree to indemnify and hold the other party harmless for any claim made either before or after the Closing Date by any other broker alleging involvement on their behalf and seeking a commission on this transaction.

15. Notices. All notices required or desired to be given under this Agreement shall be in writing and delivered personally, delivered by reputable overnight courier, sent by email, or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

A. If to Seller: George Schafer
Village of Lemont
418 Main Street
Lemont, IL 60439
Email: gschafer@lemont.il.us

With a copy to:

B. If to Buyer: BSTP Midwest, LLC
410 N. Michigan Avenue, Suite 850
Chicago, IL 60611
Email: rick.claes@bluestonestp.com & mike@bluestonestp.com

With a copy to: Pablo Petrozzi
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800
Chicago, IL 60601-3713
Email: ppetrozzi@taftlaw.com

or to such other address as either party may from time to time designate by written notice given to the other party. Any notice given in accordance with the foregoing shall be deemed to have been given on the date upon which it shall have been delivered by personal delivery or overnight courier or three business days after being deposited in the United States mail certified, return receipt requested, whichever is first. Notices by email shall also be effective as of the date and time of the transmission, provided the notice transmitted is sent on a business day (Monday through Friday) during business hours (9:00am through 5:00pm). In the event notice is transmitted outside of a business day or business hours, the time of notice shall be the first hour of the next business day after transmission.

16. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements conditions and understandings between Seller and Buyer and there are no covenants, promises, agreements, conditions or understandings, either oral or written other than as set forth in this Agreement.

17. Modifications. No alteration, amendment, change, modification or addition to this Agreement, subsequent to the date hereof, shall be binding upon Seller or Buyer unless reduced to writing and signed by them, and by direct reference therein made a part thereof.

18. Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way shall affect, impair or invalidate any other provision hereof or thereof and such other provisions shall remain in full force and effect.

19. Delays. Whenever a period of time is provided in this Agreement for Seller or Buyer to do or perform any act or thing, neither party shall be liable or responsible for any delays due to strikes, lock outs, casualties, acts of God, war, governmental regulation or control or other similar causes beyond the reasonable control of either party, and in any such event said time period shall be extended for the amount of time Seller or Buyer is delayed. This provision shall not apply to the payment of money.

20. And/Or. When stated in this Agreement, "and/or" shall be construed conjunctively and disjunctively so as to require the broadest interpretation and/or meaning.

21. Survival. All representations, warranties, covenants, conditions, terms and agreements contained in this Agreement which either are expressed as surviving closing and/or the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after closing and/or expiration or termination of this Agreement, shall survive closing and/or the expiration or termination of this Agreement.

22. Captions. The captions/headings of each paragraph in this Agreement are for the convenience of the parties and are not terms of this Agreement.

23. Time of Essence. Time is of the essence with respect to all of the terms and provisions of this Agreement.

24. Construction. This Agreement shall not be construed either for or against Seller or Buyer, but shall be interpreted in accordance with the general tenor of the language in an effort to reach a fair and equitable result.

25. Attorneys' Fees. If either party hereto files a lawsuit in connection with this Agreement, the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit.

26. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original document and all of which together shall constitute but one and the same document. Delivery of this Agreement or a counterpart thereof by facsimile or electronic mail will constitute valid delivery.

27. Governing Law. The laws of the jurisdiction in which the Property is located (without regard to conflicts of law) will govern the validity, construction, enforcement and interpretation of this Agreement.

28. Waiver. No waiver by either Seller or Buyer of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Seller or Buyer of any of its rights hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

29. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties hereto, each party will perform, execute and/or deliver or cause to be performed, executed and/or delivered at the closing or after the closing, all further acts, deeds and assurances which may be reasonably required to (i) evidence and vest in

Buyer the ownership of, and title to, all of the Property, and (ii) consummate the transaction contemplated hereunder.

30. Business Day. For purposes hereof, any stated time period which expires on a weekend day or federal holiday shall be deemed to extend until the next business day.

31. No Third-Party Beneficiary. This Agreement is solely between Seller and Buyer and their respective successors and assigns and no other party will be entitled to rely on any provision hereof for any purpose whatsoever.

32. **WAIVER OF JURY TRIAL**. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

33. **JURISDICTION AND VENUE**. THE PARTIES IRRECOVABLY SUBMIT TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OR COUNTY IN WHICH THE PROPERTY IS LOCATED INCLUDING THE U.S. DISTRICT COURT, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH OR PROCEEDING WILL BE HEARD AND DETERMINED EXCLUSIVELY IN THESE COURTS. BUYER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, EACH PARTY MAY SEEK TEMPORARY INJUNCTIVE RELIEF IN A VENUE OF ITS CHOOSING.

[SIGNATURES INCLUDED ON THE FOLLOWING PAGE]

EXECUTED by the parties on the respective dates indicated below each signature.

SELLER: Village of Lemont

Date: _____, 2019

BUYER: BSTP Midwest, LLC



By: Rick Claes
Its: Managing Member
Date: November 14, 2019

SELLER ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this ___ day of _____, 2019
by _____ as _____ of the Village of Lemont on behalf of such
entity.

Notary Public

Printed Name of Notary

[Notarial Seal]

My commission expires: _____

Notary registration no.: _____

BUYER ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 14th day of November, 2019
by Rick Claes as Managing Partner of BSTP Midwest, LLC, a Delaware limited liability company, on behalf
of such entity.



Notary Public

Michael J. MacKinnon

Printed Name of Notary

[Notarial Seal]

My commission expires: July 26, 2022

Notary registration no.: 804934

EXHIBIT A-1
DEPICTION OF THE PROPERTY

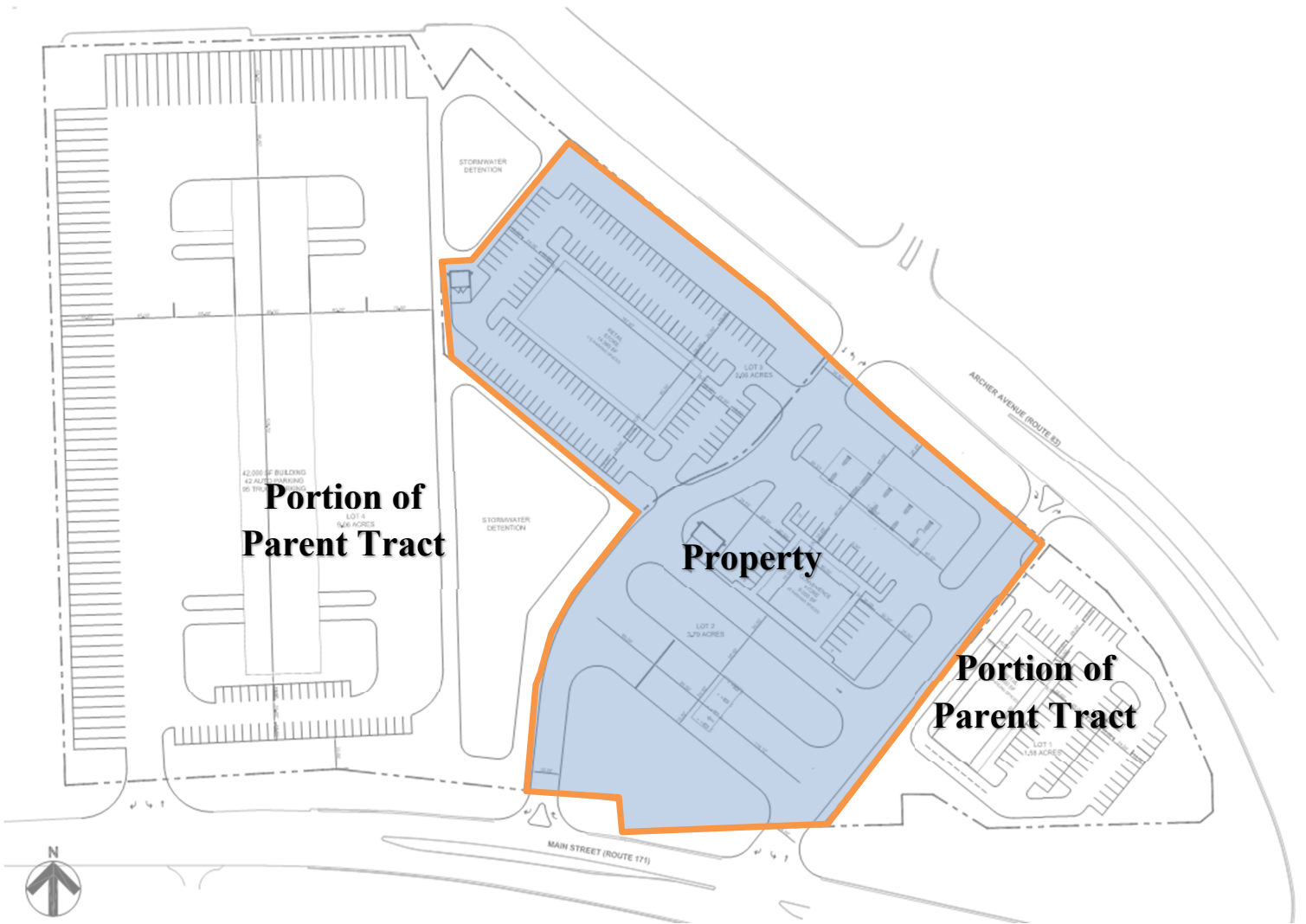


EXHIBIT A-2
LEGAL DESCRIPTION OF THE PROPERTY

(To be inserted upon completion of Survey)

EXHIBIT B
PERMITTED EXCEPTIONS

(To be inserted upon receipt of Title Commitment and review of Survey)

VILLAGE OF LEMONT

**ORDINANCE
NUMBER O-__-20**

**AN ORDINANCE APPROVING PARCEL C REAL ESTATE PURCHASE AND SALE
AGREEMENT WITH BSTP MIDWEST, LLC**

**JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk**

***JENELLE KITTRIDGE
DAVE MAHER
RYAN KWASNESKI
KEN MCCLAFFERTY
RICK SNIEGOWSKI
RON STAPLETON
Trustees***

AN ORDINANCE APPROVING PARCEL C REAL ESTATE PURCHASE AND SALE AGREEMENT WITH BSTP MIDWEST, LLC

WHEREAS, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, on October 25, 2019, the Village published a Request for Proposals (RFP) in the Daily Southtown for the acquisition and development of approximately 16 acres of Village-owned property at the northwest corner of IL-83 and Main Street; and

WHEREAS, Bluestone Single Tenant Properties (“BSTP Midwest, LLC”) submitted the sole responsive proposal; and

WHEREAS, Village staff has completed their review of the proposal and the Village is desirous to enter into a real estate purchase and sale agreement with BSTP Midwest, LLC for Parcel C as more specifically described in the Real Estate Purchase and Sale Agreement attached as **Exhibit “A”** (“Agreement”); and

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement with BSTP Midwest, LLC;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, as follows:

SECTION 1: RECITALS.

That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof as if fully set forth in their entirety.

SECTION 2:

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Parcel C Real Estate Purchase and Sale Agreement with BSTP Midwest, LLC in substantially the same form as attached hereto as **Exhibit A**, subject to attorney review.

SECTION 3:

The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance herein authorized.

SECTION 4:

This Ordinance, and its parts, are declared to be severable and any section, subsection, sentence, clause, provision, or portion of this Ordinance that is declared invalid such decision

shall not affect the validity of any other portion of this Ordinance, which shall remain in full force and effect.

SECTION 5:

All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6:

This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2020.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Jenelle Kittridge	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
Dave Maher	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A

PARCEL C

REAL ESTATE PURCHASE & SALE AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and entered into to be effective on the date both Seller and Buyer have executed this Agreement (the "**Effective Date**").

- (i) Village of Lemont
418 Main Street
Lemont, IL 60439 ("Seller")
- and
- (ii) BSTP Midwest, LLC
a Delaware Limited Liability Company
410 N. Michigan Avenue, Suite 850
Chicago, IL 60611 ("Buyer")

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property according to the terms and conditions contained in this Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- A. Seller shall convey to Buyer a parcel of land to be created out of a larger tract of land owned by Seller containing approximately 16.3 acres of land area located at the northwest corner of Illinois Route 83 and Main Street in Lemont, Cook County, Illinois (PINs: 22-13-302-003, 22-13-302-004, 22-13-302-005, 22-13-302-006, 22-13-302-009, 22-14-401-009, 22-14-401-010, 22-14-401-017, 22-14-401-023, 22-14-401-024, 22-14-401-028, 22-14-401-029, and 22-14-401-032 (the "**Parent Tract**"). The "**Property**" that Seller shall convey to Buyer shall mean that portion of the Parent Tract that has approximately 660 feet of frontage on Illinois Route 83 and contains approximately 1.6 acres of gross land area, together with all improvements thereon and appurtenances thereunto belonging, including without limitation, any right, title or interest of Seller in adjoining streets, alleyways, easements or rights-of-way (the "**Property**"). The Property is graphically depicted on Exhibit A-1 attached hereto and made a part hereof. Upon the receipt of the Survey (defined in Section 2 below), Buyer and Seller agree to amend this Agreement to attach a legal description of the Property as Exhibit A-2.
- B. The "**Purchase Price**" shall mean the sum of Five Hundred Seventy-Five Thousand and no/100 Dollars (\$575,000.00). As evidence of its good faith, Buyer shall, within five (5) business days of the Effective Date, deposit One Thousand Dollars (\$1,000) (the "**Earnest Money Deposit**") with Old Republic National Title Insurance Company, 20 South Clark Street, Suite 2900, Chicago, Illinois 60603 ("Title Company") pursuant to a standard earnest money escrow agreement which shall provide that (i) the Earnest Money Deposit shall apply to the Purchase Price at closing and, (ii) in the event of termination of this Agreement, the disbursement of

funds from the earnest money escrow shall be consistent with the terms of Section 6 hereof.

- C. The "**Closing Date**" shall mean a date selected by Buyer by written notice to Seller and reasonably acceptable to Seller that is not later than thirty (30) days of all contingencies in Section 6 being satisfied or waived by Buyer.
- D. "**Buyer's Intended Use**" of the Property shall mean retail uses.

2. Title & Survey.

- A. Buyer shall order an accurate survey of the Property from a licensed surveyor performed in accordance with ALTA/ACSM and Buyer's standards, in a form acceptable to Buyer and the Title Company ("**Survey**"), showing all easements, appurtenances, encroachments and improvements and containing a legal description of the Property. In addition, Buyer shall order a title commitment issued by the Title Company (the "**Title Commitment**") showing if the Property is subject to any leases, liens, easements, encroachments, charges, defects, parties in possession, contracts or encumbrances or other defect or exception unacceptable to Buyer ("**Title Defects**") other than those exceptions to title listed on Exhibit B attached hereto and made a part hereof ("**Permitted Exceptions**"). Buyer must be satisfied with the Title Commitment and Buyer must be satisfied that there are no Title Defects that are unacceptable to Buyer or which, in Buyer's sole discretion, will adversely affect or interfere with Buyer's Intended Use of the Property. Buyer shall notify Seller, in writing, of Buyer's objections to the status of title to the Property and matters shown on the Survey (collectively, the "**Title and Survey Objections**") prior to the expiration of the Due Diligence Period as defined in Section 6. Seller may, but shall not be required to, cure the Title and Survey Objections; provided, however, in the event Seller elects to cure the Title and Survey Objections, Seller shall use reasonable efforts to cure the Title and Survey Objections within thirty (30) days after Seller receives written notice thereof from Buyer. If Seller refuses or fails to cure any of the Title and Survey Objections to Buyer's reasonable satisfaction within thirty (30) days after Buyer notifies Seller of the same, in writing, then Buyer may either (i) terminate this Agreement, in which case the Earnest Money Deposit shall be immediately refunded to Buyer, or (ii) notify Seller that Buyer deems the uncured Title and Survey Objections to be Permitted Exceptions that shall be included in Exhibit B and proceed with the transaction as contemplated herein.
- B. At the closing, Seller shall convey in fee simple to Buyer good and marketable title to the Property by execution and delivery of a warranty deed in form and substance satisfactory to Buyer and such that the Title Company will issue its standard American Land Title Association form B Owners Policy (2006), with extended coverage, free and clear of all leases, liens, easements, encroachments, charges, defects, parties in possession, contracts and encumbrances, except the Permitted Exceptions as defined on Exhibit B.

3. Closing, Possession and Access.

- A. The closing shall be held on the Closing Date at a time and at an office of the Title Company designated by Buyer and reasonably acceptable to Seller. At closing, Buyer shall deliver to Seller the balance of the Purchase Price, less the amount of the Earnest Money Deposit, any paid Extension Deposit (as defined herein), plus

or minus prorations. Seller shall pay all real estate ad valorem taxes assessed on the Property that are due prior to closing. All such taxes that have accrued but are not yet due shall be prorated between Seller and Buyer as of the Closing Date based on one hundred five percent (105%) of the most recent ascertainable taxes. Seller shall also pay for the title policy with extended coverage from the Title Company in the amount of the Purchase Price, all state, county and municipal transfer taxes for the deed, recording fees for any releases and its attorneys' fees and, if the closing occurs, Seller shall pay one half of the Title Company's closing fees and reimburse Buyer for the cost of the Survey. Buyer shall pay the recording fee for the deed and its attorneys' fees and, if the closing occurs, one half of the Title Company's closing fees. Title commitment and escrow fees shall be split evenly between Buyer and Seller.

- B. At the closing, Seller shall deliver such affidavits and certifications, as Buyer or the Title Company shall reasonably request in connection with the closing and the issuance of Buyer's Owner's Policy of Title Insurance by the Title Company, including, without limitation, the Title Company's standard owner's lien affidavit and/or gap indemnity/undertaking. Possession of the Property shall be delivered coincident with the closing.
- C. Prior to the Closing Date, Buyer, its nominees and agents, shall have the right to enter upon the Property at any time and at their own risk and sole liability to make any inspections, tests, examinations, and surveys of the Property, including without limitation the performance of geotechnical and/or environmental testing (including the performance of any Phase I or Phase II invasive testing [as and if applicable]) to determine the suitability of the Property for Buyer's Intended Use and operation thereof; provided, however, such inspections, tests, examinations and surveys shall not unreasonably interfere with the use of the Property by Seller. Within five (5) days following the Effective Date, Seller will deliver to Buyer copies of all information necessary to facilitate Buyer's inspection of the Property to the extent such information is in the possession and control of Seller, including without limitation, copies of all reports, documents, studies, analysis, existing leases of the Property and other written information obtained by Seller with respect to the Property including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Phase I environmental reports (and any Phase II limited site investigations reports resulting therefrom), soil tests, feasibility studies, market studies, appraisals, previously issued title commitments, permits, approvals and authorizations (whether obtained from governmental authorities or third parties) (collectively, the "**Due Diligence Materials**"), such items to be delivered to Buyer together with a written notice from Seller setting forth with the specificity the Due Diligence Materials being delivered by Seller ("**Due Diligence Notice**"). Prior to closing, Seller shall not enter into any lease, contract, or other agreement affecting the Property, grant any easement affecting the Property, impose any land use restrictions against the Property or otherwise encumber the Property in any manner that will be binding on the Buyer or the Property after closing. Seller will cause, at its sole cost and expense, all existing leases, service contracts and other agreements affecting the Property to be terminated effective at or before closing.
- D. Buyer and Seller acknowledge that either party may wish to use the Property as part of a tax deferred exchange of property with a third party in accordance with Section 1031 of the Internal Revenue Code (or similar statute). In the event either party elects to complete such a tax deferred exchange, the other party (the

"Cooperating Party") shall, at no cost or expense to the Cooperating Party, cooperate in accomplishing such exchange, including, without limiting, execution of assignments and such other documentation that would be reasonably required to complete such exchange, provided that in no event shall the Cooperating Party be obligated to incur any expense or obligation in connection with such tax deferred exchange. The requesting party shall pay any additional transfer taxes, recording fees or similar closing costs resulting from such exchange. Any tax deferred exchange shall not delay the Closing Date.

4. Risk of Loss. All risk of loss of any kind with respect to the Property shall remain with Seller until the closing.

5. Default. If Seller fails to carry out the terms of this Agreement or refuses to perform its obligations hereunder upon proper tender of Buyer to close, Buyer may sue to require the specific performance of this Agreement by Seller and/or may pursue any other remedy available at law or equity. If Buyer fails to carry out the terms of this Agreement or refuses to perform its obligations hereunder upon proper tender of Seller to close, Seller may collect damages from Buyer not to exceed the amount of the Earnest Money Deposit and Extension Deposit (if any), as defined below.

6. Contingencies. Buyer's obligation to purchase the Property pursuant to this Agreement shall be subject to the satisfaction of the following contingencies:

- A. Buyer's counsel shall have approved the state of title, title insurance commitments and policies (with such endorsements as Buyer's attorney may require), the Survey, if any, and all documentation and closing proceedings in connection with the closing on or before the Closing Date.
- B. Within one hundred eighty (180) days following the later to occur of (a) the Effective Date of this Agreement, or (b) the date upon which Buyer has received the Due Diligence Materials and the Due Diligence Notice from Seller (the "**Due Diligence Period**"), Buyer shall have obtained the following:
 - (i) all requisite permits and approvals from the appropriate local, county and/or state governmental authorities for the construction and operation of Buyer's Intended Use of the Property including, but not limited to, all zoning and land use authorizations, conditional use permits, economic incentives for development of the Property for the benefit of Buyer, availability of all private and public utilities at the perimeter of the Property with sufficient capacity for Buyer's Intended Use, highway access permits, site plan approvals, signage permits, building permits and all operational licenses and permits;
 - (ii) confirmation, in its sole and absolute discretion, that the Property is suitable for Buyer's Intended Use and operation thereof based the results of any and all inspections, tests, examinations, and surveys performed on the Property by Buyer as permitted under Section 3 hereof, and
 - (iii) confirmation, in Buyer's sole and absolute discretion, that the Property meets Buyer's investment objectives and that the development of the Property is financially feasible.

The foregoing items Section 6.B(i), (ii) and (iii) are collectively referred to as "**Buyer's 6B Contingencies.**"

- C. Should Buyer fail to obtain to its satisfaction Buyer's 6B Contingencies prior to the expiration of the Due Diligence Period, Buyer, at its sole discretion, may either (i) terminate this Agreement, by giving notice to Seller on or before the expiration the Due Diligence Period without any further obligation and receive a refund of the Earnest Money Deposit, or (ii) extend the Due Diligence Period by an additional one hundred eighty (180) day period by notifying Seller in writing of its intention to do so on or before the expiration of the then current Due Diligence Period. In consideration for the extension of the Due Diligence Period, Buyer shall deposit an additional Five Thousand Dollars (\$5,000.00) with the Title Company (the "**Extension Deposit**") simultaneously and concurrently with its giving of said notice to Seller. The Earnest Money Deposit and Extension Deposit shall be refundable to Buyer following any termination of this Agreement by Buyer prior to the expiration of the Due Diligence Period (as extended) and shall be applied to the Purchase Price at closing.

- D. In the event that Buyer fails to obtain to its satisfaction Buyer's 6B Contingencies prior to the expiration of the Due Diligence Period (as extended), Buyer may, at its sole discretion, either (i) terminate this Agreement, by giving notice to Seller on or before the expiration of the Due Diligence Period, as extended, without any further obligation and receive a refund of the Earnest Money Deposit and Extension Deposit(s), or (ii) notify Seller of its waiver of this contingency and proceed to closing ("**Closing Notice**"), which notice shall be given to Seller on or before the expiration of the Due Diligence Period (as extended).

In the event Buyer fails to give notice of any election hereinabove provided in a timely fashion, Buyer shall be deemed to have elected to terminate this Agreement as of the date such election was to have been made and failure to deliver any such notice shall not be considered an event of Buyer's default.

7. Cooperation by Seller. Seller shall cooperate fully with Buyer, its agents and representatives with their efforts to obtain the above-referenced Governmental Permits & Approvals including signing or co-signing all requisite applications and other documentation. Seller further agrees to use reasonable commercial efforts to facilitate a request by Buyer to attend and give testimony at any meetings or hearings incident to the proceedings that require the presence of Seller.

8. Seller Representations, Warranties and Covenants. In addition to all other representations, warranties and covenants by Seller herein, Seller hereby represents, warrants and covenants, as follows:

- A. Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Property and no part of the Property is subject to any option contract or other sales contract pursuant to which any other party has any right to purchase an interest therein.

- B. Authority. Seller has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.

- C. Liens and Liabilities.
 - (i) Except for matters which can be removed by the payment of money, which Seller hereby agrees to remove at or before the Closing, the Property is not subject to any liens, security interests, or judgments of any kind whatsoever.

- (ii) Seller shall be responsible for all debts, claims, contracts, and liability in any way connected with the conduct of its operations on the Property, and Buyer shall have no liability for Seller's operations conducted on the Property or otherwise for any liabilities, known, contingent or otherwise, of the Seller.

- D. Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Buyer of any such notice received between the date hereof and the Closing. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.

- E. Governmental Regulations. To the best of Seller's knowledge and belief, Seller states the Property complies in all respects with all statutes, ordinances, regulations and administrative or judicial orders or holdings, whether or not appearing in the public records, and the consummation of the transaction contemplated by this Agreement, shall not violate any such statute, ordinance, regulation or administrative or judicial order or holding any other agreement or indenture by which Seller is bound.

- F. Dedication; Condemnation. Seller has not made any commitment to any governmental or quasi-governmental authority or agency (federal, state or local), to any employee or agent thereof, or to any third party to dedicate or grant any portion of the Property for roads, easements, rights of way, park lands, or other public or private purposes, or to grant any restrictions, or to incur any other expense or obligation relating to the Property. Seller has not received any written notice of any suits, actions or proceedings pending against or affecting the Property before any court or administrative proceeding or officer, relating to or involving eminent domain or condemnation proceedings nor, to the Seller's actual knowledge, are any such proceedings contemplated.

- G. Third Party Approvals. Other than potential governmental authorities, there are no third parties with approval rights over the construction or operation of any improvements to the Property contemplated by Buyer, and other than potential permitting limitations, there are no documented restrictions affecting Buyer's ability to construct or operate any improvements to the Property contemplated by Buyer.

- H. Hazardous Materials. To the best of Seller's knowledge and belief, Seller makes the following representations regarding the environmental contamination of the Property: (i) there are no pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release, or threat of release, on or in the Property or any hazardous materials (as such term is defined below), (ii) no governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or has threatened to determine, that there is a release, or threat of release, on or in the Property of any hazardous materials, or that either the Seller or the Property is in violation of any Hazardous Materials Law (as such term is defined below) (iii) Seller has had no communications or agreement with any governmental or quasi-governmental authority or agency (federal, state or local)

or any person or entity, including, but not limited to, any prior owners of the Property relating in any way to the release, or threat of release, on or in any part of the Property of any hazardous materials. For purposes of this Agreement, the term "hazardous materials" is defined as any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises are located or the United States Government and shall also be deemed to include without limitation, any material or substance that is (i) defined as a "hazardous substance" under any law of the state in which the Property is located; (ii) petroleum; (iii) asbestos; (iv) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1321); (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (vi) defined as a "hazardous substance" pursuant to Section 101 of the comprehensive Environmental Response, Compensation and Liability Action, 42 U.S.C. Section 9601 et seq.; or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq., the foregoing statutes together with any and all laws and regulations governing the handling, storage, release, remediation or disposal of hazardous materials are hereinafter collectively referred to as "Hazardous Material Laws".

- I. Mechanics Liens. Seller has duly paid all bills, claims, and obligations for labor performed and materials furnished in and about the improvement of the Property and no such bills, claims, or obligations are outstanding or unpaid.
- J. Encroachments. To the best of Seller's knowledge and belief, no improvements upon the Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Property.
- K. Special Assessments or Recapture Fees. There are no special assessments against the Property and there are no proceedings for special assessments pending against the Property. There are no recapture fees owed to any municipality or any third party that are due and payable upon the acquisition or subsequent development of the Property.

The representations, warranties and covenants set forth in this Agreement shall be deemed to have been made by Seller both as of the Effective Date and the Closing Date, shall be continuing and will survive the closing for a period of twelve (12) months.

If at any time after the execution of this Agreement either Buyer or Seller becomes aware of information that a representation and warranty contained in this Agreement is inaccurate, untrue or incorrect in any material respect, said party shall promptly disclose said information in writing to the other party hereto. Provided that the party making the representation has taken no willful act to cause the representation to become inaccurate, untrue or incorrect, said party shall not be in default under this Agreement and the sole remedy of the other party shall be to either (i) terminate this Agreement, in which event this Agreement, without further action of the parties, shall become null and void such that neither party shall have any further rights or obligations that, by their terms, expressly survive any such termination; or (ii) elect to proceed to Closing, in which case such party shall be deemed to have waived its rights with respect to any such representation or warranty being inaccurate, untrue or incorrect. Notwithstanding the foregoing, if the representation or warranty in question is rendered inaccurate by virtue of Seller's willful act or omission or Seller's breach of the express terms of this Agreement, then such shall constitute a default by Seller hereunder and the provisions of Section 5 shall govern. Buyer and Seller are prohibited from making claims against the other party hereto after the closing with respect to

any breaches of the other party's representations and warranties contained in this Agreement if the claiming party has knowledge of prior to closing that such representations or warranties are inaccurate, untrue or incorrect, or for which the claiming party has in its possession materials or documentation indicating that such representation or warranties are inaccurate, untrue, or incorrect.

9. Buyer Representations and Warranties. Buyer hereby represents and warrants the following to Seller:

- A. Authority. Buyer is a Delaware limited liability company and has all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.
- B. Due Execution. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Buyer, or will be properly ratified by all necessary company action prior to closing, and does not and will not (a) require any consent or approval, that has not been obtained or (b) violate any provision of Buyer's organizational documents.

10. Confidentiality. Seller and Buyer acknowledge that the terms and conditions of this Agreement are confidential and that the terms and conditions herein shall not be discussed with any third parties, excepting therefrom Seller and Buyer's legal counsel, financial advisors and employees or family members of Seller. Any disclosure of information by Seller or Buyer, which is not allowed hereunder, shall constitute a default under this Agreement.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Recording. At the request of either party, the parties shall record this Agreement, or a shorter form hereof, completed with an exhibit containing the complete legal description of the Property. The requesting party shall pay for the cost of said recordation.

13. Assignment. Buyer shall have the unrestricted right to assign its rights and obligations under this Agreement to any Related Entity (defined below) or any Third Party (defined below) on or before the Closing Date. For purposes of this Agreement, a related entity shall mean a limited liability company formed by Buyer that designates Buyer or Richard Claes, personally as the Managing Member and that Buyer, Richard Claes, personally or Michael MacKinnon personally retain a collective ownership interest of not less than twenty-five percent (25%) ("Related Entity"). A third party shall mean any entity that does not meet the requirements of a Related Entity or any other entity or person that is not affiliated with Buyer ("Third Party").

- A. In the event Buyer assigns this Agreement to a Related Entity, the Village shall not be entitled to any further compensation.
- B. In the event that Buyer assigns this Agreement to a Third Party for an amount in excess of the Purchase Price and that Third Party closes on the transaction contemplated hereunder, the Village shall receive, in addition to the Purchase Price at closing:
 - (i) 60% of the net proceeds (gross sale proceeds less closing costs, soft costs, and attorneys fees less the Purchase Price) if the assignment by Buyer to either Finkbiner Equipment Company or the car wash user represented by Kiki Ress (the "Village's Protected Parties"); or

- (ii) 40% of the net profit (gross sale proceeds less costs less the Purchase Price) if the assignment by Buyer is to any entity other than the Village's Protected Parties.

14. Commission. Buyer and Seller hereby represents and warrants to the other that it has not contacted any real estate broker in connection with the purchase and sale contemplated herein. Buyer and Seller hereby agree to indemnify and hold the other party harmless for any claim made either before or after the Closing Date by any other broker alleging involvement on their behalf and seeking a commission on this transaction.

15. Notices. All notices required or desired to be given under this Agreement shall be in writing and delivered personally, delivered by reputable overnight courier, sent by email, or sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

A. If to Seller: George Schafer
Village of Lemont
418 Main Street
Lemont, IL 60439
Email: gschafer@lemont.il.us

With a copy to:

B. If to Buyer: BSTP Midwest, LLC
410 N. Michigan Avenue, Suite 850
Chicago, IL 60611
Email: rick.claes@bluestonestp.com & mike@bluestonestp.com

With a copy to: Pablo Petrozzi
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2800
Chicago, IL 60601-3713
Email: ppetrozzi@taftlaw.com

or to such other address as either party may from time to time designate by written notice given to the other party. Any notice given in accordance with the foregoing shall be deemed to have been given on the date upon which it shall have been delivered by personal delivery or overnight courier or three business days after being deposited in the United States mail certified, return receipt requested, whichever is first. Notices by email shall also be effective as of the date and time of the transmission, provided the notice transmitted is sent on a business day (Monday through Friday) during business hours (9:00am through 5:00pm). In the event notice is transmitted outside of a business day or business hours, the time of notice shall be the first hour of the next business day after transmission.

16. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements conditions and understandings between Seller and Buyer and there are no covenants, promises, agreements, conditions or understandings, either oral or written other than as set forth in this Agreement.

17. Modifications. No alteration, amendment, change, modification or addition to this Agreement, subsequent to the date hereof, shall be binding upon Seller or Buyer unless reduced to writing and signed by them, and by direct reference therein made a part thereof.

18. Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way shall affect, impair or invalidate any other provision hereof or thereof and such other provisions shall remain in full force and effect.

19. Delays. Whenever a period of time is provided in this Agreement for Seller or Buyer to do or perform any act or thing, neither party shall be liable or responsible for any delays due to strikes, lock outs, casualties, acts of God, war, governmental regulation or control or other similar causes beyond the reasonable control of either party, and in any such event said time period shall be extended for the amount of time Seller or Buyer is delayed. This provision shall not apply to the payment of money.

20. And/Or. When stated in this Agreement, "and/or" shall be construed conjunctively and disjunctively so as to require the broadest interpretation and/or meaning.

21. Survival. All representations, warranties, covenants, conditions, terms and agreements contained in this Agreement which either are expressed as surviving closing and/or the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after closing and/or expiration or termination of this Agreement, shall survive closing and/or the expiration or termination of this Agreement.

22. Captions. The captions/headings of each paragraph in this Agreement are for the convenience of the parties and are not terms of this Agreement.

23. Time of Essence. Time is of the essence with respect to all of the terms and provisions of this Agreement.

24. Construction. This Agreement shall not be construed either for or against Seller or Buyer, but shall be interpreted in accordance with the general tenor of the language in an effort to reach a fair and equitable result.

25. Attorneys' Fees. If either party hereto files a lawsuit in connection with this Agreement, the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit.

26. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original document and all of which together shall constitute but one and the same document. Delivery of this Agreement or a counterpart thereof by facsimile or electronic mail will constitute valid delivery.

27. Governing Law. The laws of the jurisdiction in which the Property is located (without regard to conflicts of law) will govern the validity, construction, enforcement and interpretation of this Agreement.

28. Waiver. No waiver by either Seller or Buyer of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Seller or Buyer of any of its rights hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

29. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties hereto, each party will perform, execute and/or deliver or cause to be performed, executed and/or delivered at the closing or after the closing, all further acts, deeds and assurances which may be reasonably required to (i) evidence and vest in

Buyer the ownership of, and title to, all of the Property, and (ii) consummate the transaction contemplated hereunder.

30. Business Day. For purposes hereof, any stated time period which expires on a weekend day or federal holiday shall be deemed to extend until the next business day.

31. No Third-Party Beneficiary. This Agreement is solely between Seller and Buyer and their respective successors and assigns and no other party will be entitled to rely on any provision hereof for any purpose whatsoever.

32. **WAIVER OF JURY TRIAL**. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

33. **JURISDICTION AND VENUE**. THE PARTIES IRRECOVABLY SUBMIT TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OR COUNTY IN WHICH THE PROPERTY IS LOCATED INCLUDING THE U.S. DISTRICT COURT, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH OR PROCEEDING WILL BE HEARD AND DETERMINED EXCLUSIVELY IN THESE COURTS. BUYER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, EACH PARTY MAY SEEK TEMPORARY INJUNCTIVE RELIEF IN A VENUE OF ITS CHOOSING.


[SIGNATURES INCLUDED ON THE FOLLOWING PAGE]

EXECUTED by the parties on the respective dates indicated below each signature.

SELLER: Village of Lemont

Date: _____, 2019

BUYER: BSTP Midwest, LLC



By: Rick Claes
Its: Managing Member
Date: November 14, 2019

SELLER ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this ___ day of _____, 2019
by _____ as _____ of the Village of Lemont on behalf of such
entity.

Notary Public

Printed Name of Notary

[Notarial Seal]

My commission expires: _____

Notary registration no.: _____

BUYER ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 14th day of November, 2019 by Rick
Claes as Managing Partner of BSTP Midwest, LLC, a Delaware limited liability company, on behalf of such
entity.





Notary Public

Michael J. MacKinnon

Printed Name of Notary

[Notarial Seal]

My commission expires: July 26, 2022

Notary registration no.: 804934

EXHIBIT A-1
DEPICTION OF THE PROPERTY

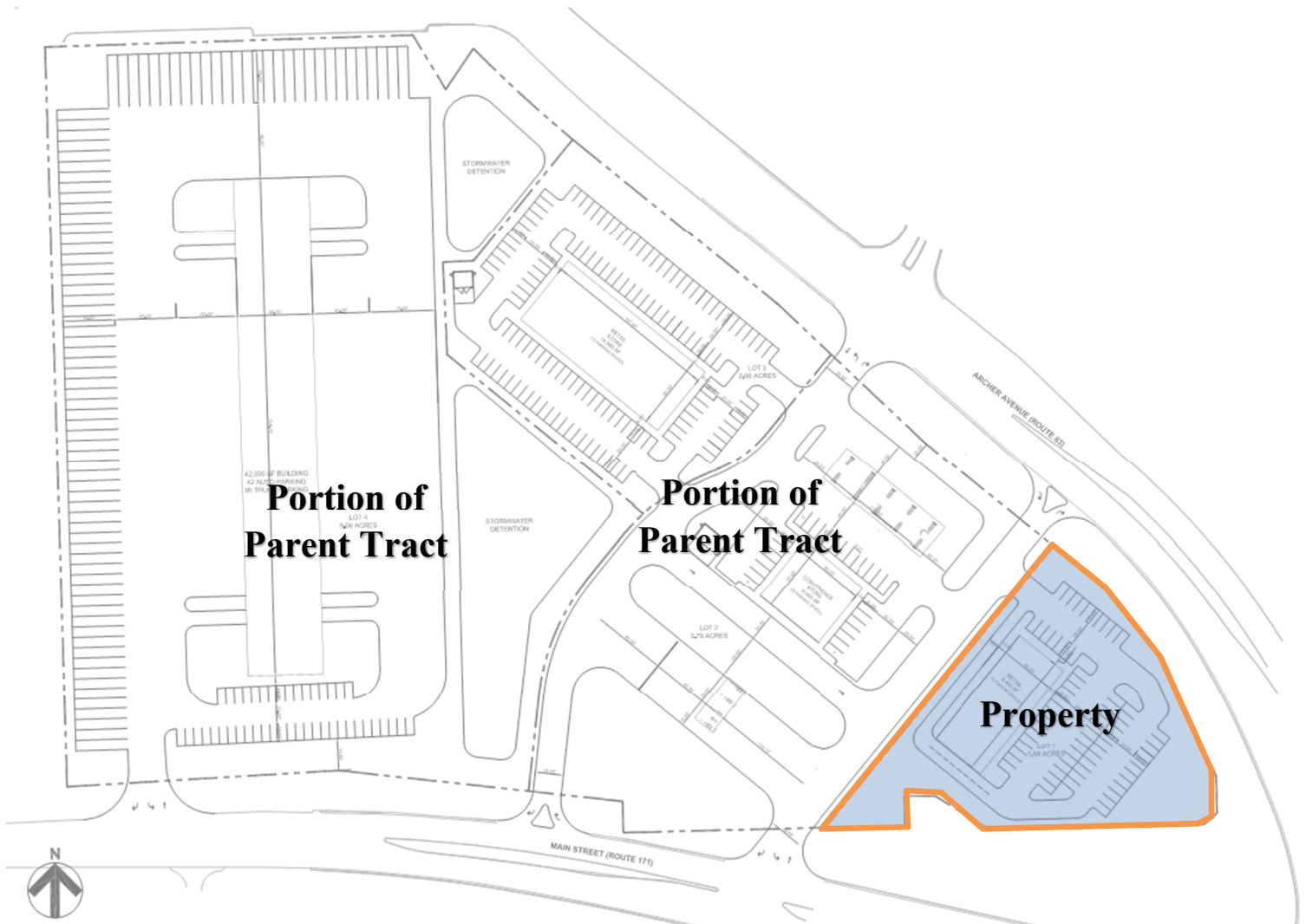


EXHIBIT A-2
LEGAL DESCRIPTION OF THE PROPERTY

(To be inserted upon completion of Survey)

EXHIBIT B
PERMITTED EXCEPTIONS

(To be inserted upon receipt of Title Commitment and review of Survey)