Village Board Meeting

Village Board Meeting

The Village Board will be meeting in their regular capacity in the Village Hall Boardroom. The agenda can be accessed from our website's Agenda and Minutes Center, https://www.lemont.il.us/government/village-clerk/agendas-and-minutes-center.

Residents can attend the meeting in the Village Hall Boardroom, or view the board meeting live on the following channels:

- Comcast Cable Community TV – Channel 6
- AT&T U-verse Community TV – Channel 99
- YouTube – Village of Lemont - https://bit.ly/30QizNb

After the Meeting

Lemont residents and others can watch the meeting live as it streams or in archive on the Village's YouTube channel found at, https://bit.ly/30QizNb.

After the meeting, the recorded meeting will be published for viewing in the Village website's Agendas and Minutes Center at, https://www.lemont.il.us/government/village-clerk/agendas-and-minutes-center.

Replay of the meeting is also shown on our community TV channels, Comcast Cable Channel 6 and U-Verse Channel 99. Check the station for scheduled programs.

Public Comment

Residents and others have the ability to provide comments under the audience participation section of the agenda during the meeting. Those wishing to speak should come to the podium when called upon and clearly state your name when called upon for meeting minutes purposes. Each person gets three minutes to speak per our policy. If you wish to speak, please sign in on the provided sign-in sheet at the front of the room.

Village of Lemont

VILLAGE BOARD MEETING
February 23, 2026 – 6:30 PM
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439
AGENDA

Please view the agenda under "upcoming Events" for directions for public comment, registering for the meeting, and how to view the meeting.

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

- III.A Approval of Minutes
- III.B Approval of Disbursements
- III.C An Ordinance Amending Title 13, Chapter 13.08 (Water Meters and Water Rates) and Chapter 13.09 (Sewer Rates) of the Municipal Code of the Village of Lemont
- III.D A Resolution Approving the FY2027 Capital Improvement Plan for the Village of Lemont
- III.E A Resolution Authorizing the Execution of Agreements for Refunding Series 2015A and 2015B and Issuance of General Obligation Bonds
- III.F Resolution to Approve Extension of Audit Services Contract with Baker Tilly
- III.G A Resolution Authorizing the Purchase and Lease of Certain Real Property from the Metropolitan Water Reclamation District of Greater Chicago and Authorizing the Village Administrator to Execute Related Agreements

IV. Mayor's Report

IV.A Special Tribute to Tom Ballard

V. Clerk's Report

V.A An Ordinance Rezoning 0.301 Acres of Property Located at 1115 Warner Avenue in Lemont, Illinois

V.B An Ordinance Granting a Variation from Section 17.10 Off Street Parking & Loading for 1115 Warner Avenue in Lemont, Illinois (Lina's Embroidery / SVL DECO, LLC)

V.C A Resolution Approving a Final Plat of Subdivision for 926 Main Street in Lemont, Illinois

V.D An Ordinance Approving a Special Use for Auto Body Repair in the D-D, Downtown District for 926 Main Street in Lemont, Illinois

V.E An Ordinance Authorizing the Execution of an Annexation Agreement for the Property Commonly Known as 13100 Main Street

V.F An Ordinance Annexing Property Located at 13100 Main Street, Lemont, Illinois

V.G An Ordinance Rezoning 28.799 Acres of Property Located at 13100 Main Street in Lemont, IL

V.H An Ordinance of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, Adopting the Village of Lemont, Illinois Main & Maley Redevelopment Plan

V.I An Ordinance of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, Designating the Main & Maley Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act

V.J An Ordinance of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, Adopting Tax Increment Allocation Financing for the Main & Maley Redevelopment Project Area

V.K A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 2026 MFT Resurfacing Design Engineering

V.L A Resolution Approving Award of Contract PW Annex Storage Barn

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Audience Participation

Public comment will be open during this section of the agenda to anyone wishing to address the Board and who has signed in prior to public comment beginning. All comments under the public comment section are limited to three (3) minutes (30 minutes total) and each citizen will only be permitted to speak once. When your name is called for your turn to speak, please come to the podium and clearly state your first and last name for the meeting minutes prior to providing your public comments.

XIII. Executive Session Discussion Under Chapter 5 ILCS

(1) Acquisition of Real Estate
(2) Pending, Probable, or Imminent Litigation
(3) Personnel
(4) Collective Bargaining
(5) Sale or Lease of Real Estate

XIV. Action on Closed Session Item(s)

XV. Motion to Adjourn

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Janet Schatz, Administration
THROUGH:
SUBJECT: Approval of Minutes
DATE: February 23, 2026

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Minutes

BOARD ACTION REQUESTED
Approval of Minutes

ATTACHMENTS
VB 2-9-26.pdf

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
Monday, February 9, 2026 6:30
p.m.
The regular meeting of the Lemont Village Board was held on Monday, February 9, 2026
at
6:30 p.m. with Mayor John Egofske presiding.

I) Pledge of Allegiance

II) Roll Call

Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley, John Egofske; present. Janelle Kittridge; absent.

III) Consent Agenda

III.A) Approval of Minutes

Cover Page

COW 1-26-2026.pdf

VB 1-26-26 Minutes.pdf

III.B) Approval of Disbursements

Cover Page

1-27 thru 2-9-26.pdf

III.C) A Resolution R-05-06 Authorizing the Execution of an Updated Intergovernmental Agreement with the Joliet (MANS) Metropolitan Area Narcotics Squad

Cover Page

Resolution.JolietMANS.02.09.2026.docx

JMANS Updated IGA 02.09.26.pdf

III.D) A Resolution R-06-26 Authorizing a Reduction of a Letter of Credit for the Hoffman Resubdivision

Cover Page

A Resolution Authorizing a Reduction of a Letter of Credit for the Hoffman Resubdivision

III.E) An Ordinance O-03-26 amending Lemont Municipal Code Chapter 5.04.060, Alcoholic Beverages (Decreasing Number of Class A-3 Liquor Licenses - Next-Mex)

Cover Page

Removing Class_A-3 Liquor_License_Next Mex.pdf

III.F) A Resolution R-07-26 Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for IEPA Risk and Resilience Assessment and Emergency Response Plan Updates

Cover Page

A Resolution Approving Professional Services Agreement Between HR Green, Inc. and Village of Lemont, Illinois for IEPA Risk and Resilience Assessment and Emergency Response Plan Updates.pdf

Motion by Rick Sniegowski, seconded by Kevin Shaughnessy, to approve Consent Agenda

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 5 ayes, 0 nays. Motion Carried.

IV) Mayor's Report

IV.A) A Public Hearing for an Annexation Agreement for 13100 Main Street in Lemont, IL

An Annexation Agreement for the Property Commonly Known as 13100 Main Street, Lemont, Illinois

Motion by Ronald Stapleton, seconded by Rick Sniegowski, to open the Public Hearing.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 5 ayes, 0 nays. Motion Carried.

Mike Stillman noted the Public Hearing opened at 6:33 p.m. This property on Main is currently unincorporated. M-2 general would be the new zoning which is in the agreement. The development is consistent with the Village comprehensive 2030 plan. Staff has recommended approval. This does relate to the first three ordinances in the Clerk's report which we will table stated Mayor Egofske. Trustee Sniegowski clarified that this was once in Palos Park and now unincorporated. Mike Stillman did note that there are some wetlands that will remain untouched.

Motion by Rick Sniegowski, seconded by Ken McClafferty, to close the Public hearing at 6:39 p.m.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 5 ayes, 0 nays. Motion Carried.

IV.B A Public Hearing to Consider the Main & Maley Tax Increment Financing (TIF) Redevelopment Project Area

Proposed TIF Exhibit Parcel Map

Main & Maley Tax Increment Financing Redevelopment Plan

Motion by Samuel Forzley, seconded by Kevin Shaughnessy, to open the Public Hearing at 6:40 p.m.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 5 ayes, 0 nays. Motion Carried.

Mike Stillman noted the public hearing is to consider this area of Main and Mailey as a TIF. The proposed district is located on the NE corner. The Joint Review Board had a meeting and published notice in the newspaper three times. There was a review of this area and it does quality for a tax increment financing district, meeting five requirements and criteria including flooding. This will be voted on at a later date. Brett Michaelson is present who is the consultant that reviewed this area. This is approximately 130.5 acres to be developed over a 23 year period. Estimated budget is a total of $22 million. All costs are for infrastructure only, not buildings.

Public Comment: Laura R. - Is this land in the village of Lemont? Mike Stillman noted all but one. Laura is concerned that the TIF dollars not going to the schools, the residents will have to pay for. Laura asked how much land in Lemont is under a TIF. She does not want any financial short cuts and create inequity. Would like the board to limit the TIF districts.

Mitrakov from IMTT which is one of the property owners. How is the boundary established with areas that are wetland along with established businesses. Mayor

Egofske stated he is happy to sit down with IMTT to discuss surrounding land. One large issue is the village has no jurisdiction of this area. Incorporating this land will give us more options for safety and keep crime down. Public Hearing ended at 7:07 p.m.

Motion by Ronald Stapleton, seconded by Rick Sniegowski, to adjourn the Public Hearing at 7:07 p.m.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 5 ayes, 0 nays. Motion Carried.

Mayor's Message – February 9, 2026
At our last board meeting, we noted that the Village would be honoring Tom Ballard following his passing. The dedication for Tom will take place at our next Village Board meeting on February 23.
The St. Patrick's Day Parade & Party will be on Saturday, March 7, from 1-4 PM in downtown Lemont. The parade begins at 1 PM at Stephen and Front streets, and heads west on Main Street. The party follows the parade from 2-4 PM at Legion Park where the Stockyard Kilty Band will open the party followed by the Irish Dancers at the gazebo. There will be a DJ, Lemont-ster Archie, food vendors, and be sure to visit the VFW for their delicious, corned beef sandwiches. Visit the Events page at, Lemont Downtown . com, for more information.
Hosted by the Lemont Park District, now is the perfect time to start getting your garage sale items together and join in on the Community Garage Sale! Open to residents of Lemont, the Community Garage Sale takes place April 24, 25 and 26. The cost is $10 per house, and your address will be included in the directory, website and social media to promote your sale. Visit that the Lemont Park District website at, lemont park district . org, to register with Activity Code: 661300-A1.
If you have not yet done so, please sign up for our urgent and emergency notification system, Lemont Alerts, powered by Everbridge! This is our primary urgent and emergency notification system, and it is important that residents receive these alerts, especially in an emergency. Visit, lemont . il . us, slash Lemont Alerts (lemont.il.us/LemontAlerts) to sign up. If you do not have access to a computer or mobile device and want to receive alerts on your home telephone, call 630-257-8941, and staff will get you entered to receive Lemont Alerts.
As always, visit our Village website event calendar for event listings at, Lemont . il . us. You can also visit the event calendar at, lemont downtown . com, for many events and happenings at businesses.

V) Clerk's Report

Mike Stillman would like to postpone the votes on V.A, V.B, and V.C in the Clerk's Report to the next village board meeting.

Motion by Rick Sniegowski, seconded by Ken McClafferty, to postpone the votes on three items in the Clerk's Report.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 5 ayes, 0 nays. Motion Carried.

~~V.A An Ordinance O-04-26 Authorizing the Execution of an Annexation Agreement for the Property Commonly Known as 13100 Main Street~~

Cover Page

An Ordinance Authorizing the Execution of an Annexation Agreement for the Property Commonly Known as 13100 Main Street

~~V.B An Ordinance O-05-26 Annexing Property Located at 13100 Main Street, Lemont, Illinois~~

Cover Page

An Ordinance Annexing Property Located at 13100 Main Street, Lemont, Illinois

~~V.C An Ordinance O-06-26 Rezoning 28.799 Acres of Property Located at 13100 Main Street in Lemont, IL~~

Cover Page

An Ordinance Rezoning 28.799 Acres of Property Located at 13100 Main Street in Lemont, IL

~~V.D~~ An Ordinance O-07-26 Granting a Variation from Section 17.21.040 of the Unified Development Ordinance to Allow An Addition to the Building Utilizing Exterior Metal Panels Located at 16748 New Avenue in Lemont, IL (Natco Leasing)

Cover Page

An Ordinance Granting a Variation from Section 17.21.040 of the Unified Development Ordinance to Allow an Addition to the Building Utilizing Exterior Metal Panels Located at 16748 New Avenue in Lemont, IL (Natco)

Motion by Ken McClafferty, seconded by Rick Sniegowski, to approve.

Roll Call: Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 5 ayes, 0 nays. Motion Carried.

VI) Village Attorney Report

VII) Village Administrator Report

VIII) Board Reports

Trustee Shaughnessy would like all to remember Tom Ballard who recently passed. Tom Ballard did so much for the community and this a tremendous loss for the entire Village. He will be missed by so many residents.
Trustee Forzley also wanted to thank public works for keeping our winter streets safe, 24/7.

IX) Staff Reports

Ralph from Public Works updated all on the lead service lines replacement. Phase I is completed with some cleanup to do this spring. 30 lead lines have been replaced so far. Phase II will be another 26 lead lines started in the spring. Mayor Egofske noted this is outsourced. Trustee Sniegowski said the contractor is doing a great job.

X) Unfinished Business

XI) New Business

XII) Audience Participation

Dave - is the alert system in Lemont working regarding Citgo. There was a rupture in the line at 2:30 Friday. Pumped 1000 of gallons of fire-retardant foam on top. Not sure if the EPA, odor network was notified. Citgo fire department was present. At 3:00 o'clock, school buses drove right through the area which is unsanitary.
Laura - I pay taxes that go to the local schools. $21 million is diverted from our tax revenue with the Villages TIFs which is wrong. Where is the $600K gaming money go that the Village collects.

XIII) Executive Session Discussion Under Chapter 5 ILCS

XIV) Action on Closed Session Item(s)

XV) Motion to Adjourn

Motion by Ken McClafferty, seconded by Samuel Forzley, to adjourn.

Roll Call: None; 0 ayes. ; 0 nays. Motion Carried.

Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley, John Egofske; present

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH:
SUBJECT: Approval of Disbursements
DATE: February 23, 2026

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approval of Disbursements

BOARD ACTION REQUESTED
Approval of Disbursements

ATTACHMENTS
2-10 thru 2-23-26.pdf

Village of Lemont

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
26951	02/11/2026	Reconciled		02/18/2026	Utility Management Refund	CALLADA, RUBEN	$3.63	$3.63	$0.00
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family		109002-002	refund final balance		02/11/2026	Refund		
26952	02/11/2026	Reconciled		02/17/2026	Utility Management Refund	FIJOL, EDWARD	$49.94	$49.94	$0.00
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Senior		203748-001	refund final balance		02/11/2026	Refund		
26953	02/11/2026	Open			Utility Management Refund	POPERNIK, MARIA ELENA	$3,272.74		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family		106508-001	refund over payment		02/11/2026	Refund		
26954	02/11/2026	Open			Utility Management Refund	RYAN, DANIEL	$5.92		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Senior		102811-002	refund final balance		02/11/2026	Refund		
26955	02/19/2026	Open			Utility Management Refund	WOLONGIEWICZ, ANNA	$703.67		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family		104764-002	refund over payment		02/19/2026	Refund		
26956	02/23/2026	Open			Accounts Payable	CASTLETOWN HOMES, INC.	$2,376.33		
	Invoice		Date	Description			Amount		
	NRES-25-14 V		02/12/2026	12176 MORANDI CT			$376.33		
	NRES-25-68 C		02/12/2026	12195 MORANDI CT			$1,000.00		
	NRES-25-69 C		02/12/2026	12193 MORANDI CT			$1,000.00		
26957	02/23/2026	Open			Accounts Payable	CINTAS CORPORATION	$76.66		
	Invoice		Date	Description			Amount		
	5302083702		02/10/2026	Safety Supplies			$76.66		
26958	02/23/2026	Open			Accounts Payable	COMED	$31,542.84		
	Invoice		Date	Description			Amount		
	26-01-1265		01/30/2026	1265021222 - 12386 S. Archer Ave			$367.91		
	26-01-5699		01/30/2026	5699371222 - 12900 Waterford Dr Connemara lift station			$475.83		
	26-01-1168		01/29/2026	1168911222 - 13675 McCarthy Rd well #6			$15,527.37		
	26-01-1373		01/29/2026	1373121222 - 731 Houston St well #4			$3,780.76		
	26-01-2949		01/29/2026	2949892000 - 14411 131st St			$839.08		
	26-01-8604		01/29/2026	8604313000 - 12163 Oak Tree Ln			$351.52		
	26-01-8408		01/29/2026	8408754000 - 1695 Ashbury Dr			$241.77		
	26-01-8607		01/29/2026	8607571222 - 16190 127th St well #5			$2,740.42		
	26-01-1294		01/29/2026	1294042222 - 0 W Stephen St 1 N Sanitary Canal			$34.35		
	26-01-1305		01/29/2026	1305761222 - street lights - Stephen St 1 S River St			$99.67		
	26-01-2378		01/29/2026	2378636000 - Ed Bossert Dr Metro 0 E State St			$28.92		
	26-01-4080		01/29/2026	4080232111 - 1199 Arbor Dr			$142.18		
	26-01-4935		01/29/2026	4935873000 - street lights - Illinois E of Stephen			$124.44		
	26-01-5957		01/29/2026	5957861222 - street lights - 164 E Peiffer			$115.21		
	26-01-6622		01/29/2026	6622962222 - 0 W State St 1 N Canal*Festival			$54.20		

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	26-01-7624		01/29/2026	7624242000 - street lights - 1080 Norwalk Rd			$3,400.11			
	26-01-8277		01/29/2026	8277215000 - street lights - 0 Main St Stephen St			$496.24			
	26-01-8611		01/29/2026	8611032222 - street lights - Talcott E of Stephen			$309.21			
	26-01-2567		02/04/2026	2567508000 - street lights - 0 Stephen St in alley off canal			$585.89			
	26-02-3410		02/05/2026	3410135000 - 322 Main St Village Greens			$99.54			
	26-02-6027		02/05/2026	6027474000 - charging station - 1001 Main St			$174.82			
	26-02-1564		02/05/2026	1564676000 - street lights - 411 Singer Ave rear			$228.20			
	26-02-0372		02/05/2026	0372871222 - Main St lift station - Bell Rd, Main St			$342.98			
	26-02-4007		02/05/2026	4007082222 - 13488 S. Archer Ave lift station			$236.78			
	26-02-6058		02/09/2026	6058324000 - street lights - 44 Stephen St			$131.68			
	26-02-1891		02/05/2026	1891962222 - street lights - KA Steel path			$42.78			
	26-02-8124		02/05/2026	8124072000 - 16742 Pasture Dr lift station			$205.62			
	26-02-9074		02/06/2026	9074779000 - street lights - Houston 1 N Schultz			$44.02			
	26-02-3596		02/06/2026	3596872222 - street lights - 451 Talcott			$22.83			
	26-02-4974		02/06/2026	4974273000 - 1345 Acorn St lift station			$298.51			
26959	02/23/2026	Open			Accounts Payable	HAWTHORNE, JEFFREY, J		$250.00		
	Invoice		Date	Description			Amount			
	260218 DJH		02/10/2026	St. Patrick's Celebration DJ			$250.00			
26960	02/23/2026	Open			Accounts Payable	ILLINOIS PLUMBING INSPECTORS ASSOCIATION		$250.00		
	Invoice		Date	Description			Amount			
	26-11-02 J.F		02/10/2026	Plumbing Train.			$125.00			
	26-11-02 M.J.H		02/10/2026	Plumbing train.			$125.00			
26961	02/23/2026	Open			Accounts Payable	ILLINOIS STATE POLICE		$30.00		
	Invoice		Date	Description			Amount			
	2026010707-1		02/10/2026	J. Joseph			$30.00			
26962	02/23/2026	Open			Accounts Payable	Immobiliare Due, LLC		$10,000.00		
	Invoice		Date	Description			Amount			
	26.11.02 R.M		02/10/2026	Business Improvement			$10,000.00			
26963	02/23/2026	Open			Accounts Payable	INTEGRITY FIRE EQUIPMENT, INC.		$2,097.45		
	Invoice		Date	Description			Amount			
	73314		02/03/2026	fire extinguisher testing/recharge			$2,097.45			
26964	02/23/2026	Open			Accounts Payable	JANSMA, JUSTIN		$785.60		
	Invoice		Date	Description			Amount			
	260210 JJ		02/10/2026	Tuition Reimbursement			$785.60			
26965	02/23/2026	Open			Accounts Payable	JIM'S TRUCK INSPECTION LLC		$43.00		
	Invoice		Date	Description			Amount			
	214230		02/11/2026	safety lane			$43.00			
26966	02/23/2026	Open			Accounts Payable	KIMBALL MIDWEST		$728.47		
	Invoice		Date	Description			Amount			
	104166291		02/09/2026	supplies			$728.47			
26967	02/23/2026	Open			Accounts Payable	LANGE'S WOODLAND FLOWERS		$197.00		
	Invoice		Date	Description			Amount			
	1416		02/10/2026	FLOWERS FOR TOM BALLARD			$197.00			

Village of Lemont

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
26968	02/23/2026	Open			Accounts Payable	Look Nu Lemont, LLC	$24.00		
	Invoice		Date	Description			Amount		
	1196		02/10/2026	Lema- Washes			$24.00		
26969	02/23/2026	Open			Accounts Payable	LOOP CLERKING SERVICE INC	$603.52		
	Invoice		Date	Description			Amount		
	125975		02/10/2026	RECORDING ANNEXATION OF 4 PROPERTIES (O-42-25)			$295.00		
	125990		02/10/2026	Recording for 14633 Main St.			$308.52		
26970	02/23/2026	Open			Accounts Payable	MENARDS	$618.69		
	Invoice		Date	Description			Amount		
	69318		02/05/2026	supplies			$25.97		
	69222		02/03/2026	supplies			$30.86		
	69647		02/13/2026	supplies			$138.00		
	69609		02/12/2026	supplies			$272.88		
	69320		02/05/2026	air mover			$150.98		
26971	02/23/2026	Open			Accounts Payable	MIDWEST SALT, LLC	$29,286.27		
	Invoice		Date	Description			Amount		
	451283		12/13/2025	road salt non state			$1,855.02		
	456735		02/02/2026	road salt non state			$6,882.75		
	456733		02/02/2026	road salt non state			$6,817.20		
	456736		02/02/2026	road salt non state			$6,885.60		
	456734		02/02/2026	road salt non state			$6,845.70		
26972	02/23/2026	Open			Accounts Payable	MONROE TRUCK EQUIPMENT	$520.19		
	Invoice		Date	Description			Amount		
	60457		01/19/2026	parts			$330.18		
	348496		01/22/2026	parts			$190.01		
26973	02/23/2026	Open			Accounts Payable	MORTON SALT, INC.	$38,718.02		
	Invoice		Date	Description			Amount		
	5404039734		02/05/2026	26GM road salt bulk - State			$18,482.46		
	5404044522		02/06/2026	26GM road salt bulk state			$6,274.17		
	5404044521		02/06/2026	26GM road salt bulk state			$13,961.39		
26974	02/23/2026	Open			Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF ILLINOIS, P.C.	$273.00		
	Invoice		Date	Description			Amount		
	1017152932		02/10/2026	RANDOM SCREENING			$90.00		
	1017176807		02/10/2026	PRE-EMPLOYMENT - HOWARD			$183.00		
26975	02/23/2026	Open			Accounts Payable	OFFICE OF THE ILLINOIS ATTORNEY GENERAL	$30.00		
	Invoice		Date	Description			Amount		
	2026010707-3		02/10/2026	J. Joseph			$30.00		
26976	02/23/2026	Open			Accounts Payable	POELLOT, JOSHUA, J	$500.00		
	Invoice		Date	Description			Amount		
	20126		02/10/2026	January 2026			$500.00		
26977	02/23/2026	Open			Accounts Payable	PUKULA, RALPH	$438.54		
	Invoice		Date	Description			Amount		
	26-19-02 R.P		02/10/2026	Reinb. for maintenance supplies			$438.54		

Village of Lemont

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
26978	02/23/2026	Open			Accounts Payable	SOUTHWEST CONFERENCE OF MAYORS	$475.00		
	Invoice		Date	Description			Amount		
	25-08-25 SCM		02/10/2026	BALANCE OF FY 2026 DUES			$475.00		
26979	02/23/2026	Open			Accounts Payable	SOUTHWEST DIGITAL PRINTING INC	$65.00		
	Invoice		Date	Description			Amount		
	02-26-05ma		02/10/2026	Plotter Maintenance agreement 10/01/25-09/30/26			$65.00		
26980	02/23/2026	Open			Accounts Payable	THE BROADCAST BASEMENT, LIMITED	$1,500.00		
	Invoice		Date	Description			Amount		
	02012026-8		02/10/2026	Lemont Unlocked Podcast			$1,500.00		
26981	02/23/2026	Open			Accounts Payable	TREASURER, STATE OF ILLINOIS	$5.00		
	Invoice		Date	Description			Amount		
	2026010707-2		02/10/2026	J. Joseph			$5.00		
26982	02/23/2026	Open			Accounts Payable	TYLER TECHNOLOGIES INC	$195.00		
	Invoice		Date	Description			Amount		
	045-552577		02/10/2026	UB-Training			$195.00		
26983	02/23/2026	Open			Accounts Payable	VULCAN MATERIALS	$795.82		
	Invoice		Date	Description			Amount		
	5600002		02/10/2026	cert 6 stone			$601.65		
	5626753		02/13/2026	cert 6 stone			$194.17		
26984	02/23/2026	Open			Accounts Payable	Fresh Coast Solar	$1,000.00		
	Invoice		Date	Description			Amount		
	MISC-25-59 C		02/12/2026	1264 CAMELOT LN			$1,000.00		
26985	02/23/2026	Open			Accounts Payable	HAMSTRA ROOFING	$1,000.00		
	Invoice		Date	Description			Amount		
	ROOF-25-176 C		02/12/2026	10 E WEND ST			$1,000.00		
26986	02/23/2026	Open			Accounts Payable	HAMSTRA ROOFING	$1,000.00		
	Invoice		Date	Description			Amount		
	ROOF-25-177 C		02/12/2026	12810 WATERFORD DR			$1,000.00		
26987	02/23/2026	Open			Accounts Payable	JEFFREY STEC	$1,000.00		
	Invoice		Date	Description			Amount		
	DECK-24-77 C		02/12/2026	13066 SPRUCE HILL CT			$1,000.00		
26988	02/23/2026	Open			Accounts Payable	Reids Fire+Safety Equipment	$150.00		
	Invoice		Date	Description			Amount		
	ACOM-25-8 C		02/12/2026	1000 MAIN ST			$150.00		
26989	02/23/2026	Open			Accounts Payable	VICTOR SCUMACI	$1,000.00		
	Invoice		Date	Description			Amount		
	ACOM-25-24 C		02/12/2026	1052 STATE ST			$1,000.00		
26990	02/23/2026	Open			Accounts Payable	INDUSTRIAL SYSTEM LTD.	$4,640.00		
	Invoice		Date	Description			Amount		
	26175		02/02/2026	26GM Infernal Melt R			$4,640.00		

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
26991	02/23/2026	Open			Accounts Payable	Clark Hill PLC	$1,509.50		
	Invoice		Date	Description		Amount			
	1689869		02/10/2026	Consulting Services/ Pensionable Stipend Review		$1,509.50			
Type Check Totals:					41 Transactions		$137,760.80	$53.57	$0.00
EFT									
4716	02/12/2026	Reconciled		02/02/2026	Accounts Payable	UNITED STATES POSTAL SERVICE	$2,122.28	$2,122.28	$0.00
	Invoice		Date	Description		Amount			
	26-12-02 USPS		02/02/2026	Feb. UB Postage		$2,122.28			
4717	02/12/2026	Open			Accounts Payable	ILLINOIS MUNICIPAL RETIREMENT FUND	$50,831.17		
	Invoice		Date	Description		Amount			
	JAN 2026 IMRF		02/12/2026	January IMRF Contributions		$50,831.17			
4718	02/23/2026	Open			Accounts Payable	ACCURATE EMPLOYMENT SCREENING, LLC	$90.50		
	Invoice		Date	Description		Amount			
	AUR2395596		02/10/2026	Background Check		$90.50			
4719	02/23/2026	Open			Accounts Payable	ALL TOGETHER LLC	$7,882.00		
	Invoice		Date	Description		Amount			
	448		02/10/2026	Lemont Downtown		$7,882.00			
4720	02/23/2026	Open			Accounts Payable	ANDRYSIAK, EDWARD OR PATRICIA	$1,147.49		
	Invoice		Date	Description		Amount			
	26-19-02 EA		02/10/2026	FEB. 2026		$1,147.49			
4721	02/23/2026	Open			Accounts Payable	AVALON PETROLEUM COMPANY	$9,518.48		
	Invoice		Date	Description		Amount			
	042170		02/03/2026	1500 gallons diesel		$5,250.00			
	011073		02/03/2026	1705 gallons regular		$4,268.48			
4722	02/23/2026	Open			Accounts Payable	BEECHEN & DILL HOMES INC	$1,000.00		
	Invoice		Date	Description		Amount			
	NRES-24-130 C		02/12/2026	16520 KAYLA DR		$1,000.00			
4723	02/23/2026	Open			Accounts Payable	BILLIG, PEGGY	$300.00		
	Invoice		Date	Description		Amount			
	0173		02/10/2026	pzc minutes		$300.00			
4724	02/23/2026	Open			Accounts Payable	BURNS MECHANICAL INC	$19,000.00		
	Invoice		Date	Description		Amount			
	18180		01/30/2026	sump pump replacement (2 pumps)		$19,000.00			
4725	02/23/2026	Open			Accounts Payable	Ferguson Enterprises, LLC DBA Water Resources	$23,010.00		
	Invoice		Date	Description		Amount			
	0544472		02/13/2026	water meters ARPA funds		$19,500.00			
	0545257		02/13/2026	water meters		$1,950.00			
	0545458		02/13/2026	water meters		$1,560.00			
4726	02/23/2026	Open			Accounts Payable	GASVODA & ASSOCIATES, INC.	$4,615.65		
	Invoice		Date	Description		Amount			
	INV25SVC0958		02/12/2026	pump repair		$4,615.65			

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4727	02/23/2026	Open			Accounts Payable	GOVERNMENTAL CONSULTING SOLUTIONS INC	$3,000.00		

Invoice	Date	Description	Amount
7188	02/10/2026	Feb. 2026	$3,000.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4728	02/23/2026	Open			Accounts Payable	HR GREEN, INC.	$77,952.71		

Invoice	Date	Description	Amount
198222	02/10/2026	01.01-01.23.26 Gleneagles PUD	$201.25
198252	02/10/2026	01.01-01.23-26 Hoffman Resubdivision	$225.00
198256	02/10/2026	01.23.26 GIS Utility surveying	$2,500.00
198316	02/10/2026	PZC PLAN REVIEW	$3,583.75
198258	02/03/2026	FY27 water main improvements CN Railroad Crossings Design Eng	$716.25
198254	02/03/2026	Bridge Repairs Old Lemont Road design eng	$581.00
198356	02/03/2026	FY26 water main improvements construction engineering	$8,458.57
198253	02/03/2026	Heritage Quarries I&M Canal Trail Amenity Improvement design eng	$30,000.00
198250	02/03/2026	Ruffled Feathers drainage 2303916	$337.50
198249	02/03/2026	Archer Ave & Derby Rd PW Annex Salt Dome design & const eng	$3,441.25
198221	02/03/2026	Stephen Street Retaining Wall construction engineering2303238.01	$538.75
198220	02/03/2026	USACE sec 219 2024 water main improvements const eng	$161.94
198255	02/03/2026	FY27 water main improvement design engineering 2404045	$15,750.00
198205	02/03/2026	Lead Service Line Replacement Phase 2 design eng and bidding	$1,966.00
198355	02/05/2026	General engineering services 1/1/26-1/23/26	$7,538.95
198219	02/02/2026	Rilly's Pointe parking lot inspection, construction engg	$1,015.00
198257	02/03/2026	Seven Oaks Townhomes PH2 Civil Plan Check	$937.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4729	02/23/2026	Open			Accounts Payable	METROPOLITAN INDUSTRIES INC	$18,023.00		

Invoice	Date	Description	Amount
INV080955	01/27/2026	pull pump clean debris	$2,760.00
INV080762	01/23/2026	pump repair	$1,560.00
INV080585	01/19/2026	well 5 filter valve replacement	$13,703.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4730	02/23/2026	Open			Accounts Payable	MUNICIPAL GIS PARTNERS, INC	$5,376.00		

Invoice	Date	Description	Amount
8464	02/10/2026	GIS services 2025-2026	$5,376.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4731	02/23/2026	Open			Accounts Payable	PARAMONT-EO INC. CREST LIGHTING	$16.56		

Invoice	Date	Description	Amount
S701606108.001	02/13/2026	supplies	$16.56

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4732	02/23/2026	Open			Accounts Payable	PARENT PETROLEUM INC	$4,217.42		

Invoice	Date	Description	Amount
1797023	01/30/2026	oil	$4,217.42

Village of Lemont

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4733	02/23/2026	Open			Accounts Payable	Rainbow Cleaning Specialist, Inc.	$5,307.75		
	Invoice		Date	Description		Amount			
	1963		02/10/2026	Custodial Services- Feb.		$5,307.75			
4734	02/23/2026	Open			Accounts Payable	RAINBOW PRINTING	$272.45		
	Invoice		Date	Description		Amount			
	416167		02/10/2026	UB Door Hangers		$272.45			
4735	02/23/2026	Open			Accounts Payable	RAY O'HERRON CO., INC.	$38.51		
	Invoice		Date	Description		Amount			
	2459493		02/10/2026	Gold Brushed Clutch		$38.51			
4736	02/23/2026	Open			Accounts Payable	RUSH TRUCK CENTERS	$267.75		
	Invoice		Date	Description		Amount			
	3044851594		01/30/2026	parts		$267.75			
4737	02/23/2026	Open			Accounts Payable	RUSSO POWER EQUIPMENT	$615.51		
	Invoice		Date	Description		Amount			
	SPI21411559		01/28/2026	calcium chloride		$1,991.00			
	CMSPI21229354		08/08/2025	cm double payment		($1,195.50)			
	CMSPI21101886		05/22/2025	cm double payment		($179.99)			
4738	02/23/2026	Open			Accounts Payable	RYAN, LLC	$2,835.00		
	Invoice		Date	Description		Amount			
	830994		02/10/2026	February-Plotter Maintenance agreement		$2,835.00			
4739	02/23/2026	Open			Accounts Payable	SEACOAST BUSINESS FUNDING & CROSSING GUARD	$1,425.92		
	Invoice		Date	Description		Amount			
	1913		02/10/2026	Crossing Guards 01.19-02.01.26		$1,425.92			
4740	02/23/2026	Open			Accounts Payable	T.P.I. BUILDING CODE CONSULTANTS INC	$6,404.00		
	Invoice		Date	Description		Amount			
	202601		02/10/2026	PLAN REVIEW AND INSPECTIONS		$6,404.00			
4741	02/23/2026	Open			Accounts Payable	TERMINAL SUPPLY CO.	$733.85		
	Invoice		Date	Description		Amount			
	86706-00		02/02/2026	storage cabinets		$733.85			
4742	02/23/2026	Open			Accounts Payable	THE SIDWELL COMPANY	$455.00		
	Invoice		Date	Description		Amount			
	sidxt0009229		02/10/2026	Tax Maps		$455.00			
4743	02/23/2026	Open			Accounts Payable	THIRD MILLENIUM ASSOCIATES INC	$581.98		
	Invoice		Date	Description		Amount			
	33908		02/10/2026	Feb. UB Billing		$581.98			
4744	02/23/2026	Open			Accounts Payable	UNDERGROUND PIPE SOLUTIONS	$7,200.00		
	Invoice		Date	Description		Amount			
	LEMONT02022026.1		02/02/2026	hydro excavate bbox and repair		$1,600.00			
	LEMONT02022026.2		02/02/2026	clean 2 salt chambers		$1,600.00			
	LEMONT02032026.1		02/03/2026	clean salt chamber		$4,000.00			

Village of Lemont

Payment Register

From Payment Date: 2/10/2026 - To Payment Date: 2/23/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
4745	02/23/2026	Open			Accounts Payable	UNIFIRST CORPORATION	$174.09		
	Invoice		Date	Description		Amount			
	1651195675		02/10/2026	1658751 - Village Hall carpet mats		$174.09			
4746	02/23/2026	Open			Accounts Payable	Vital Records Holdings, LLC	$61.78		
	Invoice		Date	Description		Amount			
	5953697		02/10/2026	VH SHREDDING		$61.78			
4747	02/23/2026	Open			Accounts Payable	WEST SIDE TRACTOR SALES	$42.28		
	Invoice		Date	Description		Amount			
	N80891		01/30/2026	parts		$42.28			
Type EFT Totals:					32 Transactions		$254,519.13	$2,122.28	$0.00

FM-Clearing - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	39	$137,707.23	$0.00
	Reconciled	2	$53.57	$53.57
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	41	$137,760.80	$53.57

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	31	$252,396.85	$0.00
	Reconciled	1	$2,122.28	$2,122.28
	Voided	0	$0.00	$0.00
	Total	32	$254,519.13	$2,122.28

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	70	$390,104.08	$0.00
	Reconciled	3	$2,175.85	$2,175.85
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	73	$392,279.93	$2,175.85

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**39**	**$137,707.23**	**$0.00**
	Reconciled	**2**	**$53.57**	**$53.57**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**41**	**$137,760.80**	**$53.57**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**31**	**$252,396.85**	**$0.00**
	Reconciled	**1**	**$2,122.28**	**$2,122.28**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**32**	**$254,519.13**	**$2,122.28**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**70**	**$390,104.08**	**$0.00**
	Reconciled	**3**	**$2,175.85**	**$2,175.85**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**73**	**$392,279.93**	**$2,175.85**

Village of Lemont

Refunds in OpenGov

Building Permits/Contractor Licenses

February 2026

Date Paid	Permit #	Permit Type	Applicant Name	Amount	Refund Method
1/21/2026	ROOF 25-65	ROOF PERMIT	SCOTT MONTON	$ 1,000.00	CREDIT CARD
1/21/2026	ROOF 23-155	ROOF PERMIT	MATT SKUBISZ	$ 1,000.00	CREDIT CARD
1/21/2026	ROOF 24-282	ROOF PERMIT	MATT SKUBISZ	$ 1,000.00	CREDIT CARD
1/21/2026	ROOF 25-26	ROOF PERMIT	SCOTT MONTON	$ 1,000.00	CREDIT CARD

Total Refunds $ 4,000.00

NOTE: These are refunds processed in the online permitting software, OpenGov.

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Darshana Prakash, Finance
THROUGH:	George Schafer, Village Administrator Ralph Pukula, Public Works Director
SUBJECT:	An Ordinance Amending Title 13, Chapter 13.08 (Water Meters and Water Rates) and Chapter 13.09 (Sewer Rates) of the Municipal Code of the Village of Lemont
DATE:	February 23, 2026

SUMMARY/BACKGROUND
Consideration and approval of amendments to Title13, Chapters 13.08 and 13.09, to provide additional clarity and formally codify existing practices, including revisions specifying when and to whom an unpaid balance may be transferred and identifying acceptable documentation for senior discounts and payment plans.
This was discussed at the February 16 Committee of the Whole meeting.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION
Approve the Ordinance

BOARD ACTION REQUESTED
Approve the Ordinance

ATTACHMENTS
Ordinance Amending Title 13 Chapters 13.08 13.09 - FINAL.pdf

VILLAGE OF LEMONT

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 13, CHAPTER 13.08 (WATER METERS AND WATER RATES) AND CHAPTER 13.09 (SEWER RATES) OF THE MUNICIPAL CODE OF THE VILLAGE OF LEMONT

Adopted by the President and Board of Trustees
Of the Village of Lemont
This 23rd Day of February, 2026

Published in pamphlet form by
Authority of the President and
Board of Trustees of the Village
Of Lemont, Cook, DuPage, and Will
Counties, Illinois this 23rd day of February, 2026

ORDINANCE NO. 0- -26

AN ORDINANCE AMENDING TITLE 13, CHAPTER 13.08 (WATER METERS AND WATER RATES) AND CHAPTER 13.09 (SEWER RATES) OF THE MUNICIPAL CODE OF THE VILLAGE OF LEMONT

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, the President and Board of Trustees of the Village of Lemont (the "Corporate Authorities") may from time to time amend the text of the Village Code when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the Village to amend the Village Code provisions in Title 13, Chapters 13.08 and 13.09, respectively; and

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

SECTION 1: That the above recitals 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 Village Code, as amended, is further amended in Title 13, Chapter 13.08 (Water Meter and Water Rates) and Chapter 13.09 (Sewer Rates), with additions in underlined text and deletions in ~~strikethrough~~ as follows:

13.08.060. Water rates; definitions.

~~(a) The water rates or charges for all property upon which any building has been or may be hereafter erected, having a connection with the village water system, shall be based upon the amount of water consumed, as indicated by the water meters, in accordance with the schedule and rates in the amount established in the annual fee ordinance.~~

(~~b~~a) For purposes of this ~~section and sections 13.04.070 and 13.04.080~~chapter, the following definitions will apply:

Business means a proprietorship, partnership, corporation, association (profit or nonprofit), or state, county, township or municipal entity which provides services, labor, manufactured goods, equipment, merchandise, edibles or consumer goods in return for compensation or for the good of the general public. A single business building contains one business. A multiple business building contains two or more businesses.

Multiple-family residence means a building containing two or more dwelling units.

Residential business building means a building having at least one dwelling unit and at least one business unit.

Single-family residence means a building containing one dwelling unit.

(~~a~~b) The water rates or charges for all property upon which any building has been or may be hereafter erected, having a connection with the village water system, shall be based upon the amount of water consumed, as indicated by the water meters, in accordance with the schedule and rates in the amount established in the annual fee ordinance.

(Code 1964, § 11.305; Code 1988, § 13.08.060)

13.08.070. Billing procedure; late fee; dishonored check; senior citizen discount.

(a) Bills for water used shall be sent every two months based on actual meter readings. If an actual meter reading cannot be obtained, an estimated bill will be sent.

(b) All bills for water used shall be in the name of the owner, tenant or occupant of the building or unit.

The owner of the property being provided municipal utility service~~, the occupant thereof~~ and the customer who uses the municipal utilities shall be

jointly and severally liable for payment of any bill rendered by the village for such service or use.

Where a renter has vacated or abandoned the property to which the municipal utility service is being supplied, and no new renter is in possession, then the municipal utility service account balance for the property shall be transferred to and in the name of the owner of the property.

(~~c~~c) The base (fixed) fee on water is applicable on all water bills whether water service is on or off. Base (fixed) fee ~~on water~~ will not be pro-rated.

(~~d~~d) For customer accounts that have more than one dwelling unit, the base (fixed) fee is assessed per dwelling unit. Number of dwelling units within a customer account is determined by the Building Department.

(~~e~~e) The net amount of all water bills is due and payable in full ~~upon receipt of such bill~~by the due date. Any bill paid after the 20th day of the billing month will have a late charge of ten percent (10%) of the unpaid current bill added to the bill amount. One (1) late charge over a 12 ~~bill~~ month period may be waived by the Finance Director or designee at the request of the customer. Additional late charges may be waived by the Village Administrator or designee only in extenuating circumstances at the written request of the customer. The decision to grant additional waiver of late charges rests solely with the Village Administrator or designee.

(~~f~~f) Any ~~customer who presents a check~~payment made to the Village which is subsequently returned by the customer's bank for any reason shall be subject to charges and fees set forth in the annual fee ordinance.

(~~g~~g)There shall be a senior citizen discount in the amount established in the annual fee ordinance. The discount is only applicable to the dwelling unit in which the senior citizen resides. To obtain the discount, the senior citizen must ~~present~~ provide: ~~the following documents:~~

(1) Proof of age, being 65 years or older;

(2) Proof of ~~Ownership~~ ownership and primary residency of the property~~; or~~

~~(3) Proof of residency, including rental agreement in individually metered rental unit.~~

Acceptable documents as proof are:-

- Property tax bill
- Property closing documents

- Lease agreement
- Quit Claim Deed

(Code 1988, § 13.08.070)

13.08.080. Delinquent payment; service shutoff conditions.

(a) In the event the customer fails to pay the water bill or any portion, including delinquent charges, within 30 days after the charges therefore become due and owing, it shall be the duty of the Director of Public Works to shut off the water service to the building, provided proper notice is given to the customer.

(b) Before the Director of Public Works can ~~shut off the~~discontinue water services, the customer at the dwelling unit must be properly notified by telephone, personal delivery or certified U.S. mail with return receipt~~.~~, at least eight days prior to the actual date of shutoff of services. The notice must state ~~the reason for the shutoff and~~ the date the shutoff will occur, as well as charges for the resumption of the services after the services have been discontinued on account of such default. The notice must ~~also give~~provide reference to this Ordinance which includes information ~~about~~ on the right of an appeal and the procedure for pursuing such appeal. If the certified mail is returned to the village as undeliverable or unaccepted, posting notice on the dwelling unit or building shall be sufficient notice for purposes of this section.

(c) To appeal the shutoff of services, the customer must notify the Director of Public Works in writing before the actual shutoff date. If the owner notifies the Director of Public Works in writing, the Director shall place the owner on the agenda for the next regularly scheduled committee meeting, at which time the Village Board shall decide whether or not all or part of the water services shall be shut off.

(d) The village may provide for a hardship payment plan for all outstanding water bills.

(1) In order to ~~request~~ qualify for a payment plan, the customer must provide proof of eligibility and/or guaranteed financial assistance from the Lemont Township or LIHEAP (Low Income Home Energy Assistance Program) ~~other~~ financial assistance programs.

(2) A payment plan can only be offered once in a three year period.

(~~2~~3) If a customer qualifies under subsection (1) above, the Finance Director or designee shall place the qualified customer on a hardship payment plan, with the following terms:

a. Make a down payment of 40 percent of the total charges for water (including past due and current charges);

b. Pay the remaining 60 percent of the unpaid water bills in full within 90 days, over three separate equal monthly payments; and

~~c~~. ~~Remain current with all other debt due and owing to the village, and all current and future water bills not subject to this section; and~~

~~d~~c. Make timely payments on current and future bills.~~time.~~

(e) If the customer fails to comply with or otherwise defaults on the requirements of the hardship payment plan, all utility bills in arrears shall be immediately due and payable. Upon nonpayment, the Village reserves the right to discontinue water service. The water service can be reconnected only after full payment of balance on account, including the reconnection fee per the annual fee ordinance.

(f) Nothing in this section shall be construed as a waiver of the village's ability to collect unpaid water bills or other debt, lien any property or seek any judgment as authorized by the Illinois Municipal Code (65 ILCS 5/1 et seq.) or the Lemont, Illinois Municipal Code.

(g) When any service is shut off, it shall not be ~~renewed~~ reconnected except upon payment of all amounts in arrears, ~~and a~~including a ~~turn-on~~reconnection fee in the amount established in the annual fee ordinance ~~is paid~~. Any water supply that has been ~~shut off~~discontinued due to ~~delinquent~~ nonpayment of bills will be ~~turned on~~reconnected only on weekdays Monday through Friday ~~only~~ between the hours of 7:30 a.m. and 4:00 p.m.

(Code 1964, § 11.307; Code 1988, § 13.08.080; Ord. No. O-60-13, § 1, 12-9-2013)

13.08.090. Notice of delinquency; lien claim.

(a) Whenever a bill for water service remains unpaid 30 days after it has been rendered, the Village may take whatever action is lawful and necessary to collect delinquent accounts, including, without limitation, termination of service, hiring a collection agency, until the delinquent account has been paid in full, including any service charges and costs of collection.

(b) If a customer moves from one address to another within the village, the unpaid balance will be transferred to the new address.

(c) A tenant's unpaid balance will be transferred to the landlord's residential account if the landlord resides within the village.

(~~b~~d) Whenever a bill for water-service remains unpaid 30 days after it has been rendered, the village -reserves the right to file with the county recorder of deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the village claims a lien for this amount, as well as for all charges for water subsequent to the period covered by the bill as well as lien processing and recording fees.~~-~~

(~~c~~e) If the ~~consumer of water~~customer whose bill ~~is~~ remains unpaid is not the owner of the premises, the village, shall mail the notice of lien claim to the owner of the premises.

(~~d~~f) The failure of the village to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid water bills as mentioned in this section.

(Code 1964, § 11.309; Code 1988, § 13.08.090)

13.08.100. Foreclosure; collection of lien.

Property subject to a lien for unpaid water charges shall be sold for nonpayment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the village. The village attorney is authorized and directed to institute such proceedings in the name of the village in any court having jurisdiction over such matters, against any property for which the bill for water has remained unpaid 30 days after it has been rendered.

(Code 1964, § 11.310; Code 1988, § 13.08.100)

13.09.020. Sewer rates; definitions.

~~(a) The sewer rates or charges for all property upon which any building has been or may be hereafter erected, having a connection with the village sewer system, shall unless otherwise indicated, be based upon the amount of water consumed, as indicated by the water meters, in accordance with the annual fee ordinance.~~

(~~b~~a) For ~~the~~ purpose~~s~~ of this chapter, the following definitions will apply:

Business means a proprietorship, partnership, corporation, association (profit or nonprofit), or state, county, township or municipal entity which provides services, labor, or manufactures goods, equipment, merchandise, edibles or consumer goods in return for compensation or for the good of the general public. A single-business building contains one business. A multiple-business building contains two or more businesses.

Multiple-family residence means a building containing two or more dwelling units.

Residential business building means a building having at least one dwelling unit and at least one business unit.

Single-family residence means a building containing one dwelling unit.

(~~a~~b) The sewer rates or charges for all property upon which any building has been or may be hereafter erected, having a connection with the village sewer system, shall unless otherwise indicated, be based upon the amount of water consumed, as indicated by the water meters, in accordance with the annual fee ordinance.

(Code 1988, § 13.09.020)

13.09.030. Billing procedure; late fee, dishonored check, senior citizen discount.

(a) Bills for sewer use shall be sent every two months. For commercial customers, ~~Usage~~ usage is based on actual water meter readings. If an actual water meter reading cannot be obtained, an estimated bill will be sent.

(b) All bills for sewer use shall be in the name of the owner, tenant or occupant of the building or unit.

The owner of the property being provided municipal utility service, ~~the occupant thereof~~ and the customer who uses the municipal utilities shall be jointly and severally liable for payment of any bill rendered by the village for such service or use.

Where a renter has vacated or abandoned the property to which the municipal utility service is being supplied, and no new renter is in possession, then the municipal utility service account for the property shall be transferred to and in the name of the owner of the property.

(c) The base (fixed) fee on sewer is applicable on all sewer bills whether water service is on or off. The base (fixed) fee will not be pro-rated.

(d) For customer accounts that have more than one dwelling unit, the base (fixed) fee is assessed per dwelling unit. Number of dwelling units within a customer account is determined by the Building Department.

(e) The net amount of the sewer bill is due and payable in full ~~upon receipt of such bill~~by the due date. Any bill paid after the 20th day of the billing month will have a late charge of ten percent (10%) of the unpaid bill added to the bill amount. One (1) late charge over a 12 month period may be waived by the Finance Director or designee at the request of the customer. Additional late charges may be waived by the Village Administrator or designee only in extenuating circumstances at the written request of the customer. The decision to grant additional waiver of late charges rests solely with the Village Administrator or designee.

~~One (1) late charge over a 12 bill period may be waived by the Finance Director or designee at the request of the customer. Additional late charges may be waived by the Village Administrator or designee only in extenuating circumstances at the written request of the customer. The decision to grant additional waiver of late charges rests solely with the Village Administrator or designee.~~

(f) Any ~~customer who presents a check~~payment made to the Village which is subsequently returned by the customer's bank for any reason shall be subject to charges and fees set forth in the annual fee ordinance.

(g) There shall be a senior citizen discount in the amount established in the annual fee ordinance. The discount is only applicable to the dwelling unit in which the

senior citizen resides. To obtain the discount, the senior citizen must provide ~~present the following documents~~:

(1) Proof of age, being 65 years or older;

(2) Proof of Ownership and primary residency of the property~~; or~~

~~(3) Proof of residency, including rental agreement in individually metered rental unit.~~

Acceptable documents as proof are:

- Property tax bill
- Property closing documents
- Lease agreement
- Quit Claim Deed

(Code 1988, § 13.09.030)

13.09.040. Delinquent payment; service shutoff conditions.

(a) In the event the customer fails to pay the sewer bill or any portion, including delinquent charges, within 30 days after the charges therefore become due and owing, it shall be the duty of the director of public works to shut off the water and service to the building, provided proper notice is given to the customer.

(b) Before the Director of Public Works can ~~shut off of~~discontinue the water or sewer services, the customer at the dwelling unit or units must be properly notified by telephone, personal delivery or certified U.S. mail with return receipt~~.~~, at least eight days prior to the actual date of shutoff of services. The notice must state ~~the reason for the shutoff and~~ the date the shutoff will occur, as well as charges for the resumption of the services after the services have been discontinued on account of such default. The notice must provide reference to this Ordinance which includes ~~also give~~ information about the right of an appeal and the procedure for pursuing such appeal. If the certified mail is returned to the village as undeliverable or unaccepted, posting notice on the dwelling unit or building shall be sufficient notice for purposes of this section.

(c) To appeal the shutoff of services, the customer must notify the Director of Public Works in writing before the actual shutoff date. If the owner notifies the

Director of Public Works in writing, the Director shall place the owner on the agenda for the next regularly scheduled committee meeting, at which time the Village Board shall decide whether or not all or part of the water services shall be shut off.

(d) The village may provide for a hardship payment plan for all outstanding water bills.

(1) In order to ~~request~~ qualify for a payment plan, the customer must provide proof of eligibility and/or guaranteed financial assistance from the Lemont Township or LIHEAP (Low Income Home Energy Assistance Program) ~~other~~ financial assistance programs.

(2) A payment plan can only be offered once in a three year period.

(~~2~~3) If a customer qualifies under subsection (1) above, the Finance Director or designee shall place the qualified customer on a hardship payment plan, with the following terms:

a. Make a down payment of 40 percent of the total charges for water (including past due and current charges);

b. Pay the remaining 60 percent of the unpaid water bills in full within 90 days, over three separate equal monthly payments; and

~~c. Remain current with all other debt due and owing to the village, and all current and future water bills not subject to this section; and~~

~~d~~c. Make timely payments on current and future bills~~time~~.

(e) If the customer fails to comply with or otherwise defaults on the requirements of the hardship payment plan, all utility bills in arrears shall be immediately due and payable. Upon nonpayment, the Village reserves the right to discontinue water service. The water service can be reconnected only after full payment of balance on account, including the reconnection fee per the annual fee ordinance.

(f) Nothing in this section shall be construed as a waiver of the Village's ability to collect unpaid utility bills or other debt, lien any property or seek any judgment as authorized by the Illinois Municipal Code (65 ILCS 5/1 et seq.) or the Lemont, Illinois Municipal Code.

(g) When any service is ~~shut off~~discontinued, it shall not be ~~renewed~~ reconnected except upon payment of all amounts in arrears, ~~and a~~including a ~~turn on~~reconnection fee in the amount established in the annual fee ordinance ~~is~~

~~paid~~. Any water ~~or sewer~~ supply which has been ~~shut off~~discontinued due to ~~delinquent~~ nonpayment of bills will be ~~turned on~~reconnected only on weekdays Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m.

(Code 1988, § 13.09.040)

13.09.050. Notice of delinquency; lien claim.

(a) Whenever a bill for sewer service remains unpaid 30 days after it has been rendered, the Village may take whatever action is lawful and necessary to collect delinquent accounts, including, without limitation, termination of service, hiring a collection agency, until the delinquent account has been paid in full, including any service charges and costs of collection.

(b) If a customer moves from one address to another within the village, the unpaid balance will be transferred to the new address.

(c) A tenant's unpaid balance will be transferred to the landlord's residential account if the landlord resides within the village.

(~~b~~d) ~~-~~Whenever a bill for ~~water~~sewer service remains unpaid 30 days after it has been rendered, the village reserves the right to file with the county recorder of deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the village claims a lien for this amount, as well as for all charges for sewer subsequent to the period covered by the bill as well as lien processing and recording fees~~.~~

(~~c~~e) If the ~~sewer~~ customer whose bill ~~is~~ remains unpaid is not the owner of the premises, the village shall mail the notice of lien claim to the owner of the premises.

(~~d~~f) The failure of the village to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid ~~sewer~~ bills as mentioned in this section.

(Code 1988, § 13.09.050)

13.09.060. Foreclosure; collection of lien.

Property subject to a lien for unpaid ~~sewer~~ sewer charges shall be sold for nonpayment of the same, and the proceeds of the sale shall be applied to pay

the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the village. The village attorney is authorized and directed to institute such proceedings in the name of the village in any court having jurisdiction over such matters, against any property for which the bill ~~for sewer~~for sewer ~~-~~has remained unpaid 30 days after it has been rendered.

(Code 1988, § 13.09.060)

SECTION 3: Those provisions of the Village Code that have not been expressly amended by this Ordinance shall remain in full force and effect.

SECTION 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 5: All Ordinances, Resolutions, Motions or Orders in conflict with this Ordinance are hereby repealed to the extent of this Ordinance.

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 23rd DAY OF FEBRUARY 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES	NAYS	ABSENT	ABSTAIN
Samuel Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

Approved:

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH: George Schafer, Village Administrator
SUBJECT: A Resolution Approving the FY2027 Capital Improvement Plan for the Village of Lemont
DATE: February 23, 2026

SUMMARY/BACKGROUND
Staff began the FY2027 budget process in October 2025. All capital project requests were submitted to Finance in December 2025. The Village Administrator met with staff and the Village Engineer to discuss the individual projects. The Capital Improvement Plan (CIP) was discussed by the Village Board at the February 16, 2026 Committee of the Whole meeting.

The CIP is a guideline for budgeting capital improvement projects within the Village for the next 5 fiscal years. It represents the Village's commitment to maintaining its infrastructure assets as defined in the Mission statement of the Village's Strategic Plan. This multi year plan represents the Village's long term investment in its infrastructure, making it an integral part of our effort to maintain the reliability of the Village's assets. The CIP is based on an equitable assessment of all projects and prioritized accordingly. Additionally, the CIP does not create an entitlement for any person or entity to have a particular improvement or expenditure made without formal approval of the Board.

The projects are categorized into the following:

1. Infrastructure - roads, alleys and water/sewer projects.
2. Quality of Life - projects that support nature, environment and recreation.
3. Economic Sustainability & Vibrancy - projects that encourage businesses to invest and enhance tourism within our community.
4. Safety - projects that enhance safety measures for e.g. pedestrian walkways, sidewalks, etc.

Similar to the budget documents, the CIP is also categorized by funding source.
All related revenues and expenditures for this CIP have been incorporated in the FY 2027 Annual Operating Budget. The projects will be posted on the Village's website.

The attached Resolution formally authorizes the construction projects approved by the Board. Upon approving the Resolution, these projects can be placed for bids.

ANALYSIS

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION

Adopt the Resolution to approve the FY2027 Capital Improvement Plan.

BOARD ACTION REQUESTED

Adopt the Resolution to approve the FY2027 Capital Improvement Plan.

ATTACHMENTS

FY27-31 CIP final.pdf

CIP Resolution for FY27.pdf

FY27 - FY31 CAPITAL IMPROVEMENT PROGRAM

UPDATED 02.16.26

PROJECTS	FY27 - Engg	FY27 - Const	FY28	FY29	FY30	FY31	Funding Sources
Stephen Street Bicycle & Pedestrian Path (Terra Engg)		$ 500,000	$ 2,700,000				Canal TIF - Economic Stability & Vibrancy - $2M SW Conf of Mayors & Mgrs and $2M ITEP
Stephen St retaining wall (west side) under BNSF	$ 25,000	$ 400,000	$ 250,000				Canal TIF - Safety
Downtown Underground Utility - Stephen St Alley (Shipley)	$ 6,000	$ 110,000					TOD TIF - Economic Stability and Vibrancy; $98k ComEd RIDER 19 LGC program
Downtown Railway Safety Improvements (ROW fencing east of Stephen to west of Lemont) (Shipley)	$ 27,000	$ 200,000	$ 70,000				TOD TIF - Safety; construction 100% ICC grant (Village to pay additional cost for decorative fence)
Downtown Railway Safety Improvements @ Lemont, Holmes, Stephen (Lochner/Shipley)	$ 50,000	$ 75,000	$ 835,000	$ 1,800,000	$ 1,457,500		TOD TIF - Safety; construction 100% ICC grant; HR Green submitted to SWCM for PH 3 & Const
Canal Street Sidewalk Extension		$ 50,000					I&M TIF - Quality of Life
Downtown Underground Utility - Canal St (Shipley)	$ 6,000	$ 130,000	$ 208,000				I&M TIF - Economic Stability and Vibrancy; $307k ComEd RIDER 19 LGC program
Downtown Railway Safety Improvements @ Main, Illinois, Pruxne (Lochner/Shipley)	$ 140,000		$ 350,000	$ 1,200,000	$ 2,875,000		I&M TIF - Safety; $2M construction 100% ICC grant
Smith Rd Improvements (Shipley & HR Green)	$ 40,000		$ 150,000	$ 1,495,000	$ 1,292,000		135th & Smith TIF/General Fund - Economic Stability and Vibrancy; Invest in Cook grant
PW Annex Storage Barn (Carlile)	$ 21,250	$ 2,000,000					Infrastructure Fund - Infrastructure
Heritage Quarries/I&M Canal Trail Amenity Improvements	$ 90,000	$ 990,000		$ 900,000			Infrastructure Fund - Quality of Life - 50% reimbursed by OSLAD grant confirmed 12/16/24
Bridge Joint Repairs Ed Bossert Drive	$ 50,000	$ 200,000					Infrastructure Fund - Safety
131st Street & Derby Road Traffic Signal	$ 35,000	$ 500,000					Infrastructure Fund - Safety - $250k Cook County grant
Parking Garage Structural Improvements	$ 20,000	$ 255,000	$ 235,000	$ 235,000			Infrastructure Fund - Safety
Safe Routes to School - District 113A - Phase I	$ 37,500		$ 212,500				100% reimbursed if Village receives grant, not sure how you want that shown, add local funds to complete? $515k EOPC
Safe Routes to School - District 210	$ 37,500		$ 212,500				100% reimbursed if Village receives grant, not sure how you want that shown, add local funds to complete? $220k EOPC
131st St & Derby Road/Pedestrian Improvements (131st from Derby to Bell Rd)	$ 311,766		$ 216,880	$ 714,812			Infrastructure Fund - Safety; 80% Federal STP/State funding - not village owned
McCarthy Rd Bicycle/Pedestrian Improvements Phase II (extend east to St.James) (Shipley)	$ 20,000		$ 300,000	$ 900,000			Infrastructure Fund - Safety; Federal STP/State funding
Walker Road Extension & Railroad Crossing-Boyer St & Mcquire Parkway (Shipley)	$ 350,000		$ 300,000	$ 2,275,000	$ 2,700,000		Infrastructure Fund - Economic Stability and Vibrancy; CRISI grant $500k; construction 100% ICC grant (not final); SCM STP $1.5M
Annual Water Main Replacement Program - Design Engineering	$ 61,200		$ 62,400	$ 63,600	$ 64,900	$ 66,200	Water/Sewer Fund - Infrastructure
Bell Rd Water Main Extension - Add water main to Main as well	$ 75,000		$ 2,425,000				Water/Sewer Fund - Infrastructure (Main&Archer TIF? Gateway TIF? Developer contribution?)
Annual Water Main Replacement Program - Construction Engineering & Construction	$ 60,000	$ 865,000	$ 971,250	$ 1,019,800	$ 1,070,800	$ 1,124,340	Water/Sewer Fund - Infrastructure
Lead Pipe Replacement Program	$ 50,000	$ 500,000	$ 605,000	$ 605,000	$ 605,000		Water/Sewer Fund - Infrastructure; IEPA Loan
Archer Ave. & Derby Rd. Public Works Annex (landscaping and misc work)	$ 28,000	$ 250,000					Water/Sewer Fund - Infrastructure; 2022 bond $
Archer Ave. & Derby Rd. Public Works Annex Sitework (Road Material Storage Bins backfilling gravel after water leaks)	$ 28,000	$ 250,000					Water/Sewer Fund - Infrastructure; 2022 bond $
FY27 Water Main Replacement - CN Railroad Permitted Directional Boring	$ 45,000	$ 700,000					Water/Sewer Fund - Infrastructure
CAPITAL PROJECTS TOTAL	**$ 1,614,216**	**$ 7,975,000**	**$ 10,103,530**	**$ 11,208,212**	**$ 10,065,200**	**$ 1,190,540**	

FY27 - FY31 CAPITAL IMPROVEMENT PROGRAM

OTHER PROJECTS	FY27 - Engg	FY27 - Const	FY28	FY29	FY30	FY31	Funding Sources
Annual Detention Basin Maintenance	$ 100,000		$ 100,000	$ 100,000	$ 100,000	$ 100,000	General Fund (EXPENSE - 10.25.310.0000.548.05)
Annual Tree Replacement	$ 6,000	$ 75,000	$ 81,000	$ 81,000	$ 81,000	$ 81,000	General Fund (EXPENSE - 10.25.310.0000.548.05)
Annual Hazardous Sidewalk Replacement incl Czacki (include ADA improvements for years 26-30)	$ 30,000	$ 210,000	$ 250,500	$ 261,525	$ 273,100	$ 285,300	General Fund (EXPENSE - 10.25.310.0000.548.05)
Village Green Park - signage, fencing, landscaping		$ 26,000					TOD TIF Fund - Quality of Life (EXPENSE - 33.25.001.0000.565.20)
Outdoor Dining Safety Improvements		$ 18,000					TOD TIF Fund - Safety (EXPENSE - 33.25.001.0000.565.20)
Illinois St ADA sidewalk improvement (State to Main) - ADA Sidewalk - Phase I Eng	$ 125,700						TOD TIF - Safety (EXPENSE - 33.40.470.0000.523.50) - 80% STP $
Annual MFT Road Resurfacing - Engineering	$ 150,000		$ 115,000	$ 115,000	$ 115,000	$ 115,000	Infrastructure Fund (EXPENSE - 53.92.500.0000.604.05)
Annual MFT Road Resurfacing - Construction		$ 1,750,000	$ 892,500	$ 937,125	$ 983,980	$ 1,033,200	MFT Fund (EXPENSE - 24.25.310.5047.582.00) $1.4M/ Infrastructure Fund (EXPENSE - 53.92.500.0000.604.05) $350k
MWRD Sanitary Sewer Flow Monitoring	$ 150,000	$ 100,000					Water/Sewer Fund (EXPENSE - 70.72.370.0000.553.00) - Satori contribution?
IEPA Project #3 - Hydrodynamic Separator Downstream of CSO Outfall 003	$ -	$ 250,000					Water/Sewer Fund (EXPENSE - 70.72.370.0000.553.00); Unfunded mandate to be completed by 2026
Annual Inflow & Infiltration Improvements	$ 24,000	$ 126,000	$ 156,300	$ 162,915	$ 169,860	$ 177,200	Water/Sewer Fund (EXPENSE - 70.72.370.0000.553.00)
Miscellaneous Water Main installments	$ 100,000		$ 100,000	$ 100,000	$ 100,000	$ 100,000	Water/Sewer Fund (EXPENSE - 70.70.360.0000.552.00)
GIS Utility Surveying - Horizontal Location	$ 50,000		$ 50,000	$ 50,000	$ 50,000	$ 50,000	Water/Sewer Fund (50% each EXPENSE - 70.70.360.0000.523.60; 70.72.370.0000.523.60)
GIS Utility Surveying - Attributes	$ 50,000		$ 50,000	$ 50,000	$ 50,000	$ 50,000	Water/Sewer Fund (50% each EXPENSE - 70.70.360.0000.523.60; 70.72.370.0000.523.60)
Metra Pedestrian Crossing Improvements (Shipley)	$ 10,000		285,000	$ 550,000			Parking Lot Fund (EXPENSE - 76.40.470.0000.523.50)
OTHER PROJECTS TOTAL	**$ 795,700**	**$ 2,555,000**	**$ 2,080,300**	**$ 2,407,565**	**$ 1,922,940**	**$ 1,991,700**	
ALL PROJECTS GRAND TOTAL	**$ 2,409,916**	**$ 10,530,000**	**$ 12,183,830**	**$ 13,615,777**	**$ 11,988,140**	**$ 3,182,240**	

FY 28 - FY 31 PROJECTS	FY27 - Engg	FY27 - Const	FY28	FY29	FY30	FY31	Funding Sources
I&M Canal Restoration - Hydraulic Study - Section 219 Environmental Infrastructure			$ 300,000				I&M TIF - Quality of Life; 75% Army Corp
Bridge Repairs Stephen Street (portion over I&M Canal)			$ 200,000				I&M TIF Fund - Safety
Purchase of 19/21 Stephen St, Demolition of 11/13 and 19/21 Stephen St properties			$ 260,000				I&M TIF Fund - Quality of Life
Main St Shared Use Path (Shipley)				$ 150,000	$ 190,000	$ 2,000,000	Main & Maley TIF Fund - Safety
Drainage Ditch Logan to Cass			$ 300,000				Infrastructure Fund - Infrastructure
Sidewalk at 127th east of Ashbury - Marble Landing			$ 50,000				Infrastructure Fund - Safety; Developer contribution to be spent by FY2029
Illinois St ADA sidewalk improvement (State to Main) - Structural Wall Repair - Phase I Eng			$ 204,000				Infrastructure Fund -Safety - Still waiting on grading of this application - 80% STP $ (not village owned)
Illinois St ADA sidewalk improvement (State to Main) - ADA Sidewalk - Phase II Eng			$ 125,700				Infrastructure Fund -Safety - Still waiting on grading of this application - 80% STP $ (not village owned)
5th St Improvements			$ 30,000	$ 250,000			Infrastructure Fund - Infrastructure
Freehauf Sidewalk Completion State Street to Hillview Drive - could be included in Safe Routes to School grants			$ 21,000	$ 110,000			Infrastructure Fund -Safety
Centennial Trail Loop (West of I-355) (Terra)			$ 15,000	$ 30,000	$ 300,000	$ 50,000	Infrastructure Fund - Quality of Life
Bluff Rd/Old Lemont Rd Improvements traffic signals (Shipley)			$ 125,000	$ 225,000	$ 1,400,000	$ 1,500,000	Infrastructure Fund - Safety; Federal STP/State funding $528,000
Bell Rd Bicycle/Pedestrian Improvements (Shipley)			$ 150,000	$ 450,000	$ 900,000	$ 1,100,000	Infrastructure Fund - Safety; Federal STP/State funding $441,600
Illinois St ADA sidewalk improvement (State to Main) - ADA Sidewalk - Phase III Eng				$ 150,000			Infrastructure Fund -Safety - Still waiting on grading of this application - 80% STP $ (not village owned)
Illinois St ADA sidewalk improvement (State to Main) - ADA Sidewalk - Construction				$ 173,805			Infrastructure Fund -Safety - Still waiting on grading of this application - 80% STP $ (not village owned)
Illinois St ADA sidewalk improvement (State to Main) - Structural Wall Repair - Phase II Eng				$ 255,000			Infrastructure Fund -Safety - Still waiting on grading of this application - 80% STP $ (not village owned)
Safe Routes to School - District 113A - Phase II				$ 37,500	$ 212,500		100% reimbursed if Village receives grant, not sure how you want that shown, add local funds to complete? $515k EOPC
McCarthy Rd Bicycle/Pedestrian Improvements Phase III (east of Gleneagles to Bell Rd) (Shipley)				$ 75,000	$ 125,000	$ 1,880,000	Infrastructure Fund - Safety; Federal STP/State funding $144,000
New Avenue at Industrial Drive Rail Improvements (Shipley)				$ 50,000	$ 110,000	$ 1,280,000	Infrastructure Fund - Safety; construction State grant??
Illinois St ADA sidewalk improvement (State to Main) - Structural Wall Repair - Phase III Eng					$ 255,000		Infrastructure Fund -Safety - Still waiting on grading of this application - 80% STP $ (not village owned)
Illinois St ADA sidewalk improvement (State to Main) - Structural Wall Repair - Construction					$ 340,000		Infrastructure Fund -Safety - Still waiting on grading of this application - 80% STP $ (not village owned)
Quiet Zone (Shipley)					$ 75,000	$ 675,000	Infrastructure Fund - Safety
IEPA Project #4 - Post Construction Sampling of I&M Canal & Hydrodynamic Separator			$ 12,000				Water/Sewer Fund (Expense); Unfunded mandate to be completed by 2027 (sampling)
Bell Rd Water Main Extension to First Nazarene Church			$ 35,000	$ 305,000			Water/Sewer Fund - Infrastructure
Bell Rd Sanitary Sewer Extension to First Nazarene Church			$ 35,000	$ 305,000			Water/Sewer Fund - Infrastructure

Inflow and Infiltration Control Program - Post Flow Monitoring Improvements			$ 250,000	$ 250,000	$ 250,000	$ 250,000	Water/Sewer Fund - Infrastructure
Separation of combined sewers					$ 250,000	$ 250,000	Water/Sewer Fund - Infrastructure
FY28-FY31 PROJECTS TOTAL			**$ 2,112,700**	**$ 2,816,305**	**$ 4,407,500**	**$ 8,985,000**	
ALL PROJECTS GRAND TOTAL	**$ 2,409,916**	**$ 10,530,000**	**$ 14,296,530**	**$ 16,432,082**	**$ 16,395,640**	**$ 12,167,240**	

Resolution No. _____

A Resolution Approving the Capital Improvement Program for the Village of Lemont For Fiscal Year 2026-2027

WHEREAS, the Village of Lemont ("Village") Village Administrator proposed to the Village Board a Capital Improvement Program for fiscal year 2026-2027: and

WHEREAS, the Village Board is desirous of approving the program in order to plan and provide for the development and construction of capital improvements.

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

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

Section Two: The Capital Improvement Program for the Village of Lemont for fiscal year 2026-2027 is hereby approved in the amount of $12,939,916.

Section Three: The Capital Improvement Program shall be a guideline for the budgeting and expenditure of funds for capital improvements of the Village of Lemont during fiscal year 2026-2027. However, nothing in the Capital Improvement Program shall create an entitlement for any person or entity to have a particular improvement made or require the Village to expend any money without formal approval of the same by the Village Board.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd day of February, 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Samuel Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

John Egofske
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Darshana Prakash
THROUGH:	George Schafer, Village Administrator
SUBJECT:	A Resolution Authorizing the Execution of Agreements for Refunding Series 2015A and 2015B and Issuance of General Obligation Bonds
DATE:	February 23, 2026

SUMMARY/BACKGROUND

The refunding of Bond Series 2015A and 2015B was discussed at the February 16 Committee of the Whole meeting, at which time the Board agreed to proceed with the process. To initiate the refunding, the Village must execute two agreements for underwriting and for bond and disclosure services.

The attached resolution authorizes (1) a contract with Bernardi Securities for underwriting services and (2) a contract with Miller Canfield for bond and disclosure services.

The Village has maintained a longstanding relationship with Bernardi Securities in connection with prior refundings and bond issuances. The Village has also previously worked with James Snyder of Miller Canfield, who was formerly with Ice Miller. Most recently, Miller Canfield assisted the Village with two IEPA loan applications.

As presented at the Committee of the Whole meeting, interest rates on short-term General Obligation bonds remain favorable. It is advisable to take advantage of current market conditions through the advanced refunding and calling of bonds to achieve net present value savings. The Village will continue to adhere to its Debt Management Policy, which requires that a minimum net present value debt service savings of 3% be achieved in order to proceed with a refunding.

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

Approve the Resolution

BOARD ACTION REQUESTED

Approve the Resolution

ATTACHMENTS

Resolution Authorizing Execution of Agreements with MillerCanfield and Bernardi FINAL.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-26

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS FOR UNDERWRITING SERVICES AND FOR BOND AND DISCLOSURE SERVICES IN CONNECTION WITH THE REFUNDING OF BOND SERIES 2015A AND SERIES 2015B AND ISSUANCE OF GENERAL OBLIGATION BONDS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on _____

RESOLUTION NO. R-_____-26

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS FOR UNDERWRITING SERVICES AND FOR BOND AND DISCLOSURE SERVICES IN CONNECTION WITH THE REFUNDING OF BOND SERIES 2015A AND SERIES 2015B AND ISSUANCE OF GENERAL OBLIGATION BONDS

WHEREAS, the Village of Lemont, Counties of Cook, Will, and DuPage, Illinois ("Village"), has determined that it is advisable and in the best interests of the Village to refund Series 2015A and Series 2015B outstanding General Obligation Bonds and to issue new General Obligation Bonds for the purpose of achieving debt service savings and managing the Village's outstanding indebtedness; and

WHEREAS, in connection with the refunding of Series 2015A and Series 2015B bonds and issuance of General Obligation Bonds, the Village must retain the services of an underwriter and bond and disclosure counsel; and

WHEREAS, the Village has maintained a longstanding professional relationship with Bernardi Securities, Inc. in connection with prior bond issuances and refundings and desires to retain Bernardi Securities, Inc. to provide underwriting services for the proposed bond refunding and issuance; and

WHEREAS, the Village has previously worked with Miller, Canfield, Paddock and Stone, P.L.C. in connection with municipal finance matters and desires to retain Miller, Canfield, Paddock and Stone, P.L.C. to provide bond counsel and disclosure services for the proposed bond refunding and issuance; and

WHEREAS, the President and Board of Trustees find that it is in the best interests of the Village to authorize the execution of agreements with Bernardi Securities, Inc. for underwriting services and with Miller, Canfield, Paddock and Stone, P.L.C. for bond and disclosure services in connection with the refunding and issuance of General Obligation Bonds.

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

SECTION 1:

The Village Administrator is hereby authorized and directed to execute an agreement with Bernardi Securities, Inc. for underwriting services in connection with the refunding of Series 2015A and Series 2015B bonds and issuance of General Obligation Bonds (Exhibit A), subject to final legal review and approval by the Village Attorney.

SECTION 2:

The Village Administrator is hereby authorized and directed to execute an agreement with Miller, Canfield, Paddock and Stone, P.L.C. for bond counsel and disclosure services in

connection with the refunding of Series 2015A and Series 2015B bonds and issuance of General Obligation Bonds (Exhibit B), subject to final legal review and approval by the Village Attorney.

SECTION 3:

The Village Administrator is authorized to take all actions necessary to carry out the intent of this Resolution and to execute such additional documents as may be necessary to effectuate the refunding and issuance of the General Obligation Bonds.

SECTION 4:

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF FEBRUARY, 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

EXHIBIT A

Mayor John Egofske
Village of Lemont
418 Main Street
Lemont, Illinois 60439

February 23, 2026

Dear Mayor Egofske,

Bernardi Securities, Inc., acting as Underwriter (the "Underwriter"), anticipates structuring and underwriting General Obligation Refunding Bonds (Alternate Revenue Source), Series 2026A (the "Series 2026A Bonds") and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2026B (the "Series 2026B Bonds" and, together with the Series 2026A Bonds, the "Bonds") on behalf of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Issuer"). The purpose of the Series 2026A Bonds is to (i) refund the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2015A, and (ii) paying for the costs of issuance of the Bonds. The purpose of the Series 2026B Bonds is to (i) refund the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2015B, and (ii) paying for the costs of issuance of the Bonds.

This contract serves as the Underwriter's authorization to structure and underwrite the Bonds in connection with a public offering of the Bonds. Included in this letter are the disclosures required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 regarding our role, duties and interests as Underwriter of the Bonds.

Your execution of this letter will confirm that Bernardi Securities, Inc. ("Bernardi Securities") will serve as Underwriter of the Bonds, and will enable us to provide advice with respect to the structure, timing, terms, and other similar matters concerning the Bonds pursuant to the underwriter exclusion under the municipal advisor registration rules of the U.S. Securities and Exchange Commission.

At such time as the Issuer has approved all of the documents and proceedings related to the issuance of the Bonds, the Underwriter will be expected to submit a detailed bond purchase agreement to the Issuer for execution that includes, among other things, final interest rates, dated date, principal maturity dates, interest payment dates, and other closing documents for issuing the Bonds.

All costs of issuance are to be paid from Bond proceeds and, as applicable, other funds. These costs include but are not limited to: legal fees (Issuer's Counsel, Bond Counsel and Disclosure Counsel), trustee fees, if any, paying agent/bond registrar fees, book-entry setup charges, closing costs, escrow verification fees, if any, escrow agent fees, if any, CUSIP costs, and any rating and bond insurance fees. Bernardi's underwriting fee shall not exceed 1.00% of the proceeds of the Bonds.

As with any Bond issue, your obligation to pay principal and interest will be an obligation that will require you to make these payments no matter what budget constraints you encounter.

Furthermore, to the extent that you agree in the Bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a failure to perform with respect to the Bond issue.

If the Bonds are issued as tax-exempt or tax-advantaged obligations, this requires that you comply with various federal tax law requirements and restrictions relating to how you use and invest the proceeds of the Bonds, how you use any facilities constructed or improved with proceeds of the Bonds and other restrictions throughout the term of the Bonds. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on certain opportunities. Further, violation of these requirements and restrictions can result in a loss of the tax-exempt or tax-advantaged status of the Bonds and may cause you to become liable to the Internal Revenue Service and to the owners of the Bonds. In addition, in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

The designation of Bernardi Securities as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

MSRB Rule G-17 Disclosures

Certain disclosures relating to the Bonds are required by MSRB Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019). The following MSRB Rule G-17 conflict of interest disclosures are broken into three types including: (1) dealer-specific conflicts of interests disclosures (if applicable); (2) transaction-specific disclosures (if applicable); and (3) standard disclosures.

1. Dealer-Specific Conflicts of Interest Disclosures:

- Bernardi Securities is a full service securities firm and as such Bernardi Securities and its affiliates may from time to time provide brokerage and other services and products to municipalities, other institutions, and individuals, including the Issuer, certain Issuer officials and employees, and potential purchasers of the Bonds. If these services are rendered, Bernardi Securities may receive customary compensation, however, such services are not related to the proposed offering of the Bonds.

- In the ordinary course of fixed income trading business, Bernardi Securities may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Bonds and other municipal bonds, for its own account and for the accounts of customers, including its employees and their family members, where Bernardi Securities may receive a mark-up or mark-down. Such investments and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer.

- Bernardi Securities has not identified any additional potential or actual material conflicts that require disclosure to you. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

2. Transaction Specific Disclosures

- *Disclosures Concerning Complex Municipal Securities Financing*:

    - We have not recommended a financing structure to you that may be a "complex municipal securities financing" for purposes of MSRB Rule G-17. However, we have attached a general description of the financial characteristics and security structures of fixed rate municipal bonds, as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that the Issuer should consider before issuing the Bonds.

3. Standard Disclosures

- *Disclosures Concerning the Underwriter's Role*:

    - MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors. Bernardi Securities will maintain integrity in the municipal securities market by adhering to the highest ethical standards. All gifts & gratuities will be directed to and from Bernardi Securities and no payments will be directed to a registered representative directly. All gifts to or from an issuer will be limited to $100 annually. An exception from the $100 annual limit is allowed for "normal business dealings" which includes reasonable entertainment hosted by Bernardi Securities where Bernardi Securities or a representative of Bernardi Securities will accompany the issuer. A registered principal of Bernardi Securities will review and approved all gifts and entertainment prior to ensure they may not be deemed excessive or lavish.

    - Bernardi Securities will only serve as an underwriter. As Underwriter, our primary role is to purchase the Bonds with a view to distribution in an arm's length commercial transaction with the Issuer. It is important for you to understand that, in this role, Bernardi Securities has financial and other interests that differ from yours.

    - The Issuer has not requested and does not request a dedicated retail order period. Bernardi Securities will follow any retail order period as agreed upon with the issuer. If Bernardi Securities would like to allocate securities in a way that is inconsistent with the agreed upon retail order period requirements, Bernardi Securities must obtain prior written consent from the issuer. If the firm has agreed to underwrite a transaction with a retail order period, Bernardi Securities will take reasonable measures to ensure that retail clients are bona fide.

    - Unlike a municipal advisor, as an Underwriter, we do not have a fiduciary duty to the Issuer under the federal securities laws and, therefore, are not required by federal law to act in the best interests of the Issuer without regard to our

own financial or other interests. At the Issuer's request, Bernardi Securities may provide incidental services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Bonds. Please note the Bernardi Securities would be providing such services only in its capacity as an Underwriter and not as a municipal advisor to the Issuer.

- You may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

- Our duty to purchase the Bonds from you at fair and reasonable prices is balanced with our duty to sell the Bonds to investors at fair and reasonable prices.

- We will review the Issuer's official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction. The review of the official statement by the Underwriter is solely for purposes of satisfying the Underwriter's obligations under the federal securities laws and such review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.

- *Disclosures Concerning Underwriter's Compensation*:

  - Bernardi Securities will be compensated by an underwriting fee, the exact amount of which will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee will be contingent on the closing of the transaction and as set forth above, the amount of the fee will be based on a percentage of the principal amount of the Bonds and premium, if applicable. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since Bernardi Securities may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction is larger than is necessary.

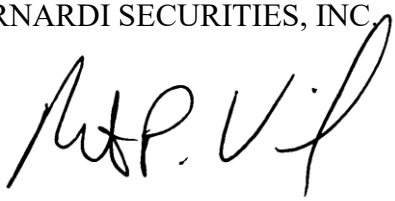
Accompanying this letter is a risk disclosure document describing financial characteristics and security structures of fixed rate municipal bonds as wells as a general description of certain financial risks.

If there is any aspect of the foregoing disclosures that requires further clarification, please do not hesitate to contact us. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed Bond offering.

The Issuer understands the primary contact for this process will be Robert P. Vail.

Please indicate your acknowledgement and acceptance of the foregoing matters and return an executed copy of this letter to us. We look forward to working with you on this transaction.

BERNARDI SECURITIES, INC.



By: _____
Name: Robert P. Vail
Title: Senior Vice President

ACCEPTED BY:
Village of Lemont, Cook, DuPage and Will Counties, Illinois

Signature: _____

Name: _____

Title: _____

EXHIBIT A

Village of Lemont, Cook, DuPage and Will Counties, Illinois

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2026A

and

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2026B

February 23, 2026

RISK DISCLOSURES PURSUANT TO MSRB RULE G-17

FIXED RATE BONDS
(THAT ARE NOT "COMPLEX MUNICIPAL SECURITIES FINANCINGS")

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (*"Fixed Rate Bonds"*), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

FINANCIAL CHARACTERISTICS

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of

time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

SECURITY

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

General Obligation Bonds. "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below).

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Limited Bonds. Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the *"Extension Limitation Law"*), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the "Base"*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

Alternate Bonds. Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Debt Reform Act"*), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.

Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

(a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;

(b) debt service on all outstanding revenue bonds payable from such enterprise revenues;

(c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;

(d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and

(e) in each year, an amount not less than 1.25 times debt service on all:

(i) outstanding alternate bonds payable from such enterprise revenues; and

(ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending not earlier than 18 months previous to the time of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate

bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

Debt Certificates. You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee-seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the *"Work Contracts"*), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee-seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

Special Service Area Bonds. When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk

will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds), may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

Tax Increment Financing. Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

FINANCIAL RISK CONSIDERATIONS

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to

raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Received and read by:

Signature:_____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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February 18, 2026

VIA EMAIL

Ms. Darshana Prakash
Finance Director
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: Village of Lemont, Cook, DuPage and Will Counties, Illinois
General Obligation Refunding Bonds (ARS), Series 2026A and General Obligation Refunding Bonds (ARS), Series 2026B (collectively, the "Bonds")

Dear Ms. Prakash:

We appreciate the opportunity to serve as bond and disclosure counsel in connection with the issuance of the above-referenced Bonds by the Village of Lemont (the "Village"). We look forward to the opportunity to work on this financing with you, your colleagues, and the entire financing team. This engagement letter sets forth the scope of our services as bond and disclosure counsel and the nature of our compensation.

Scope of Engagement.

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our services would include rendering opinions on the validity and enforceability of the Bonds and the tax-exempt status of any Bonds issued on a tax-exempt basis.

Our customary approving and supplemental legal opinions with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are issued and will be based upon facts and law existing as of their dates. In rendering the opinions, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications. As bond counsel, the Village is our client; therefore, all of our duties inherent to the attorney-client relationship run to the Village, and we will vigorously represent the interests of the Village. However, our representation of the Village does not alter our responsibility to render objective opinions as bond counsel which are necessary for the marketing of the Bonds. Upon delivery of our opinions and filing of IRS Form 8038-G, if applicable, our responsibilities

as bond counsel will be concluded with respect to the Bonds. As is customary, we will prepare digital versions of the transcript for the Bonds for the working group shortly after closing.

Our services will consist of advising the Village as to its legal obligations under state and federal law applicable to the issuance of the Bonds (including but not limited to the Village's disclosure obligations under federal securities law), preparing or reviewing all ordinances, resolutions, notices, certificates, offering documents, closing documents (including the Village's continuing disclosure undertaking) and related material necessary to authorize, issue and deliver the Bonds and the opinions described above. When requested we will attend meetings with the Village officials, the Village's municipal advisors (the "Municipal Advisors"), the purchaser(s) of the Bonds (which may be a bank or financial institution directly purchasing for its own portfolio, an underwriter purchasing the Bonds and offering them on the public market, or some combination of the foregoing, collectively referred to herein as the "Purchaser"), the Purchaser's counsel, as well as rating agencies and regulatory bodies when appropriate, to assist in explaining the structure of the transaction and the nature of and security for the Bonds and for any other matters relating to the proposed financing. We will provide tax disclosure language for the preliminary and final official statements (the "Official Statements"), as applicable, and will assist the Village in the preparation of the sections of the Official Statements for which it is responsible, including the presentation of the Village information contained in any applicable appendix thereto. We will prepare the bond forms and participate in the sale and delivery of the Bonds to handle legal matters that may arise at those times. As mentioned previously, at the time the Bonds are delivered we will deliver our opinions as to the validity of the Bonds.

We believe that the above services encompass the normal scope of bond counsel activities in connection with the issuance of the Bonds. Our services as bond counsel do not include activities outside of that norm, or the representation of the Village in litigation that might arise in connection with the Bonds. Although we will, as described above, assist the Village in identifying the nature of information appropriate for inclusion in the Official Statements, as applicable, assist with the drafting of those documents and deliver a supplemental opinion, if applicable, we will not, unless agreed to with the Village in writing, undertake "due diligence" with respect to the Village's affairs or financial condition or render an opinion with respect to the completeness, accuracy or fairness of the underlying information supplied by the Village to the Purchaser(s), bondholders or rating agencies.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. Our engagement includes providing advice with respect to business matters such as the terms or structure of the Bonds or the means of generating funds to pay debt service on the Bonds based solely upon our experience with similar matters and without undertaking professional responsibility as attorneys for such advice. In no event, of course, would we presume to assume the responsibilities of the Village or the professional responsibilities of the Village's Municipal Advisors or any other advisor with respect to such non-legal matters. We are not registered municipal advisors under the federal Dodd-Frank Act.

Disclosure counsel is engaged as counsel to the Village with respect to Illinois law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective legal opinions with respect to the issuance of the Bonds by the Village and the Village's compliance with Rules 10(b)-5 and 15c2-12 promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934. As disclosure counsel, we will examine applicable law, draft, or review all required disclosure documents; review such other financing documents of the Village and undertake such additional duties as we deem necessary to render such opinions. The above-described services specifically include, but are not limited to, the following:

- Consult with Village officials and Village attorneys concerning disclosure requirements, questions and issues relating to the issuance of the Bonds and concerning continuing disclosure requirements.

- Attend, upon request, any meetings of the Village that pertain to the Village's issuance of the Bonds.

- Review the Village's bond purchase agreement (the "Bond Purchase Agreement") negotiated between the Village and Bernardi Securities, Inc. ("Bernardi"), the proposed underwriter of the Bonds.

- Prepare and revise the Village's Official Statements in connection with the offerings of the Bonds.

- Review and proof the printing, delivery and posting on EMMA of the Official Statements.

- Review all Bond documents prepared in connection with the issuance of the Bonds.

- Provide a written Rule 10(b)-5 and Rule 15c2-12 (the "Commission") disclosure opinion to the Village at the times the Bonds are issued.

- Consult with Village officials regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Commission Rule 15c2-12.

- Consult with Village officials and staff concerning disclosure questions that may arise with respect to the Bonds after issuance.

- Provide the Village such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.

Subject to the completion of proceedings to the Village's counsel's satisfaction, we will render our opinions addressed to the Village and the Underwriter that will include, without limitation, substantially the following:

- in the course of preparation of the Official Statements, we participated in conferences with certain officials and employees of, and counsel and consultants for, the Village. Our discussions in the conferences and our review of the documents described in this letter did not disclose to us any information which gives us reason to believe that the Official Statement (except as to the financial and demographic information, engineering and statistical data included in the Official Statements, and the information and statements provided under the headings "BOOK-ENTRY ONLY SYSTEM" and "TAX EXEMPTION" – in each case, if applicable – and in certain Appendices, (to be modified as applicable) as to which we do not express any opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and

- the Continuing Disclosure Undertakings, together with the Official Statements, satisfy the requirements contained in Rule 15c2-12(b)(5) promulgated by the Commission for the issuance of the Bonds and for provision of the information at the times and in the manner required by said rule.

The opinions will also address such other matters, if any, that are at the date of closing normally included in the opinions of disclosure counsel for the Village and its bonds, or as may be required pursuant to the Bond Purchase Agreement.

The opinions will be dated and executed and delivered by us in written form on the dates the Bond are exchanged for their purchase price (the "Closing") and will be based on existing law as of their respective dates. Upon the delivery of the opinions and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

In rendering the opinions, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

As disclosure counsel, we will not assume or undertake responsibility for the preparation of any supplemental ordinances or any other nondisclosure document with respect to the Bonds that is traditionally prepared by bond counsel. However, our responsibility will include the preparation or review of any portion thereof that is necessary to render our disclosure counsel opinions with respect to the Bonds.

In performing our services as disclosure counsel, we will serve as special counsel to the Village, and we will represent its interests. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in the transaction. Our representation of the Village does not alter our responsibility to render an objective opinion as disclosure counsel.

We understand and agree that this is not an exclusive engagement, and the Village may retain, as co-disclosure counsel, any other counsel of its choosing. Except as discussed above, we recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of the Village as described herein and (ii) with respect to any matter wherein confidential information furnished to us could be used to the Village's material disadvantage. We are a relatively large law firm, and we represent many other governmental entities, companies, and individuals. It is possible that some of our present or future clients may have interests which conflict with the Village's in litigation, business transactions or other legal matters during the time that we are representing the Village. Subject to the requirements of the Illinois Rules of Professional Responsibility which govern us, we may in the future consult with you about our continued representation or the undertaking of a new representation of clients in any such matter that is not substantially related to our work for the Village and does not risk potential use of confidential information to the Village's material disadvantage.

Conflicts of Interest. We understand and agree that this is not an exclusive engagement, and the Village may retain any other counsel of its choosing. We also understand that the Village may be separately represented by its own counsel. Except as discussed above, we recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of the Village as described herein and (ii) with respect to any matter wherein confidential information furnished to us could be used to the Village's material disadvantage. Please be aware of our client relationship with Bernardi in unrelated matters, to which we understand the Village consents. We have requested Bernardi's consent to this engagement. We are a relatively large law firm, and we represent many other governmental entities, companies, and individuals. It is possible that some of our present or future clients may have interests which conflict with the Village's in litigation, business transactions or other legal matters during the time that we are representing the Village. Subject to the requirements of the Illinois Rules of Professional Responsibility, we may in the future consult with you about our continued representation or the undertaking of a new representation of clients in any such matter that is not substantially related to our work for the Village and does not risk potential use of confidential information to the Village's material disadvantage.

Fees. As is customary in these financings, we will render one statement for professional services upon the closing of the issuance of the Bonds. The Village will compensate us for our legal services as bond and disclosure counsel to the Village by the payment of a fixed fee for the issuance of the Bonds to be agreed upon prior to the closing of the issuance of the Bonds. Such fees will be payable as costs of issuance out of the proceeds of the sale of the Bonds.

Austin Root and Shelly Scinto will be the primary Miller Canfield attorneys working with me in connection with this engagement. We welcome this opportunity to be of service to the Village and look forward to working with you and the entire financing team.

Completion of Engagement. This engagement will terminate when we perform our last services for you in this matter, whether or not the charges for those services have been invoiced or

paid. Unless we are then representing the Village in another matter, the lawyer-client relationship between us will terminate at the same time.

Standard Terms of Engagement. Attached to this letter is a copy of our **Standard Terms of Engagement**, which are incorporated by reference into this letter, apply to and govern all engagements undertaken by the firm, and are deemed for all purposes herein to have been accepted upon your acceptance of our services. I encourage you to read this document carefully, as it is an integral part of our agreement with you regarding this engagement and contains important provisions that, along with this letter, govern our relationship.

If you have any questions about this engagement or any aspect of our work or charges, I encourage you to contact me promptly.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____
James M. Snyder

/cme

The Village acknowledges its waiver regarding Bernardi Securities, Inc.

NOTE: The attached Standard Terms of Engagement contains a binding arbitration provision. By executing this letter and agreeing to submit to arbitration, you acknowledge that you have reviewed this provision and understand the scope of the provision along with the advantages/disadvantages of agreeing to arbitration.

AGREED AND ACCEPTED:

VILLAGE OF LEMONT, ILLINOIS

By:_____

Its:_____

EXHIBIT B

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.
STANDARD TERMS OF ENGAGEMENT

Includes information provided in accordance with the Illinois Rules of Professional Conduct

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This statement sets forth certain standard terms of our engagement as your lawyers in this matter. It supplements our engagement letter with you and is an integral part of our agreement. Therefore, you should review this statement carefully and contact us promptly if you have any questions. Unless modified in writing by mutual agreement, these terms and those in the engagement letter will control our relationship. We suggest that you retain this statement and our engagement letter in your file. Our engagement is also subject to and governed by the applicable rules of professional conduct.

How We Approach Our Work for You

We will perform our legal services for you in accordance with our professional judgment. Any expressions by us concerning the outcome of your legal matters are expressions of that judgment but are not guarantees. Such advice is necessarily limited by the facts that you and others disclose to us and the state of the law at the time our advice is expressed.

The person or entity we represent is the person or entity identified in our engagement letter, and the word "you" in this statement means that person or entity only. Unless we agree with you in writing, our engagement does not include representation of any affiliates of such person or entity. For example, if you are a corporation, a partnership, or a limited liability company, our representation of you does not include representation of any parents, subsidiaries, employees, officers, directors, shareholders, members or partners. If you are a trade association or other voluntary organization, our engagement does not include representing any of your members. If you are an individual, our representation does not include your spouse or other family members. If you believe this engagement includes additional entities or persons as our clients, you should inform us immediately and ask us to include those persons in our engagement letter.

Our work depends on your cooperation. Thus, you agree that you will be truthful, will preserve all relevant evidence, and will provide the firm with all information, records, documents, and personnel assistance as the firm deems necessary to perform its work, particularly in matters that require timely responses from you in order to meet deadlines. You also agree to provide and promptly update contact and other relevant information and to notify the firm of any corporate mergers or acquisitions that could affect our ability or willingness to continue our representation of you.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on your matter. We will charge for all time spent performing professional services for you including, by way of illustration, telephone and office conferences with you, your representatives, consultants, opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; drafting letters, agreements, pleadings, briefs, and other documents; responding to requests by your auditors; and travel. We will keep accurate records of the time we devote to your work. If you have insurance relating to the matter on which you have engaged us, and your insurance carrier pays less than the rates on which we have agreed or declines to pay for any matter on which you have engaged us, you agree to pay the difference.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted periodically on a firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors. Because these changes are made on a firm-wide basis, we customarily do not inform each client of the specific changes in the hourly rates of the personnel working on their matters. However, the rates charged by our personnel will be reflected on the invoices we send you, and we encourage you to raise promptly any questions you may have regarding our rates and any changes to them. Your responsibility to pay our fees is not conditioned upon the firm achieving any particular result.

From time to time you may request and we may furnish estimates of legal fees and other charges that we anticipate will be incurred in representing you. Due to a wide range of variables, many of which are unforeseeable, these estimates are by their

nature inexact and cannot be considered as limitations on the fees we will charge. The actual fees and charges ultimately billed may vary from such estimates.

With your advance written agreement, the fees ultimately charged may be based upon a number of factors, including: the time and effort required, the novelty and complexity of the issues presented, the value of the services to you, the amount of money or value of property involved, and the time constraints imposed by you and other circumstances, such as an emergency closing or the need for injunctive relief from a court.

For certain well-defined services and special circumstances, we will, if requested, quote a flat fee. In all such situations, both the amount of the fee and the scope of the services to be provided must be expressed in the engagement letter. In appropriate circumstances, we may agree to provide legal services on a contingent fee basis. The terms of any contingent fee representation must be set forth in the engagement letter.

Additional Charges

In addition to our fees, our invoices will include charges for expenses incurred in the performance of our legal services. Generally, charges which reflect the use of resources provided by outside vendors (courier services, court reporters, etc.) are charged at the vendor's charge to us without markup. Certain other charges reflect the utilization of firm resources or involve an integral combination of firm's resources and outside vendors (photocopying, computer research, etc.). These services are charged at standard rates which encompass both the direct vendor charge and an amount equal to the firm's estimate of an appropriate charge for the firm resources allocated to the service. While these charges may not match the firm's exact cost of providing these services in each instance, we believe that these charges are fair and generally comparable to the charges made by other firms for similar services. The current basis for these charges is set forth below. The firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the firm's costs and other factors.

Photocopying: The firm charges $.10 per page.

Computer Research: The firm uses computer assisted research services such as Westlaw. We charge for computer research at 80% of the retail rates published by the computer assisted research services. We believe that this charge compensates the firm for providing support and ancillary services, yet provides these services to our clients at a discount from retail prices.

Mail: Clients are charged the actual cost of postage for the U.S. Postal Service and foreign postal carriers, as well as the actual cost of air express couriers.

Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Facsimile: The firm reserves the right to charge up to $1.00 per page for outgoing faxes, which includes all telephone costs. There is no charge for incoming faxes.

Telephone Calls: The firm does not charge for local or long-distance calls made or received at our office locations via land line. In cases in which a substantial number of cellular telephone calls are required in an engagement, the firm may pass on the cost of such calls charged to the subscriber.

Travel-Related Expenses: Airfare, meals, and related travel expenses are charged to you at the firm's actual, out-of-pocket cost. Automobile mileage is charged at the IRS approved rate. Credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the firm or you.

Firm Messengers: Walking messenger trips are charged at a flat rate per delivery. Driving messenger trips are charged at the firm's standard automobile mileage charge plus parking and toll charges if imposed.

Other Costs: The firm charges actual disbursements for third-party services like court reporters, expert witnesses, database services, and the like.

You are responsible for the payment of all fees and expenses charged by others (such as experts, investigators, consultants, court reporters, etc.). Unless special arrangements are otherwise made, all invoices for third-party fees and expenses in excess of $1,000 will be forwarded to you for direct payment.

Use of Digital/Electronic Communication, Cloud, and Transcription Services

To provide you with efficient and convenient legal services, the firm will frequently communicate and transmit documents using electronic mail (e-mail), secure digital file transfer, or other digital or electronic means. Because digital and electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to

confidentiality and security. You have considered these risks and have consented to our use of digital or electronic communication. In addition, the firm may rely on cloud computing services with servers located in a facility other than our offices. If so, the firm's electronic data, including emails and documents, will be stored in these servers. You understand and agree to having your communications, documents, and other information stored via cloud-based services.

Our communications with you may include confidential information or personal data (including potentially sensitive information). By enabling transcription features (such as those provided by Microsoft Teams, Zoom, or other third-party platforms), you may affect the attorney-client privilege, work product privilege, or other protections afforded to this information. Also, transcription services may produce incomplete, inaccurate, or misleading text or summaries that omit context or nuance. As such, we will not enable these transcription features without your consent. Given these concerns, you agree that you will obtain our consent before you enable transcription features in connection with conversations with us. You agree that any such transcripts that you enable (with or without our consent) are for convenience only, do not constitute official minutes, commitments, or legal advice, and do not reflect a complete and accurate record of the meeting. Also, you understand that if you transcribe your meetings with us using such third-party platforms (or ask us to do the same), we cannot guarantee that any protections applicable to your information will remain intact.

Generative Artificial Intelligence

During the course of this engagement, the firm may use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. Specifically, we may use this technology to aid in researching relevant legal issues, drafting briefs, memoranda, agreements or other work product, and/or reviewing documents produced by you or other parties. If we use GenAI to provide our services to you, it is because we believe that doing so is more efficient and cost-effective. Our lawyers maintain oversight over GenAI-developed output. Like any technology, GenAI carries some degree of risk, which may include errors in GenAI-developed content, data security vulnerabilities, and system malfunctions. We have implemented reasonable measures to safeguard against these risks and to preserve the security of any confidential information you provide us. By accepting our services, you agree that the benefits of using GenAI outweigh these risks and consent to the use of GenAI in connection with this engagement.

Electronically Stored Information

If it becomes necessary to collect, review or produce a collection of discovery or other matter-related information, you expressly agree to compensate the firm for the additional costs incurred. Such information may be in hard copy form or electronically stored ("ESI"). Such costs may include, but will not be limited to, forensic investigations, information collection, hard copy document scanning, ESI processing, use of a hosted review/production platform, and encrypted storage devices (when dictated by regulatory requirements).

In this digital age, we believe it is valuable to you to help manage some of these costs. Accordingly, we offer ESI processing (the preparation of information for review) and the use of an industry leading review/production platform at rates less than that typically charged by third party vendors. The firm's current charge for ESI processing is up to $50.00 per gigabyte (GB) for each collection of ESI submitted. The firm's current charge for use of a hosted review/production platform can vary from $4.00 per GB to $50.00 per GB, per month (depending on the platform operation) and applies while the information remains on the platform. The firm may also charge for client-approved external users' access to the platform at a pass-through rate of $200 per user, per month as long as the external user has access to the platform. These charges may increase from time to time and if so, the firm agrees to provide advanced notification of any increase.

Payment

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt. If you have not advised us of objections within 30 days of the date of the invoice, the invoice will be deemed accepted and shall constitute an account stated under applicable law. We reserve the right to charge interest at the maximum legally permissible rate up to 1% per month or 12% per annum on amounts past due. If you have provided the firm with a retainer, you agree that the retainer, or any client funds that we may hold for you (at our discretion), will be stored in our client trust account located in Michigan. Any retainer will either be held in security for our final fees and expenses or the firm will draw against the retainer to satisfy monthly amounts owed by you.

To secure payment of the firm's fees and expenses and to induce the firm to provide and continue to provide legal services, you grant the firm all general, possessory and retaining liens and special and charging liens permitted by law, including liens on the files and property now or hereafter in the firm's possession and on any recovery obtained in connection with our engagement. You specifically grant the firm a lien on any recovery obtained from any source whatsoever for or relating to any claims asserted in litigation or in connection with the engagement, regardless of whether the recovery is the result of settlement, mediation, arbitration, judgment, or otherwise. The liens granted shall survive termination of our agreement with you.

Representation in Other Matters

We are a relatively large law firm and we represent many other companies and individuals. It is possible that, during the time that we are representing you or afterward, the interests of another client of the firm may require the assertion in litigation, business transactions, or other legal matters of positions which conflict with yours. This includes, but is not limited to, matters in which we represent entities that are competing for, or seeking to obtain or enforce an interest in, a limited pool of resources (e.g., foreclosure of a mortgage or issuance of licenses). Additionally, subject to the requirements of the rules of professional conduct which govern us, you agree that our representation of you in this matter will not disqualify the firm from opposing you in other matters, including litigation or other dispute resolution proceedings, that are unrelated to the subject matter of this representation. You waive any conflict of interest with respect to the assertion of positions and the undertaking of unrelated, but adverse, representations described in the previous sentences. You also agree that we may disclose to prospective clients the general nature of this engagement with you and the fact that you have acknowledged our ability to undertake engagements of the type described above. We will not, of course, use to your disadvantage any proprietary or confidential information we acquire from you as a result of our representation of you in this or other matters.

Attorney-Client Privilege

Sometimes in the course of our representation of clients, we confront ethical or other legal issues that require that we seek the advice of an attorney, either one of our own attorneys or an attorney from another firm. As part of our agreement regarding your representation by the firm, you consent to such discussions and agree that these discussions, whether they occur during or after our engagement, are protected by the attorney-client privilege.

Termination of Engagement

Our engagement as your attorneys terminates upon our completion of the services you have retained us to perform, whether or not our final invoice has been rendered or paid. If your matter involves the provision of advice and counsel in a certain legal area on an as-needed basis and we have not provided you with any such services in a 12-month period, you agree that we may close your matter and consider your engagement complete. If you later retain us to perform further or additional services, our attorney-client relationship will begin again with the signing of a new engagement letter.

You may terminate our engagement with or without cause at any time on by notifying us of your decision to do so. Termination of our services will not affect your responsibility to pay for services rendered and expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the rules of professional conduct which govern us, including: your failure to pay our invoices promptly, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This includes conduct that, in our view, is abusive or harasses firm personnel. Subject to the rules of professional conduct which govern us, we may also terminate our engagement by reason of your failure to abide by your consent to our representation of a client in accordance with the terms of the section entitled "Representation in Other Matters" above. If required, we will request a stipulation executed by you allowing us to withdraw as attorney of record in any judicial, arbitration, or similar proceedings. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

Subsequent Engagements

If, during this engagement or thereafter, you retain us for an additional engagement, it will be presumed, absent a written agreement between us to the contrary, that the terms and conditions contained in this document will apply to such subsequent engagements.

Entity Transparency Laws

Unless otherwise and expressly stated in the engagement letter, we are not being retained and our acceptance of an engagement is not an undertaking to form or register any entity on the Client's behalf. Moreover, unless we otherwise and expressly agree to do so in the written engagement letter, we are not responsible for providing the Client or any other person or entity with any review, advice, or guidance in connection with the Corporate Transparency Act ("CTA"), the New York Limited Liability Company Transparency Act, or any existing or later-adopted law of any other State or Indian tribal jurisdiction that requires the submission of beneficial ownership or company applicant information similar in purpose or effect as the CTA (collectively, with the CTA, "Entity Transparency Laws"). Nor do we agree to prepare, review, submit, update or correct any report or submission, or to update or correct the beneficial owner, company applicant, or similar information for the Client or any other person or entity, under any Entity Transparency Laws without a separate written engagement letter signed by an authorized representative of the

firm and the Client. These disclaimers apply even if our scope of engagement generally or specifically contemplates, or we are in possession of or become aware of, facts or information that do or may result in changes in the Client's or any other person or entity's beneficial owner(s), company applicant, or similar information.

Money Laundering and Notifications to Authorities

Laws or applicable regulators in many jurisdictions in which we operate require us to establish and utilize procedures and processes to prevent money laundering. If we know or suspect (or have grounds to suspect) that a matter or transaction involves money laundering, then we may, in accordance with our obligations under applicable statutes and regulations, be required to make certain disclosures to the relevant regulatory authorities and/or notify them of our knowledge or suspicion. Depending on the circumstances, we may not be able to, and will not, seek your consent to make any such disclosure or otherwise inform you that we have made such a notification. We are not assuming, and do not accept, any liability for any loss or damage you may suffer by, as a result of, or otherwise in connection with, any actions we take in good faith to comply with all applicable anti-money laundering legislation or other statutory or regulatory obligations to which we may be subject. In connection with our duties to comply with any anti-money laundering or other corporate due diligence requirements, we will charge you in accordance with the generally applicable terms of our engagement. Your failure to comply with these requirements or to cooperate with or assist us with our obligations under these requirements is grounds for us to terminate our relationship with you and to stop work on all matters we are handling on your behalf.

Alternative Dispute Resolution: Mandatory Arbitration

Should any dispute arise concerning the services provided to you by us or the charges we make for those services and related expenses, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved through mediation, the dispute shall be settled by binding, private arbitration in accordance with the laws of the State of Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here and with the understanding that the American Arbitration Association will designate, if requested, arbitrators who have experience with the claims at issue. Judgment upon the award rendered by the arbitrators may be entered in any court of record having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

By agreeing to participate in arbitration of any disputes regarding our services, you understand and agree that you are waiving the right to a jury trial, the right to broad discovery, and the right to an appeal on the merits. You are agreeing to confidentiality of proceedings and to share financial responsibility for the costs associated with the arbitration (including but not limited to the arbitrator(s)' compensation and any administrative fees). The scope of this agreement includes any and all claims and/or disputes arising from the services provided to you, including, but not limited to, fee disputes and claims of professional negligence. However, nothing in this provision is intended to restrict your right to report unethical conduct. If you advise us in writing that you do not agree to mandatory arbitration, you are not prohibited from agreeing to arbitrate in the future and acknowledge that in certain circumstances, arbitration can be more efficient, expeditious, and inexpensive than courtroom litigation.

Notwithstanding the foregoing, the firm may, at its sole discretion, pursue collection of your unpaid fees, expenses or other charges in any court of competent jurisdiction, and such collection actions shall not be subject to the mediation or arbitration provisions set forth above. You are responsible for and agree to pay all fees and costs incurred by the firm in connection with such collection actions, including but not limited to any attorneys' fees, court costs, and other expenses related to our efforts to collect the unpaid amounts.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

We are not advising you with respect to this statement of the terms of our engagement. If you wish advice, you should consult independent counsel of your choice.

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Darshana Prakash, Finance
THROUGH:	George Schafer, Village Administrator
SUBJECT:	Resolution to Approve Extension of Audit Services Contract with Baker Tilly
DATE:	February 23, 2026

SUMMARY/BACKGROUND

Baker Tilly has served as the Village's auditor since 2010. In 2024, the engagement partner and audit team were reassigned to provide a fresh perspective while maintaining continuity of service. Joe Lightcap, Managing Director, and his team bring strong institutional knowledge and technical expertise, have worked collaboratively with Village staff, and have consistently delivered accurate and high-quality financial reports. The team has also remained accessible and responsive to staff throughout the fiscal year.

Staff is requesting approval of a 5 year extension to ensure continuity and stability in audit services while staff works through the current operational environment. The attached proposal includes a 3% annual increase for each of the five years and was discussed with the Village Board at the February 16 Committee of the Whole meeting.

ANALYSIS

Consistency with Village Policy
Budget (if applicable)

STAFF RECOMMENDATION
Approve Resolution for Extension of Audit Services Contract with Baker Tilly

BOARD ACTION REQUESTED
Approve Resolution for Extension of Audit Services Contract with Baker Tilly

ATTACHMENTS
Village of Lemont Audit Engagement Letter FY27 - FY31.pdf
Resolution to Extend Baker Tilly Audit Services contract FY27-FY31.pdf

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January 26, 2026

Ms. Darshana Prakash
Finance Director
Village of Lemont, Illinois
418 Main Street
Lemont, Illinois 60439

Dear Ms. Prakash:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Lemont, Illinois (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the Village of Lemont, Illinois as of and for the years ended April 30, 2027, April 30, 2028, April 30, 2029, April 30, 2030, and April 30, 2031, and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Lemont, Illinois with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Lemont, Illinois, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. © 2024 Baker Tilly Advisory Group, LP

The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- Grant Accountability and Transparency Act (GATA) Consolidated Year-End Financial Report

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis, to supplement the Village of Lemont, Illinois' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Lemont, Illinois' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management’s Discussion and Analysis
- Budget Comparison Schedules
- OPEB - related schedules
- Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory Section
- Statistical Section

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will be responsible for performing the audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements and supplemental information , whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements and supplemental information that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements and supplemental information , including the disclosures, and whether the financial statements and supplemental information represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Village of Lemont, Illinois and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Also, if required by *Government Auditing Standards,* we will report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse directly to parties outside of the Village of Lemont, Illinois.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Lemont, Illinois' compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Village of Lemont, Illinois's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;

- For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;

- To provide us with:

  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;

  - Additional information that we may request from management for the purpose of the audit; and

  - Unrestricted access to persons within the Village of Lemont, Illinois from whom we determine it necessary to obtain audit evidence

You are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. You further agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Lemont, Illinois complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the Village of Lemont, Illinois; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we or Baker Tilly Advisory Group, LP will be providing are as follows:

- Financial statement preparation
- Adjusting and conversion journal entries

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards.*

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services provided.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services performed.

- Evaluate the adequacy and results of the nonattest services performed.

- Accept responsibility for the results of the nonattest services.

- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the Village of Lemont, Illinois must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We will provide copies of our reports to the Village of Lemont, Illinois, however, management is responsible for distribution of the reports and the financial statements. Copies of our reports are to be made available for public inspection unless restricted by law or regulation or if they contain privileged and Confidential Information.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes Confidential Information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal or state agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Baker Tilly personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the Village of Lemont, Illinois' responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the Village of Lemont, Illinois hereby authorizes us to do so.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

Timing and Fees

Our estimated professional fees for these services will be as follows:

Year	FY27	FY28	FY29	FY30	FY31
Audit	$ 36,860	$ 37,970	$ 39,105	$ 40,275	$ 41,490
TIF 1	1,600	1,650	1,700	1,750	1,800
TIF 2	1,600	1,650	1,700	1,750	1,800
TIF 3	1,600	1,650	1,700	1,750	1,800
TIF 4	1,600	1,650	1,700	1,750	1,800
TIF 5	1,600	1,650	1,700	1,750	1,800
ACFR Prep	9,900	10,200	10,510	10,830	11,150
Total	$ 54,760	$ 56,420	$ 58,115	$ 59,855	$ 61,640

In addition to professional fees, our invoices will include our 5% standard technology charge.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until the account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. the Village of Lemont, Illinois will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the Village of Lemont, Illinois agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the Village of Lemont, Illinois, which may require the reassignment of our personnel.

- The Village of Lemont, Illinois's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate the Village of Lemont, Illinois records.

- Significant delays in responding to inquiries made of the Village of Lemont, Illinois personnel, or significant changes in the Village of Lemont, Illinois accounting policies or practices, or in the Village of Lemont, Illinois's accounting personnel, their responsibilities, or their availability.

- Significant delays or errors in the draft financial statements and necessary schedules prepared by the Village of Lemont, Illinois's personnel.

- Implementation of new general ledger software or a new chart of accounts by the Village of Lemont, Illinois.

- Significant changes in the Village of Lemont, Illinois's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the Village of Lemont, Illinois, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.

- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.

- Significant deficiencies or material weaknesses in the design or operating effectiveness of the Village of Lemont, Illinois's internal control over financial reporting identified during the audit.

- A significant level of proposed audit adjustments.

- Issuance of additional accounting or auditing standards subsequent to or effective for the periods covered by this Engagement Letter.

- Circumstances beyond our control.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

To the extent applicable, Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this section.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share Confidential Information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your Confidential Information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly Advisory Group, LP maintains custody of client files for both entities. By executing this Engagement Letter, you hereby consent to the transfer to Baker Tilly Advisory Group, LP of all your Client files, workpapers and work product. Baker Tilly Advisory Group, LP is bound by the same confidentiality obligations as Baker Tilly US, LLP. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

With respect to this Engagement Letter and any information supplied in connection with this Engagement Letter and designated by the disclosing party (the “Disclosing Party”) as “Confidential Information” either by marking it as “confidential” prior to disclosure to the receiving party (the “Recipient”) or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, or is information which a reasonable person would deem to be confidential based on the nature of the information and the circumstances surrounding its disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its Confidential Information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Engagement Letter; and (iii) reproduce Confidential Information only as required to perform its obligations under this Engagement Letter. This section shall not apply to information which is (a) publicly known, (b) already known to the Recipient, (c) disclosed to Recipient by a third party without restriction, (d) independently developed, or (e) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed. Subject to the foregoing, Baker Tilly may disclose Client’s Confidential Information to its subcontractors and subsidiaries.

We may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Lemont, Illinois, unless otherwise prohibited. In the event we are requested by the Village of Lemont, Illinois or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Lemont, Illinois, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the Village of Lemont, Illinois if disclosure of Confidential Information is necessary for peer review purposes.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Village of Lemont, Illinois with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services, fees, this Engagement Letter or any services subsequently provided to Client by Baker Tilly should arise ("Dispute(s)") that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the Dispute, then the parties agree that the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the “Claimant”). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services in Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the “Rules”) as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrators upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, DELAYS OR INTERRUPTIONS ARISING OUT OF OR RELATED TO THIS ENGAGEMENT LETTER EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Village of Lemont, Illinois will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Village of Lemont, Illinois violates this nonsolicitation clause, the Village of Lemont, Illinois agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International’s agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International’s behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other’s acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use (“Online Terms”) related to online products or services made available to Village of Lemont, Illinois by Baker Tilly (“Online Offering”) constitute the entire agreement between the Village of Lemont, Illinois and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly’s provision of the services described herein, and the Online Terms govern Village of Lemont, Illinois’s use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Lemont, Illinois's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Joe Lightcap, the professional on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Joe Lightcap is available at 630 645 6215, or at joe.lightcap@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

_____
Official's Name

_____
Official's Signature

_____
Title

_____
Date

EideBailly

CPAs & BUSINESS ADVISORS

Report on the Firm's System of Quality Control

November 14, 2024

To the Partners of Baker Tilly US, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the Firm) applicable to engagements not subject to Public Company Accounting Oversight Board (PCAOB) permanent inspection in effect for the year ended March 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2024, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.



Eide Bailly LLP
Minneapolis, Minnesota

Resolution No. _____

A Resolution to Approve Extension of Audit Services Contract with Baker Tilly

WHEREAS, the Village of Lemont ("Village") auditing services contract will end after the completion of the Fiscal year ending April 30, 2026 audit; and

WHEREAS, Baker Tilly has provided excellent audit services to the Village for 16 years; and

WHEREAS, the Village intends to extend the current contract with Baker Tilly for 5 years; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, the Village Board has determined that it is advisable, necessary and in the best interests of the Village to waive competitive bidding and authorize the Village Administrator to sign the Engagement Letter extending the current contract; and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS that:

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

SECTION TWO: Waiver of Public Bid Requirements and Authorize the extension of audit services contract for 5 years. The Village Board hereby waives the competitive bidding requirements and authorizes the Village Administrator to sign the Engagement Letter extending the current contract.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd day of February 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Samuel Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ronald Stapleton	_____	_____	_____	_____

_____

John Egofske
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: A Resolution Authorizing the Purchase and Lease of Certain Real Property from the Metropolitan Water Reclamation District of Greater Chicago and Authorizing the Village Administrator to Execute Related Agreements
DATE: February 23, 2026

SUMMARY/BACKGROUND
The Village has been working with the Metropolitan Water Reclamation District of Greater Chicago (MWRD) regarding the proposed purchase of 19 Stephen Street (Lots 15 and 16, Block 3 of Singer & Talcott's Stone Company Subdivision) and the lease of 11 Stephen Street (Lots 19 and 20).

On December 8, 2025, MWRD confirmed that its technical departments raised no objections to the proposed transaction, subject to formal authorization by both governing bodies. The attached resolution authorizes the Village Administrator to execute documents necessary to complete the purchase of 19 Stephen Street for a price not to exceed $165,700 and to enter into a lease agreement or amendment for 11 Stephen Street, subject to final legal review and approval.

MWRD has approved the form of the Village's resolution and intends to bring the matter forward to its Board following Village approval.

ANALYSIS
The proposed acquisition and lease arrangement advances the Village's ongoing efforts to stabilize and consolidate property ownership along the Stephen Street corridor. The transaction structure reflects previously discussed terms and allows the Village to move forward with final contract and lease negotiations upon MWRD Board authorization.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approval of the Resolution.

BOARD ACTION REQUESTED
Motion to approve the Resolution.

ATTACHMENTS
A Resolution Authorizing the Purchase and Lease of Certain Real Property from the Metropolitan Water Reclamation District of Greater Chicago and Authorizing the Village Administrator to Execute Related Agreements

Stephen St: MWRD properties

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-26

A RESOLUTION AUTHORIZING THE PURCHASE AND LEASE OF CERTAIN REAL PROPERTY FROM THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE RELATED AGREEMENTS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on _____

RESOLUTION NO. R-_____-26

A RESOLUTION AUTHORIZING THE PURCHASE AND LEASE OF CERTAIN REAL PROPERTY FROM THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE RELATED AGREEMENTS

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") owns certain real property commonly known as 11 Stephen Street and 19 Stephen Street, Lemont, Illinois, consisting of Lots 15, 16, 19, and 20 in Block 3 of Singer & Talcott's Stone Company Subdivision; and

WHEREAS, the Village of Lemont ("Village") desires to acquire 19 Stephen Street (Lots 15 and 16) and to lease 11 Stephen Street (Lots 19 and 20) in furtherance of public purposes, including corridor stabilization, site control, and redevelopment planning; and

WHEREAS, the Village and MWRD have negotiated terms under which the Village would purchase 19 Stephen Street for a price reflecting MWRD's original acquisition value, with the Village assuming responsibility for demolition of existing structures on both 11 and 19 Stephen Street; and

WHEREAS, by letter dated December 8, 2025, the Metropolitan Water Reclamation District of Greater Chicago confirmed that its technical departments raised no objections to the proposed purchase and lease, subject to authorization by the Village Board and MWRD Board and final legal documentation; and

WHEREAS, the Village Board finds that the proposed purchase and lease arrangement serves the public interest and represents a fair and reasonable transaction for the Village of Lemont.

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

SECTION 1:

The Village Administrator is hereby authorized to execute all documents necessary to purchase 19 Stephen Street (Lots 15 and 16) from the Metropolitan Water Reclamation District of Greater Chicago for a purchase price not to exceed $165,700, subject to final legal review and approval by the Village Attorney.

SECTION 2:

The Village Administrator is further authorized to execute a lease agreement or lease amendment with MWRD for 11 Stephen Street (Lots 19 and 20) under terms substantially consistent with those presented to the Village Board, subject to final legal review and approval by the Village Attorney.

SECTION 3:

The Village Administrator is authorized to take all actions necessary to implement the intent of this Resolution, including execution of related agreements and coordination of demolition and site management activities

SECTION 4:

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____, 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

Stephen St: MWRD properties



May 1, 2025

1:887

0 0.01 0.01 0.03 mi

0 0.01 0.02 0.04 km

Selected Parcel

Parcels Current

Green: Green

Blue: Blue

Cook County Aerial Imagery 2024

Red: Red

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Linda Molitor, Administration
THROUGH:
SUBJECT: Special Tribute to Tom Ballard
DATE: February 23, 2026

SUMMARY/BACKGROUND

ANALYSIS

Consistency with Village Policy

STAFF RECOMMENDATION

BOARD ACTION REQUESTED

ATTACHMENTS

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: An Ordinance Rezoning 0.301 Acres of Property Located at 1115 Warner Avenue in Lemont, Illinois
DATE: February 23, 2026

SUMMARY/BACKGROUND
Lemont Township is under contract to sell its former office building at 1115 Warner Avenue to Lina's Embroidery for relocation of its business to this location. The property is currently zoned R-6 Multi-Family Residential District, which permits government offices but does not permit an embroidery business. The proposed rezoning to the B-1 Office/Retail Transitional District would establish the appropriate zoning classification to allow the Lina's Embroidery office use at this property.

Approval of the associated parking variation request, presented as a separate ordinance, is also required for the use to fully comply with the off-street parking requirements of the Unified Development Ordinance.

ANALYSIS
Comprehensive Plan
The subject property's future land use in the Lemont 2030 Comprehensive Plan is Mixed Use (MU). The rezoning is in agreement with the future land use.

Planning & Zoning Commission (PZC)
The rezoning was discussed at the public hearing held at the September 3, 2025 PZC meeting. The PZC recommended approval of the proposed rezoning for the purpose of locating Lina's Embroidery at this location.

Committee of the Whole (COW)
The rezoning was discussed at the COW meeting held on September 15, 2025.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff recommends approval of the attached ordinance.

BOARD ACTION REQUESTED
A motion to approve the attached ordinance.

ATTACHMENTS
An Ordinance Rezoning the 0.301 Acre Property at 1115 Warner Avenue in Lemont, Illinois

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-26

AN ORDINANCE REZONING 0.301 ACRES OF PROPERTY LOCATED AT 1115 WARNER AVENUE IN LEMONT, ILLINOIS

(Lina's Embroidery)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 2-___2026

ORDINANCE NO. O-_____-26

AN ORDINANCE REZONING 0.301 ACRES OF PROPERTY LOCATED AT 1115 WARNER AVENUE IN LEMONT, ILLINOIS

(Lina's Embroidery)

WHEREAS Lemont Township is the owner of the subject property covering 0.301 acres (PINS # 22-29-310-003 & 22-29-310-009) located at 1115 Warner Avenue (hereinafter referred to as the "Subject Property") described and depicted in Exhibit A; and

WHEREAS SVL DECO, LLC d/b/a Lina's Embroidery (hereinafter referred to as the "Petitioner"), as contract purchaser of the Subject Property, petitioned the Village of Lemont for a zoning map amendment from the R-6 Multi-Family Residential District to the B-1 Office/Retail Transitional District pursuant to Title 17 of the Lemont Municipal Code; and

WHEREAS the Planning & Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on September 3, 2025 for the rezoning request and voted 6-0 to recommend approval of the rezoning; and

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 ordinances for the benefit of the residents of the Village; and

WHEREAS, the Village and Petitioner have complied with the statutory procedures and requirements for rezoning of the Subject Property, defined as the 0.301 acres included in this Ordinance.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

SECTION 1: 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 Subject Property, as described in Exhibit A, is hereby rezoned from the R-6 Multi-Family Residential District to the B-1 Office/Retail Transitional District in conformance with the Village's Unified Development Ordinance.

SECTION 3: General Conditions. Unless otherwise approved by the Village Board, the subject property shall be developed and maintained in accordance with the Lemont, Illinois Municipal Code and this Ordinance.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 5: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

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 20 .

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

Exhibit A

Legal Description

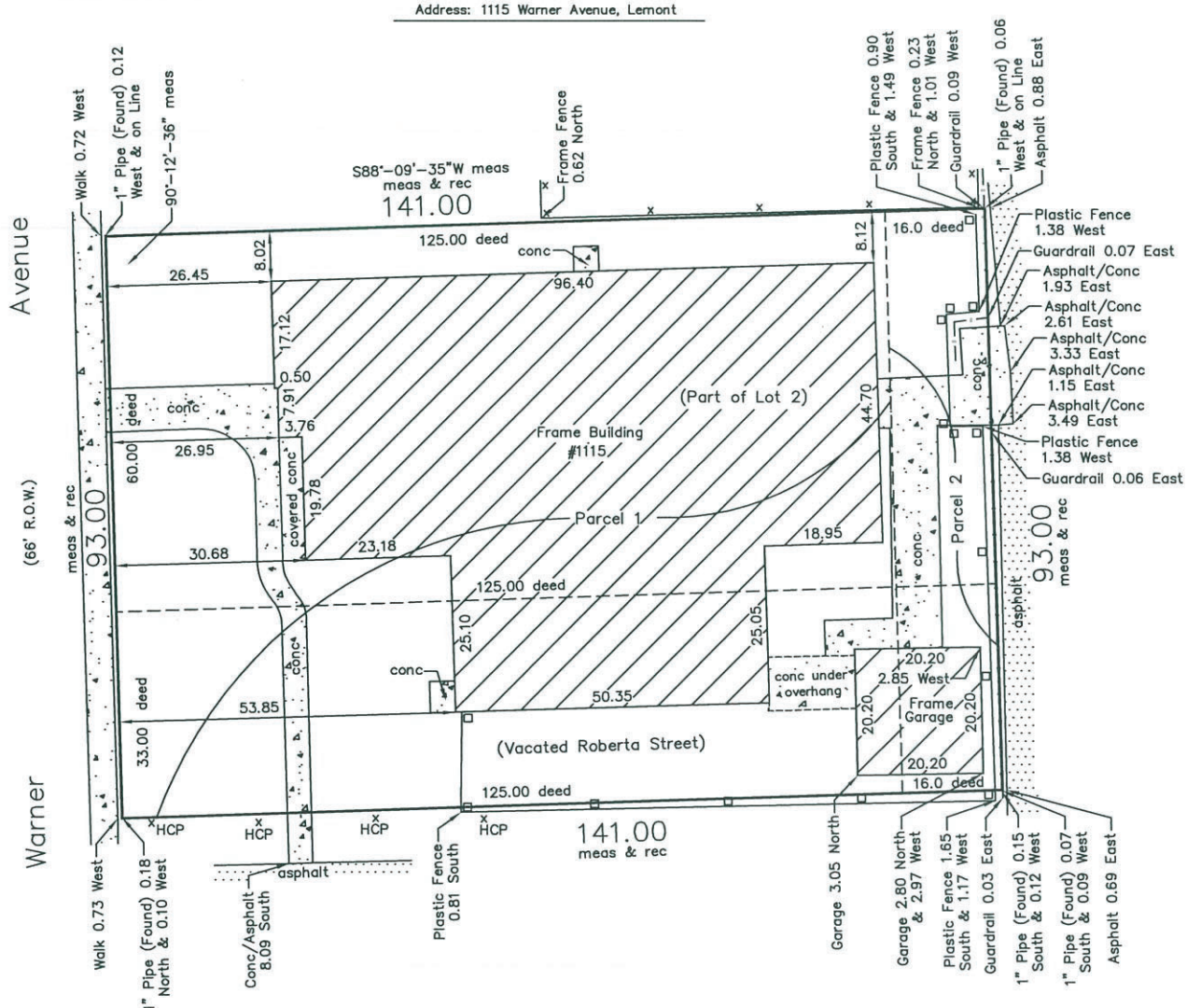
KABAL SURVEYING COMPANY
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Plat of Survey

Parcel 1: The West 125 feet of the South 60 feet of Lot 2 in Essick Plaza Subdivision, Addition to the Village of Lemont, Subdivision of the South 1/2 of the North 1/2 of the East 1/2 (except the West 695 feet thereof) of the Southwest 1/4 of Section 29 Township 37 North Range 11 East of the Third Principal Meridian, together with the West 125 feet of vacated Roberta Street lying South and adjoining Lot 2 aforesaid in Cook County, Illinois.

Parcel 2: The East 16 feet of the South 60 feet of the West 141.00 feet of Lot 2 in Essick Plaza Subdivision, Addition to the Village of Lemont, Subdivision of the South 1/2 of the North 1/2 of the East 1/2 (except the West 695 feet thereof) of the Southwest 1/4 of Section 29 Township 37 North Range 11 East of the Third Principal Meridian, together with the East 16 feet of the West 141 feet of vacated Roberta Street lying South and adjoining Lot 2 aforesaid in Cook County, Illinois.

Address: 1115 Warner Avenue, Lemont



Notes:
1) Compare legal description to deed or title policy and report any discrepancy for clarification or correction immediately. Unless otherwise noted, this plat does not show building lines or other restrictions established by local ordinances or shown on a title policy.
2) Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurements.
3) Survey was completed from found monumentation.

LEGEND
R.O.W. = right-of-way, E = East
rec = record, N = North, W = West
meas = measured, S = South
pch = porch, conc = concrete
HCP = handicap parking sign

Area of property is approximately 13,113 square feet

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed June 16, ,20 25

Scale: 1 inch = 20 ft.
Order No. 251036
Ordered By: Lemont Township

Mitchell P. Balek
035-003250
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
Westchester, Illinois

ORIGINAL SEAL IN RED

This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS } s.s.
COUNTY OF COOK }

I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mitchell P. Balek

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2026

EXHIBIT A

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Charlene Smollen, do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Lemont, Cook, DuPage and Will County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Lemont, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. _____ "AN ORDINANCE REZONING 0.301 ACRES OF PROPERTY LOCATED AT 1115 WARNER AVENUE IN LEMONT, ILLINOIS (Lina's Embroidery)," adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on February ___, 2026.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lemont, Cook, DuPage and Will County, Illinois this ___day of February 2026.

Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

VILLAGE OF LEMONT

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jamie Tate, Community Development
THROUGH:	Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT:	An Ordinance Granting a Variation from Section 17.10 Off Street Parking & Loading for 1115 Warner Avenue in Lemont, Illinois (Lina's Embroidery / SVL DECO, LLC)
DATE:	February 23, 2026

SUMMARY/BACKGROUND

SVL DECO, LLC d/b/a Lina's Embroidery, contract purchaser of 1115 Warner Avenue, has requested a variation from Section 17.10 of the Unified Development Ordinance to permit an office use without on-site off-street parking. The existing 5,000-square-foot building would require approximately twenty (20) parking spaces; however, the property does not contain off-street parking and has historically relied on on-street parking.

Approval of the variation would allow Lina's Embroidery to occupy the building. A separate ordinance to rezone the property from R-6 to B-1 is being considered concurrently.

ANALYSIS

Comprehensive Plan

The future land use in the Lemont 2030 Comprehensive Plan is Mixed Use (MU).

Planning & Zoning Commission (PZC)

The PZC reviewed the request at public hearings on September 3, 2025 and February 4, 2026, and recommended approval of the variation with conditions incorporated into the ordinance.

Committee of the Whole (COW)

The COW reviewed the proposal on February 16, 2026, after several previous discussions, and considered the PZC recommendation and neighbor feedback.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff recommends approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

An Ordinance Granting a Variation from Section 17.10 Off-Street Parking & Loading of the UDO for 1115 Warner Ave in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-26

AN ORDINANCE GRANTING A VARIATION FROM SECTION 17.10 OFF-STREET PARKING & LOADING OF THE UNIFIED DEVELOPMENT ORDINANCE FOR 1115 WARNER AVENUE IN LEMONT, ILLINOIS

(Lina's Embroidery / SVL DECO, LLC)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 2-___2026

ORDINANCE NO. O-_____-26

AN ORDINANCE GRANTING A VARIATION FROM SECTION 17.10 OFF-STREET PARKING & LOADING OF THE UNIFIED DEVELOPMENT ORDINANCE FOR 1115 WARNER AVENUE IN LEMONT, ILLINOIS

(Lina's Embroidery / SVL DECO, LLC)

WHEREAS Lemont Township is the owner of the subject property covering 0.301 acres (PINS # 22-29-310-003-0000 and 22-29-310-009-0000) located at 1115 Warner Avenue (hereinafter referred to as the "Subject Property") described and depicted in Exhibit A; and

WHEREAS SVL DECO, LLC d/b/a Lina's Embroidery (hereinafter referred to as the "Petitioner"), as contract purchaser of the Subject Property, petitioned the Village of Lemont for a variation from Section 17.10 of the Unified Development Ordinance (UDO) to operate without the provision of on-site off-street parking spaces; and

WHEREAS, Section 17.10 of the Unified Development Ordinance ("UDO") requires one (1) off-street parking space per 250 square feet of gross floor area for office uses, which would require approximately twenty (20) off-street parking spaces for the existing 5,000 square foot building; and

WHEREAS the Planning & Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on September 3, 2025 and voted 6-0 to recommend approval of the requested variation; and

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 ordinances for the benefit of the residents of the Village; and

WHEREAS, the Village and Petitioner have complied with the statutory procedures and requirements for the requested variation.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

SECTION 1: 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: A variation from Section 17.10 of the Unified Development Ordinance is hereby granted to permit the operation of SVL DECO, LLC d/b/a Lina's Embroidery office/retail use at the property located at 1115 Warner Avenue without the provision of on-site off-street parking spaces.

SECTION 3: Conditions. Unless otherwise approved by the Village Board, the Subject Property shall be developed and maintained in accordance with the Lemont, Illinois Municipal Code and this Ordinance.

1. This variation is expressly limited to the office/retail use operated by Petitioner (SVL DECO, LLC d/b/a Lina's Embroidery) at this location and shall not authorize any other principal use or operator at the Subject Property without further approval of the Village Board.
2. Any proposed change in principal use at the Subject Property shall require review and approval by the Village Board and reconsideration of the applicable off-street parking requirements of the Unified Development Ordinance.

3. All other applicable provisions of the Lemont Municipal Code shall remain in full force and effect.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 5: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

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 20 .

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

John Egofske, Village President

Attest:

_____

Charlene M. Smollen, Village Clerk

Exhibit A

Legal Description

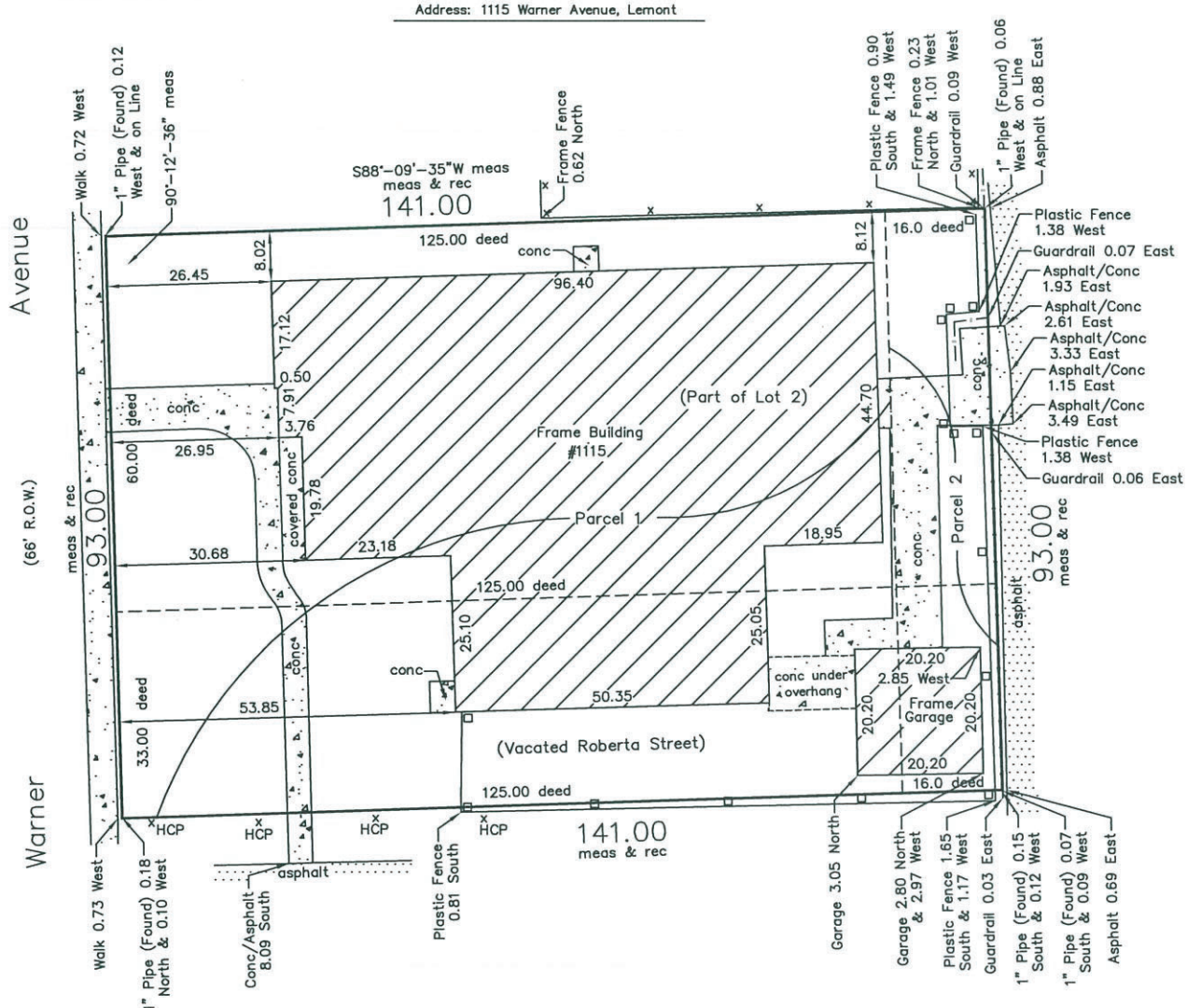
KABAL SURVEYING COMPANY
Land Surveying Services
10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Plat of Survey

Parcel 1: The West 125 feet of the South 60 feet of Lot 2 in Essick Plaza Subdivision, Addition to the Village of Lemont, Subdivision of the South 1/2 of the North 1/2 of the East 1/2 (except the West 695 feet thereof) of the Southwest 1/4 of Section 29 Township 37 North Range 11 East of the Third Principal Meridian, together with the West 125 feet of vacated Roberta Street lying South and adjoining Lot 2 aforesaid in Cook County, Illinois.

Parcel 2: The East 16 feet of the South 60 feet of the West 141.00 feet of Lot 2 in Essick Plaza Subdivision, Addition to the Village of Lemont, Subdivision of the South 1/2 of the North 1/2 of the East 1/2 (except the West 695 feet thereof) of the Southwest 1/4 of Section 29 Township 37 North Range 11 East of the Third Principal Meridian, together with the East 16 feet of the West 141 feet of vacated Roberta Street lying South and adjoining Lot 2 aforesaid in Cook County, Illinois.

Address: 1115 Warner Avenue, Lemont



Notes:
1) Compare legal description to deed or title policy and report any discrepancy for clarification or correction immediately. Unless otherwise noted, this plat does not show building lines or other restrictions established by local ordinances or shown on a title policy.
2) Measured bearing shown hereon is based on the Illinois East State Plane Coordinate Zone 1201 (NAD83) determined by GPS measurements.
3) Survey was completed from found monumentation.

LEGEND
R.O.W. = right-of-way, E = East
rec = record, N = North, W = West
meas = measured, S = South
pch = porch, conc = concrete
HCP = handicap parking sign

Area of property is approximately 13,113 square feet

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed June 16, ,20 25

Scale: 1 inch = 20 ft.
Order No. 251036
Ordered By: Lemont Township

Mitchell P. Balek
035-003250
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
Westchester, Illinois

ORIGINAL SEAL IN RED

This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS } s.s.
COUNTY OF COOK }

I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mitchell P. Balek

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2026

EXHIBIT A

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Charlene Smollen, do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Lemont, Cook, DuPage and Will County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Lemont, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. _____ "AN ORDINANCE GRANTING A VARIATION FROM SECTION 17.10 OFF STREET PARKING & LOADING FOR 1115 WARNER AVENUE IN LEMONT, ILLINOIS (SVL DECO LLC/Lina's Embroidery)," adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on February ___, 2026.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lemont, Cook, DuPage and Will County, Illinois this ___day of February 2026.

Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: A Resolution Approving a Final Plat of Subdivision for 926 Main Street in Lemont, Illinois
DATE: February 23, 2026

SUMMARY/BACKGROUND
The petitioner, Timothy R. White, owner of 926 S. Main Street, has submitted a Final Plat of Resubdivision to reconfigure the existing lots comprising the subject property. The property is located within the D-D Downtown District and currently consists of three (3) platted lots.

The proposed Final Plat reestablishes three (3) conforming zoning lots and isolates the existing commercial building on Lot 2. The resubdivision facilitates the continued use of the existing structure and creates separate development parcels for the remaining portions of the property.

ANALYSIS
Comprehensive Plan
The future land use in the Lemont 2030 Comprehensive Plan is Mixed Use (MU) for the subject property.

Planning & Zoning Commission (PZC)
The PZC reviewed the Final Plat of Subdivision at the meeting held on January 7, 2026.

Committee of the Whole (COW)
The COW reviewed the proposed Plat at the meeting held on February 16, 2026.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff recommends approval of the attached resolution.

BOARD ACTION REQUESTED
A motion to approve the attached resolution.

ATTACHMENTS
A Resolution Approving a Final Plat of Subdivision for 926 Main Street

VILLAGE OF LEMONT

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 926 MAIN STREET IN LEMONT, ILLINOIS

(926 Main Resubdivision)

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 23rd DAY OF FEBRUARY, 2026

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 23rd day of February, 2026.

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR 926 MAIN STREET IN LEMONT, ILLINOIS

(926 Main Resubdivision)

WHEREAS, 926 Main St., LLC, whose principal is Timothy R. White (the "Petitioner"), is the owner of the property covering approximately 0.7243-acres located at 926 Main Street (PINS# 22-20-425-003-0000; 22-20-425-004-0000 and 22-20-425-006-0000), legally described in Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Petitioner submitted the Plat of Resubdivision for 926 Main Street dated 10/24/2025 and revised 2/17/2026 by Associated Surveying Group, LLC (hereinafter referred to as "Final Plat of Subdivision"), provided in Exhibit A, for final plat approval in accordance with the requirements of the Lemont Unified Development Ordinance; and

WHEREAS, the Petitioner has filed an application with the Village of Lemont on November 12, 2025 for a Final Plat of Subdivision to reconfigure the three (3) existing lots that make up 926 Main Street; and

WHEREAS, the Planning & Zoning Commission (PZC) voted (6-0) to recommend approval of the Final Plat of Subdivision for 926 Main Street at the PZC meeting on January 7, 2026, provided in Exhibit A; and

WHEREAS, the Plat of Subdivision creates three (3) conforming D-D, Downtown District zoning lots; and

WHEREAS, the Final Plat of Subdivision is in substantial conformance with the physical development policies and standards of the Village of Lemont; and

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

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

SECTION ONE: The President and Board of Trustees hereby finds and determines that the facts set forth in the preamble hereto are true and correct and hereby adopts same as part of this Resolution.

SECTION TWO: The 926 Main Street Plat of Resubdivision, drafted by Associated Surveying Group dated 10/24/2025 and revised 2/17/2026 is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION THREE: That this Resolution shall be in full force and effect from and after its passage and approval 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 20 .

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

Exhibit A

Plat of Subdivision

Associated Surveying Group, LLC
Illinois Prof. Design Firm No. 184.006573
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-0205 FAX: 630-759-0291

PLAT OF RESUBDIVISION

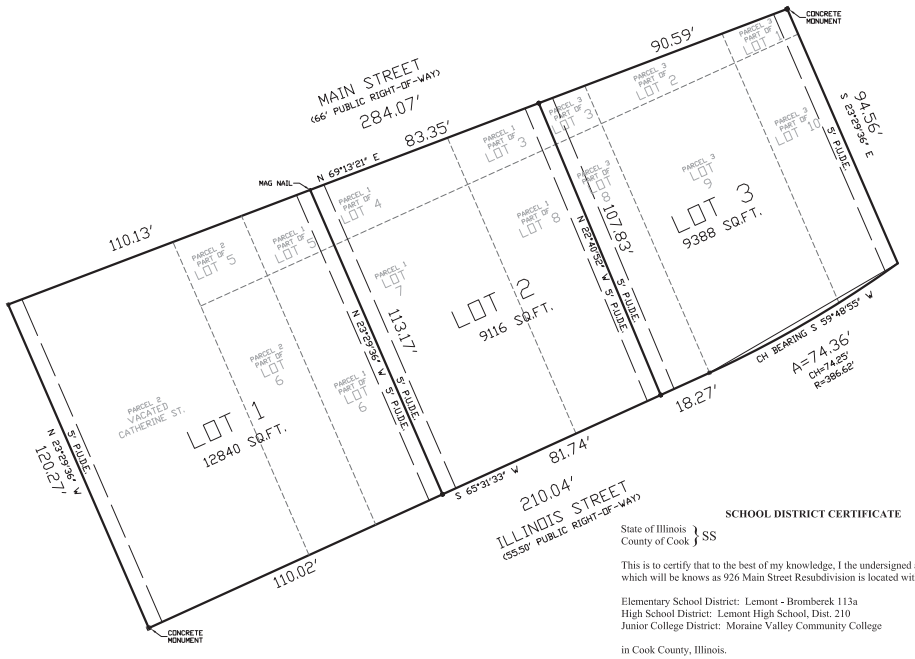
926 MAIN STREET RESUBDIVISION

OF

PARCEL 1: *THE WEST 1/2 OF LOTS 3 AND 8, ALL OF LOTS 4 AND 7, AND THE EAST 1/2 OF LOTS 5 AND 6 LYING SOUTHERLY OF THE SOUTHERLY LINE OF MAIN STREET AND NORTHERLY OF THE NORTHERLY LINE OF NORTHERLY BRANCH OF ILLINOIS STREET ALL IN BLOCK 21, ALL IN ATHENS, BEING A SUBDIVISION OF THE NORTH PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*
PARCEL 2: *THE WEST 1/2 OF LOTS 5 AND 6 IN BLOCK 21 LYING SOUTHERLY OF THE SOUTHERLY LINE OF MAIN STREET IN ATHENS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND ALSO THAT PART OF VACATED CATHERINE STREET LYING NORTH OF THE NORTHERLY LINE OF ILLINOIS STREET EXTENDED AND SOUTH OF THE SOUTHERLY LINE AS NOW VACATED OF MAIN STREET EXTENDED BETWEEN BLOCKS 21 AND 22, ALL IN ATHENS, A SUBDIVISION OF THE NORTH PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*
PARCEL 3: *THE WEST 1/2 OF LOTS 1 AND 10, ALL OF LOTS 2 AND 9, AND THE EAST 1/2 OF LOTS 3 AND 8 LYING SOUTHERLY OF THE SOUTHERLY LINE OF MAIN STREET AND NORTHERLY OF THE NORTHERLY LINE OF NORTHERLY BRANCH OF ILLINOIS STREET ALL IN BLOCK 21, ALL IN ATHENS, BEING A SUBDIVISION OF THE NORTH PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

PIN NO. 22-20-425-004
PIN NO. 22-20-425-003
PIN NO. 22-20-425-006

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: VILLAGE OF LEMONT
ADDRESS: 418 MAIN STREET
LEMONT, ILLINOIS 60439



(ASSUMED NORTH)

SCALE 1"= 30'

20 10 0 10 20 30

BASIS OF BEARINGS:
ILLINOIS STATE PLANE
(NAD83 - 04 ZONE)

OWNER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, do hereby certify that I am the owner of the property described in the caption to the plat hereon drawn and as such owner, I have caused said property to be surveyed and resubdivided as hereon shown, as my own free and voluntary act and deed.

I hereby dedicate for public use the lands shown on this plat, including but not limited to, thoroughfares, streets, alleys, walkways and public services; grant the telephone, gas, electric and any other public or private utility easements as stated and shown on this plat; and grant and declare the Storm Water Drainage and Detention Easements as stated and shown on this plat.

I further certify that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this resubdivision plat or, if any of said installments are not paid, then such installments have been divided in accordance with the resubdivision and approved by the court which confirmed the special assessment and the proper collector of any such special assessment has so certified such division on the face of this subdivision plat.

Dated this ____ day of _____, 20___.

Owner: _____

OWNER'S NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby

certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:

This ____ day of _____, 20___.

By: _____
Notary Public

MORTGAGEE'S CERTIFICATE

State of Illinois } SS
County of Cook }

Cornerstone National Bank & Trust, as Mortgagee for the land described in this Subdivision or Planned Unit Development hereby consents to said Subdivision or Planned Unit Development as shown and described on this Plat.

Dated this ____ day of _____, 20___.

By: _____ Title: _____

Attest: _____ Title: _____

_____
address

MORTGAGEE'S NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, a Notary Public in and for said County and State aforesaid, do hereby

certify that _____ and _____, personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20___.

By: _____
Notary Public

SURFACE WATER DRAINAGE CERTIFICATE

State of Illinois } SS
County of Cook }

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such resubdivision or any part thereof, or that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the resubdivision.

Dated this ____ day of _____, 20___.

By: _____
Owner

SURVEYOR'S CERTIFICATE

State of Illinois } SS
County of Will }

I, Wayne W. Nekola, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and resubdivided the property hereon described in the caption to the plat hereon drawn and that the said plat is a true and correct representation of the same. This professional service conforms to the current Illinois minimum standards for a boundary survey. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit.

I, Wayne W. Nekola, further certify that based on examination of the Federal Emergency Management Agency Flood Insurance Rate Map, Panel Number 17031C0586J, effective date of 08/19/2008, that the parcel included in this record of deed is not located in a special flood hazard area. It's located in Zone X, area determined to be outside the 0.2% annual chance floodplain.

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

Dated this 6th day of January, 2026.

By: _____
Illinois Professional Land Surveyor

License No.: 35-002923
License Expires: November 30, 2026

PROFESSIONAL LAND SURVEYOR
WAYNE W. NEKOLA
035-002923
BOLINGBROOK
ILLINOIS
STATE OF ILLINOIS

NICOR CORPORATION/NICOR GAS

COMPANY

An easement is hereby reserved for and granted to Nicor Corporation and Nicor Gas Company, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys as required to provide the subdivision and other property, whether or not contiguous thereto, with gas supply services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU & DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

COMCAST

COMMUNICATIONS

An easement is hereby reserved for and granted to Comcast Communications Corporation, operating within the Village of Lemont, it's successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of cable communication and broadcast signal systems in, under! Across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys as required to provide the (subdivision/planned unit development) and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU & DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

SCHOOL DISTRICT CERTIFICATE

State of Illinois } SS
County of Cook }

This is to certify that to the best of my knowledge, I the undersigned as Owner of the property, which will be knows as 926 Main Street Resubdivision is located within the boundaries of:

Elementary School District: Lemont - Bromberek 113a
High School District: Lemont High School, Dist. 210
Junior College District: Moraine Valley Community College

in Cook County, Illinois.

Dated this ____ day of _____, 20___.

By: _____
Owner

COM ED COMPANY AND AT&T

CORPORATION

An easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys required to provide the subdivision and other property, whether or not contiguous thereto, with electric and communications services, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes.

No building or other obstruction shall be placed over grantees' facilities or in, upon or over the property within the "Public Utility and Drainage Easement" or "PU & DE" without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

ILLINOIS DEPARTMENT OF TRANSORTATION CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to §2 of "An Act to revise the law in relation to plats," as amended. A plan that meets the requirements contained in the Department's "Policy of Permits for Access Driveways to State Highways" will be required by the Department.
There shall be no direct vehicular access point(s) to Illinois Street from Lot 1, Lot 2, nor Lot 3.

_____
Jose Rios, P.E.
Region One Engineer

VILLAGE ENGINEER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, Village Engineer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, hereby certify that the land improvements in this resubdivision, as shown by the plans and specifications therefore, meet the minimum requirements of said Village and have been approved by all public authorities having jurisdiction thereof.

Dated this ____ day of _____, 20___.

By: _____
Village Engineer

VILLAGE TREASURER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, Village Treasurer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments of any outstanding unpaid special assessments which have not been divided in accordance with the proposed subdivision and duly approved by the court that confirmed the special assessment.

Dated at Lemont, Cook County, Illinois, this ____ day of _____, 20___.

_____
Village Treasurer

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

State of Illinois } SS
County of Cook }

Approved and accepted by the President and Board of Trustees of the Village of Lemont, Cook County, Illinois at a Public Meeting held:

This _____ day of _____, 20___.

By: _____
President

Attest: _____
Village Clerk

PLANNING AND ZONING COMMISSION CERTIFICATE

State of Illinois } SS
County of Cook }

Approved and recommended for approval by the Planning and Zoning Commission of the Village of Lemont, Cook County, Illinois at a Public Meeting Held:.

This _____ day of _____, 20___.

By: _____
Chairperson
Planning and Zoning Commission

SCHOOL DISTRICT NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Brennan, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Owner, appeared before me this day in person and acknowledged that he signed the subdivision plat as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:

This ____ day of _____, 20___.

By: _____
Notary Public

UTILITY AND DRAINAGE EASEMENT PROVISIONS

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "PU & DE" on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults, fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinance of the Village of Lemont and to Village approval as to design and location.

Perpetual easements are hereby reserved for and granted to the Village of Lemont and other governmental authorities having jurisdiction of the land, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.

REVISED: FEBRUARY 18, 2026 (VILLAGE COMMENTS, 2/17/26)
REVISED: OCTOBER 24, 2025
CLIENT: WHITE
JOB NO.: 91177-25

ABBREVIATIONS:
A = ARC LENGTH
R = RADIUS
CH = CHORD LENGTH
(r) = RECORD VALUE
(m) = MEASURED VALUE
B.S.L. = BUILDING SETBACK LINE
P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
N'LY = NORTHERLY
S'LY = SOUTHERLY
E'LY = EASTERLY
W'LY = WESTERLY
TYP = TYPICAL

LEGEND:
ASPHALT
BRICK
WALL
CONCRETE
WOOD/PVC
ENCLOSED/COVERED
SET IRON PIPE
1/2"x18" IRON PIPE
1/2"x18" REBAR/ROD
PK NAILS AS NOTCH
CROSS
NOTCH
CHAIN LINK FENCE
WOOD FENCE
ALL OTHER FENCE TYPES

1. COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE. 2. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION. 3. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES. 4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. MEASURED LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.5 FEET OR MORE. 5. AREAS BASED ON MEASURED DISTANCES AT TIME OF SURVEY. 6. CURVED LINES DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT UNLESS OTHERWISE NOTED.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jamie Tate, Community Development
THROUGH: Jason Berry, CEcD, AICP, Economic & Community Development Director
SUBJECT: An Ordinance Approving a Special Use for Auto Body Repair in the D-D, Downtown District for 926 Main Street in Lemont, Illinois
DATE: February 23, 2026

SUMMARY/BACKGROUND

The petitioner, Timothy R. White, has requested Special Use approval to permit fleet maintenance and fleet repair activities within the existing building located on Lot 2 of the Resubdivision of 926 S. Main Street. The subject property is located within the D-D Downtown District.

The proposed use is limited to maintenance and repair of vehicles owned and operated by the petitioner's company and will not include retail automotive repair services to the public. All repair activities are proposed to occur within the existing building. There will be no outside storage or parking of vehicles associated with the special use.

ANALYSIS

Comprehensive Plan

The future land use designated for the subject property in the Lemont 2030 Comprehensive Plan is Mixed Use (MU).

Planning & Zoning Commission (PZC)

The PZC held a public hearing to discuss the proposed special use at the meeting held on January 7, 2026. The PZC recommended approval of the special use with conditions that have been incorporated into the ordinance.

Committee of the Whole (COW)

The proposed special use was discussed at the COW meeting held on February 16, 2026.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff recommends approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

An Ordinance Approving a Special Use for Auto Body Repair in the D-D Downtown District at 926 Main Street in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-___-26

AN ORDINANCE GRANTING A SPECIAL USE FOR AUTO BODY REPAIR IN THE D-D, DOWNTOWN DISTRICT AT 926 MAIN STREET IN LEMONT, ILLINOIS

(926 Main Street)

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on 2-___2026

ORDINANCE NO. O-_____-26

AN ORDINANCE GRANTING A SPECIAL USE FOR AUTO BODY REPAIR IN THE D-D, DOWNTOWN DISTRICT AT 926 MAIN STREET IN LEMONT, ILLINOIS

(926 Main Street)

WHEREAS, 926 Main St., LLC, whose principal is Timothy R. White (the "Petitioner"), is the owner of the property covering approximately 0.7243-acres located at 926 Main Street (PINS# 22-20-425-003-0000; 22-20-425-004-0000 and 22-20-425-006-0000), legally described in Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS the property has been subdivided pursuant to a Plat of Resubdivision of 926 Main Street, creating three (3) lots, including Lot 2, which contains the existing commercial building; and

WHEREAS the Petitioner seeks approval of a Special Use pursuant to Section 17.04.140 of the Lemont Unified Development Ordinance to permit auto body and repair activities in the D-D, Downtown District within the existing building located on Lot 2; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on January 7, 2026 and voted 6-0 to recommend approval of the special use with conditions incorporated in this Ordinance; and

WHEREAS, a notice of the aforesaid public hearing was made in the manner provided by law and was published in the *Daily Southtown*, a newspaper of general circulation within the Village; and

WHEREAS, the Village President and Board of Trustees have reviewed the matter herein and have determined that the requested special use is in the best interest of public health, safety, and welfare of the residents of the Village of Lemont, and hereby adopts the finding of facts as set forth in Exhibit B.

NOW THEREFORE, be it ordained by the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County, Illinois as follows:

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

SECTION TWO: A Special Use is hereby granted pursuant to Section 17.04.140 of the Unified Development Ordinance to permit Auto Body Repair within the existing building located on Lot 2 of the Resubdivision of 926 S. Main Street, subject to the conditions set forth herein. No rights granted herein shall extend to or encumber Lot 1 or Lot 3 of the Resubdivision of 926 S. Main Street.

SECTION THREE: Conditions. The Special Use shall have the following conditions:

1. The Auto Body Repair use shall be limited to maintenance and repair of vehicles owned or operated by the property owner and/or affiliated business entities. No retail automotive repair services to the public shall be permitted.
2. All repair activities shall occur entirely within the existing building located on Lot 2. No outdoor repair activities shall be permitted.
3. No outdoor vehicle storage associated with the special use shall occur on Lot 1 or Lot 3.
4. No expansion of the building footprint on Lot 2 shall occur without further approval of the Village Board.
5. Except as expressly granted herein, Lot 2 shall comply with all other applicable provisions of the Lemont Municipal Code.
6. The Special Use shall run with Lot 2 only and shall terminate upon a change in principal use unless otherwise approved by the Village Board.

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

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

SECTION SIX: All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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 20 .

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

John Egofske, Village President

Attest:

_____

Charlene M. Smollen, Village Clerk

Exhibit A

Legal Description

Associated Surveying Group, LLC
Illinois Prof. Design Firm No. 184.006573
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-0205 FAX: 630-759-0291

PLAT OF RESUBDIVISION

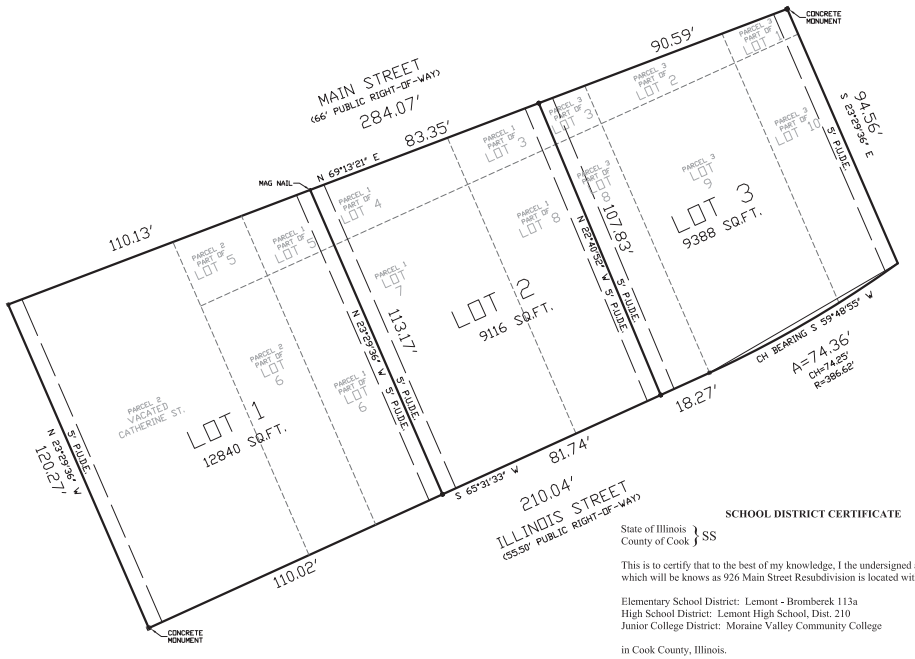
926 MAIN STREET RESUBDIVISION

OF

PARCEL 1: *THE WEST 1/2 OF LOTS 3 AND 8, ALL OF LOTS 4 AND 7, AND THE EAST 1/2 OF LOTS 5 AND 6 LYING SOUTHERLY OF THE SOUTHERLY LINE OF MAIN STREET AND NORTHERLY OF THE NORTHERLY LINE OF NORTHERLY BRANCH OF ILLINOIS STREET ALL IN BLOCK 21, ALL IN ATHENS, BEING A SUBDIVISION OF THE NORTH PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*
PARCEL 2: *THE WEST 1/2 OF LOTS 5 AND 6 IN BLOCK 21 LYING SOUTHERLY OF THE SOUTHERLY LINE OF MAIN STREET IN ATHENS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND ALSO THAT PART OF VACATED CATHERINE STREET LYING NORTH OF THE NORTHERLY LINE OF ILLINOIS STREET EXTENDED AND SOUTH OF THE SOUTHERLY LINE AS NOW VACATED OF MAIN STREET EXTENDED BETWEEN BLOCKS 21 AND 22, ALL IN ATHENS, A SUBDIVISION OF THE NORTH PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*
PARCEL 3: *THE WEST 1/2 OF LOTS 1 AND 10, ALL OF LOTS 2 AND 9, AND THE EAST 1/2 OF LOTS 3 AND 8 LYING SOUTHERLY OF THE SOUTHERLY LINE OF MAIN STREET AND NORTHERLY OF THE NORTHERLY LINE OF NORTHERLY BRANCH OF ILLINOIS STREET ALL IN BLOCK 21, ALL IN ATHENS, BEING A SUBDIVISION OF THE NORTH PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

PIN NO. 22-20-425-004
PIN NO. 22-20-425-003
PIN NO. 22-20-425-006

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: VILLAGE OF LEMONT
ADDRESS: 418 MAIN STREET
LEMONT, ILLINOIS 60439



(ASSUMED NORTH)

SCALE 1"= 30'

20 10 0 10 20 30

BASIS OF BEARINGS:
ILLINOIS STATE PLANE
(NAD83 - 04 ZONE)

OWNER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, do hereby certify that I am the owner of the property described in the caption to the plat hereon drawn and as such owner, I have caused said property to be surveyed and resubdivided as hereon shown, as my own free and voluntary act and deed.

I hereby dedicate for public use the lands shown on this plat, including but not limited to, thoroughfares, streets, alleys, walkways and public services; grant the telephone, gas, electric and any other public or private utility easements as stated and shown on this plat; and grant and declare the Storm Water Drainage and Detention Easements as stated and shown on this plat.

I further certify that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this resubdivision plat or, if any of said installments are not paid, then such installments have been divided in accordance with the resubdivision and approved by the court which confirmed the special assessment and the proper collector of any such special assessment has so certified such division on the face of this subdivision plat.

Dated this ____ day of _____, 20___.

Owner: _____

OWNER'S NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby

certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he signed the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:

This ____ day of _____, 20___.

By: _____
Notary Public

MORTGAGEE'S CERTIFICATE

State of Illinois } SS
County of Cook }

Cornerstone National Bank & Trust, as Mortgagee for the land described in this Subdivision or Planned Unit Development hereby consents to said Subdivision or Planned Unit Development as shown and described on this Plat.

Dated this ____ day of _____, 20___.

By: _____ Title: _____

Attest: _____ Title: _____

_____
address

MORTGAGEE'S NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, a Notary Public in and for said County and State aforesaid, do hereby

certify that _____ and _____, personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 20___.

By: _____
Notary Public

SURFACE WATER DRAINAGE CERTIFICATE

State of Illinois } SS
County of Cook }

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such resubdivision or any part thereof, or that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the resubdivision.

Dated this ____ day of _____, 20___.

By: _____
Owner

SURVEYOR'S CERTIFICATE

State of Illinois } SS
County of Will }

I, Wayne W. Nekola, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and resubdivided the property hereon described in the caption to the plat hereon drawn and that the said plat is a true and correct representation of the same. This professional service conforms to the current Illinois minimum standards for a boundary survey. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit.

I, Wayne W. Nekola, further certify that based on examination of the Federal Emergency Management Agency Flood Insurance Rate Map, Panel Number 17031C0586J, effective date of 08/19/2008, that the parcel included in this record of deed is not located in a special flood hazard area. It's located in Zone X, area determined to be outside the 0.2% annual chance floodplain.

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

Dated this 6th day of January, 2026.

By: _____
Illinois Professional Land Surveyor

License No.: 35-002923
License Expires: November 30, 2026

PROFESSIONAL LAND SURVEYOR
WAYNE W. NEKOLA
035-002923
BOLINGBROOK
ILLINOIS
STATE OF ILLINOIS

NICOR CORPORATION/NICOR GAS

COMPANY

An easement is hereby reserved for and granted to Nicor Corporation and Nicor Gas Company, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys as required to provide the subdivision and other property, whether or not contiguous thereto, with gas supply services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU & DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

COMCAST

COMMUNICATIONS

An easement is hereby reserved for and granted to Comcast Communications Corporation, operating within the Village of Lemont, it's successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of cable communication and broadcast signal systems in, under! Across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys as required to provide the (subdivision/planned unit development) and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU & DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

SCHOOL DISTRICT CERTIFICATE

State of Illinois } SS
County of Cook }

This is to certify that to the best of my knowledge, I the undersigned as Owner of the property, which will be knows as 926 Main Street Resubdivision is located within the boundaries of:

Elementary School District: Lemont - Bromberek 113a
High School District: Lemont High School, Dist. 210
Junior College District: Moraine Valley Community College

in Cook County, Illinois.

Dated this ____ day of _____, 20___.

By: _____
Owner

COM ED COMPANY AND AT&T

CORPORATION

An easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and the property designated on the plat for streets and alleys required to provide the subdivision and other property, whether or not contiguous thereto, with electric and communications services, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes.

No building or other obstruction shall be placed over grantees' facilities or in, upon or over the property within the "Public Utility and Drainage Easement" or "PU & DE" without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

ILLINOIS DEPARTMENT OF TRANSORTATION CERTIFICATE

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to §2 of "An Act to revise the law in relation to plats," as amended. A plan that meets the requirements contained in the Department's "Policy of Permits for Access Driveways to State Highways" will be required by the Department.
There shall be no direct vehicular access point(s) to Illinois Street from Lot 1, Lot 2, nor Lot 3.

_____
Jose Rios, P.E.
Region One Engineer

VILLAGE ENGINEER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, Village Engineer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, hereby certify that the land improvements in this resubdivision, as shown by the plans and specifications therefore, meet the minimum requirements of said Village and have been approved by all public authorities having jurisdiction thereof.

Dated this ____ day of _____, 20___.

By: _____
Village Engineer

VILLAGE TREASURER'S CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, Village Treasurer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments of any outstanding unpaid special assessments which have not been divided in accordance with the proposed subdivision and duly approved by the court that confirmed the special assessment.

Dated at Lemont, Cook County, Illinois, this ____ day of _____, 20___.

_____
Village Treasurer

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

State of Illinois } SS
County of Cook }

Approved and accepted by the President and Board of Trustees of the Village of Lemont, Cook County, Illinois at a Public Meeting held:

This _____ day of _____, 20___.

By: _____
President

Attest: _____
Village Clerk

PLANNING AND ZONING COMMISSION CERTIFICATE

State of Illinois } SS
County of Cook }

Approved and recommended for approval by the Planning and Zoning Commission of the Village of Lemont, Cook County, Illinois at a Public Meeting Held:.

This _____ day of _____, 20___.

By: _____
Chairperson
Planning and Zoning Commission

SCHOOL DISTRICT NOTARY CERTIFICATE

State of Illinois } SS
County of Cook }

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William Brennan, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Owner, appeared before me this day in person and acknowledged that he signed the subdivision plat as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:

This ____ day of _____, 20___.

By: _____
Notary Public

UTILITY AND DRAINAGE EASEMENT PROVISIONS

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "PU & DE" on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults, fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinance of the Village of Lemont and to Village approval as to design and location.

Perpetual easements are hereby reserved for and granted to the Village of Lemont and other governmental authorities having jurisdiction of the land, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.

REVISED: FEBRUARY 18, 2026 (VILLAGE COMMENTS, 2/17/26)
REVISED: OCTOBER 24, 2025
CLIENT: WHITE
JOB NO.: 91177-25

ABBREVIATIONS:
A = ARC LENGTH
R = RADIUS
CH = CHORD LENGTH
(r) = RECORD VALUE
(m) = MEASURED VALUE
B.S.L. = BUILDING SETBACK LINE
P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
N'LY = NORTHERLY
S'LY = SOUTHERLY
E'LY = EASTERLY
W'LY = WESTERLY
TYP = TYPICAL

LEGEND:
ASPHALT
BRICK
WALL
CONCRETE
WOOD/PVC
ENCLOSED/COVERED
SET IRON PIPE
1/2"x18" IRON PIPE
1/2"x18" REBAR/ROD
PK NAILS AS NOTCH
CROSS
NOTCH
CHAIN LINK FENCE
WOOD FENCE
ALL OTHER FENCE TYPES

1. COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE. 2. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION. 3. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES. 4. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. MEASURED LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.5 FEET OR MORE. 5. AREAS BASED ON MEASURED DISTANCES AT TIME OF SURVEY. 6. CURVED LINES DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT UNLESS OTHERWISE NOTED.

Exhibit B

FINDINGS. Based upon the evidence and testimony presented during the public hearing, the Lemont Village Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site as Mixed Use (MU).

2. Personal fleet repair and maintenance in an existing auto repair building is consistent with the mixed-use context when appropriately conditioned to mitigate external impacts.

3. The special use sufficiently meets the applicable standards for a special use found in 17.04.140 with the conditions incorporated into this ordinance.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: An Ordinance Authorizing the Execution of an Annexation Agreement for the Property Commonly Known as 13100 Main Street
DATE: February 23, 2026

SUMMARY/BACKGROUND
The attached ordinance authorizes the execution of an annexation agreement for property commonly known as 13100 Main Street, Lemont, Illinois, owned by Jose Velez. The subject property is currently located in unincorporated Cook County and is contiguous to the Village of Lemont. The annexation agreement sets forth the terms and conditions under which the property will be annexed to the Village.

Upon annexation, the property will be zoned M-2 General Manufacturing District. The agreement does not approve a specific development proposal at this time. Any future development of the property shall comply with all applicable Village ordinances, including the Unified Development Ordinance (UDO), building codes, and permitting procedures in effect at the time of development.

The annexation agreement also contemplates inclusion of the subject property, along with adjacent property owned by the petitioner, within the Main & Maley Tax Increment Financing (TIF) District, subject to adoption of the required ordinances following annexation. The agreement will be recorded with the appropriate county recorder and will remain in effect for a term of twenty (20) years.

ANALYSIS
The annexation agreement follows the Village's standard annexation framework and establishes clear expectations regarding zoning, utility services, and future permitting. There are no immediate development approvals, variations, or deviations from Village policy associated with this action.

The Village can provide municipal services to the property in accordance with Village standards. Any future utility connections or site improvements will be subject to applicable engineering and permitting requirements.

CONSISTENCY WITH VILLAGE POLICY
The proposed annexation supports the Village's long-range planning objectives by promoting orderly growth, expanding the Village's industrial land base, and ensuring that future development occurs in accordance with Village regulations and standards.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Staff recommends approval of the ordinance authorizing the execution of the annexation agreement for 13100 Main Street.

BOARD ACTION REQUESTED
Motion to approve an ordinance authorizing the execution of an annexation agreement for the property commonly known as 13100 Main Street.

ATTACHMENTS
An Ordinance Authorizing the Execution of an Annexation Agreement for the Property Commonly Known as 13100 Main Street

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-_____-26

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS 13100 MAIN STREET, LEMONT, ILLINOIS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on _____-_____-2026

ORDINANCE NO. O-_____-26

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS 13100 MAIN STREET, LEMONT, ILLINOIS

WHEREAS, the Village of Lemont (the "Village") is an Illinois municipal corporation located in Cook, DuPage, and Will Counties, Illinois; and

WHEREAS, Jose Velez (the "Owner") is the owner of certain real property commonly known as 13100 Main Street, Lemont, Illinois, and legally described in Exhibit A attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Subject Property is contiguous to the corporate limits of the Village and is eligible for annexation pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.; and

WHEREAS, the Owner has filed a petition requesting annexation of the Subject Property into the corporate limits of the Village; and

WHEREAS, the Village and the Owner desire to enter into an annexation agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq., setting forth the terms and conditions under which the Subject Property may be annexed, zoned, developed, and served by municipal utilities and services; and

WHEREAS, a proposed Annexation Agreement between the Village and the Owner has been prepared and presented to the Village Board; and

WHEREAS, the Village Board has determined that the execution of the Annexation Agreement is in the best interests of the Village and is consistent with the Village's long-range planning goals and policies.

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

Section 1: The foregoing recitals are hereby incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2: The Village President and Village Clerk are hereby authorized and directed to execute, on behalf of the Village, the Annexation Agreement between the Village of Lemont and Jose Velez for the Subject Property commonly known as 13100 Main Street, Lemont, Illinois, substantially in the form attached hereto as **Exhibit B**, subject to such non-substantive and minor modifications as may be approved by the Village Attorney.

Section 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this ordinance.

Section 4: All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5: Upon execution, the Annexation Agreement shall be recorded with the appropriate county recorder at the expense of the Village, in accordance with applicable law.

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 _____ 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Village President

Attest:

_____
Charlene M. Smollen, Village Clerk

EXHIBIT A – LEGAL DESCRIPTION

THE WEST HALF OF THE WEST HALF (EXCEPT THE NORTH 300 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF MAIN STREET (SAG-LEMONT ROAD), IN COOK COUNTY, ILLINOIS.

PIN: 22-14-400-040-0000
Address: 13100 Main Street, Lemont, IL 60439

PIN: 22-14-400-029-0000
Address: 12294 Archer Avenue, Lemont, IL 60439

EXHIBIT B – ANNEXATION AGREEMENT

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (hereinafter "***Agreement***") is made and entered into this _____ day of February 2026 ("***Effective Date***"), by and between the Village of Lemont, an Illinois municipal corporation located in Cook, DuPage, and Will Counties, Illinois (the "***Village***") and Jose Velez, an individual resident of Illinois ("***Owner***").

WITNESSETH

WHEREAS, the Owner is the owner of certain property located at 13100 Main Street, Lemont, Illinois 60439, PIN No.: 22-14-400-040, and 12294 Archer Avenue, Lemont, Illinois 60439, PIN No.: 22-14-400-029, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "***Subject Property***"), which such property is subject to this Agreement; and

WHEREAS, the Subject Property constitutes an area that is contiguous to the Village and may be annexed to the Village as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, *et seq.*; and

WHEREAS, a petition to annex the Subject Property has been filed to the Village by Owner in accordance with Illinois Municipal Code, 65 ILCS 5/7-1-8; and

WHEREAS, the parties hereto wish to enter into this Agreement with respect to the annexation of the Subject Property by the Village, and the zoning, development, and other related matters concerning the Subject Property, all pursuant to the provisions of Division 15.1 of Article Eleven of Chapter 65 of the Illinois Compiled Statutes (65 ILCS 5/11-15.1 *et seq.*), upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings as required by law have been held by the appropriate departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations, or both, required of them; and

WHEREAS, the annexation of the Subject Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Village, and will otherwise promote the proper growth and general welfare of the Village; and

WHEREAS, the Village President and Village Clerk have been authorized to execute this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Legal Conformance with Law. This Agreement is made pursuant to, and in accordance with, the provisions of the Lemont Municipal Code and applicable provisions of the Illinois Compiled Statutes and the Illinois Constitution.

2. Petition to Annex. The Owner has filed with the Village Clerk of the Village a duly executed petition, pursuant to and in accordance with the provisions of Section 5/7-1-8 of Chapter 65, Illinois Compiled Statutes, to annex the Subject Property into the Village.

3. Annexation. Within 30 days after the Effective Date of this Agreement, the Village hereby agrees to annex the Subject Property upon the terms and conditions of this Agreement, and the parties respectively agree to do all things necessary and appropriate to cause the Subject Property to be duly and validly annexed to the Village.

4. Rezoning. Concurrently with the annexation of the Subject Property to the Village, the Village hereby agrees to adopt the necessary ordinances to zone the Subject Property into the M-2 General Manufacturing District in conformance with the Village of Lemont Unified Development Ordinance ("***UDO***").

5. Development/Construction Standards. Any future development of or construction on the Subject Property shall be in full compliance with the Village of Lemont's UDO, Subdivision Regulations, Building Code and other ordinances, codes, rules and regulations of the Village pertaining to the development of the Subject Property, except as may be specifically amended pursuant to the terms of this Agreement.

6. [*Intentionally Omitted*].

7. Variations in Local Codes. Unless stated in the annexation or rezoning ordinances pertaining to the Subject Property, there shall be no specific variations from the Village's ordinances, rules and codes which have been requested or which are permitted with respect to the development/construction of the Subject Property. The Owner may subsequently apply for specific variations from the Village's ordinances, rules and codes without amending this Agreement, provided, however, such applications shall satisfy all standards related to variations.

8. Utilities/Services and Public Improvements. The Village agrees to provide water service and sanitary and stormwater sewer service connections to the Subject Property upon receipt of a written request from the Owner therefor. The Owner understands that any connection to these Village utilities, public services and improvements shall be done in accordance with applicable Village engineering standards and the Municipal Code. All costs related to providing the said connections shall be the responsibility of the Village.

9. Easements and Utilities. The Owner agrees to grant to the Village all necessary easements for the extension, maintenance, replacement and repair of sanitary sewer, stormwater sewer, water, street, or other utilities, or for other improvements, subject to the provisions of the UDO, which may serve not only the Subject Property, but other property in the general area, if requested by the Village. All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility

of the Owner to obtain all easements, both onsite and offsite, necessary to serve the Subject Property. All electricity, telephone, cable television and gas lines shall be installed underground at the Owner's expense, the location of which underground utilities shall be at the Owner's option, upon approval of the respective utility companies.

10. TIF District. The Village will include the Subject Property, and 13131 Main Street, Lemont, Illinois 60439, PIN, 22-14-400-028-0000 (currently annexed in the Village, and owned by Owner) in the Main & Maley Redevelopment Project Area (the "TIF District"), and the Owner has received the copies of the "Village of Lemont, Illinois Main & Maley Tax Increment Financing Redevelopment Plan and Project" draft dated November 25, 2025 and proposed timeline for the Village to approve the ordinance establishing the TIF District. Promptly, subsequent to the annexation of the Subject Property, the Village will pass ordinances pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"), which will include the Subject Property within the TIF District, to which the Owner hereby consents, subject to the terms of this Agreement.

11. Fees and Taxes. The Village agrees to waive any annexation permit or annexation fees imposed by the Village for the annexation of the Subject Property provided in this Agreement. The Village agrees not to impose any special service area, special assessment or other tax-increment financing district (other than the TIF District) on the Subject Property unless in its sole and absolute discretion, the Owner has granted its written consent to imposition of a special service area, special assessment or other tax-increment financing district. Any other fees charged that are to be Village related to the Subject Property, including but not limited to, building permit, license, inspection, tap on, recapture or connection fees (collectively, "Fees"), shall be at the lower of (i) the present rates of such Fees as in effect as of the Effective Date, or (ii) the then current rate of such Fees charged by the Village existing on the applicable date such Fees are applicable to the Subject Property.

12. Conflict in Regulations.

A. The provisions of this Agreement shall supersede the provisions of any ordinances, codes or regulations of the Village, which may be in conflict with the provisions of this Agreement.

B. If during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations of general applicability throughout the community to a land developer or subdivider affecting the installation of land improvements (streets, underground utilities, sidewalks, curbs and gutters) upon the Subject Property are amended or modified in any manner to impose additional requirements on the installation of land improvements within the Village that are more stringent or restrictive than those in effect as of the Effective Date of this Agreement or as provided by this Agreement, the burden of such additional requirements shall not apply to the Subject Property.

C. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances or other regulatory ordinances regarding the public health, safety and welfare are amended or modified in any manner to impose less stringent or restrictive requirements on the development of, or construction upon, properties within the Village

than those in effect as of the Effective Date of this Agreement or as provided by this Agreement, then the benefit of such less stringent or restrictive requirements shall inure to the benefit of the Owner, and anything to the contrary contained herein notwithstanding, the Owner may elect to proceed with respect to the development of, or construction upon, the Subject Property upon the less stringent or restrictive amendment or modification applicable generally to all properties within the Village.

13. Amendment of Annexation Agreement. This Agreement and any exhibits attached hereto may be amended pursuant to the provisions of the Lemont Village Code, UDO, and Illinois Municipal Code.

14. Invalidity. If any provision of this Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Agreement and the application of such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

15. Term of Agreement. This Agreement shall be binding for a full term of twenty (20) years from the date of this Agreement. Absent good cause from either party, this Agreement shall renew for successive twenty-year periods. The zoning classification for the Subject Property established by this Agreement shall survive the expiration or termination of this Agreement unless changed in accordance with applicable law.

16. Recording. This Agreement shall be recorded by the Village Clerk in the Cook County Clerk's Recording Division at the expense of the Village.

17. Approval. This Agreement shall not be effective until the Owner of the Subject Property affixes a signature to a true and correct copy of this Agreement, acknowledging that it has reviewed and accepts the provisions of this Agreement. Failure of the Owner to execute this Agreement shall void the annexation of the Subject Property.

18. Defend and Hold Harmless. The Village agrees to defend and hold the Owner harmless from any and all actions, causes of action, claims, litigation in law or chancery, attorney's fees, costs required to defend against efforts by anyone to set aside this annexation or the terms of this Agreement.

19. **No Liability of Village Officials.** No agreement or undertaking of the Village contained in this Agreement shall be deemed to be a personal covenant, agreement or undertaking of any officer, employee or agent of the Village and no officer, employee or agent of the Village shall be personally liable under this Agreement or be subject to any personal liability in connection with or arising out of the execution, delivery and performance or nonperformance of this Agreement.

20. Breach.

A. The Village agrees that it will have a continuing obligation to provide sewer service, water, other Village utilities, and police protection to the Subject Property even if the Owner fails to comply with all the terms, conditions and covenants contained in this Agreement. In the instance of a breach of this Agreement by the Owner, the Village's sole remedy will be to seek specific performance of this Agreement in a court of competent jurisdiction.

B. In the event of a breach of this Agreement by the Village, in addition to every other legal and equitable remedy available to the Owner, the Owner will have the absolute right to disconnect the Subject Property from the corporate boundaries of the Village.

21. Notices. Notices or other writings which any party is required to, or may wish to serve upon any other party in connection with this Agreement, shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepared, to the other parties of this Agreement.

22. Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors in title of the Owner, and each of them, their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities. It is understood that this Agreement shall run with the land and, as such, shall be assignable to and binding upon subsequent grantees, lessees, and successors in interest of the Owner, and each of them, and, as such, this Agreement and all exhibits hereto shall be recorded with the Cook County Clerk's Recording Division.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals as of the Effective Date.

VILLAGE OF LEMONT

_____
Mayor, Village of Lemont

Attest:

_____
Village Clerk

OWNER:

_____
Jose A. Velez

Date: _____

STATE OF ILLINOIS, County of _____ SS

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he signed and delivered the said instrument at his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____ 2026.

Notary Public

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Egofske is personally known to me to be the President of the Village of Lemont and Charlene M. Smollen, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of February 2026

Commission expires _____

_____
Notary Public

EXHIBIT A

Legal Description of Subject Property

THE WEST HALF OF THE WEST HALF (EXCEPT THE NORTH 300 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF MAIN STREET (SAG-LEMONT ROAD), IN COOK COUNTY, ILLINOIS.

CONTAINING 1,253,652 SQUARE FEET OR 28.799 ACRES MORE OR LESS.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Charlene Smollen, do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Lemont, Cook, DuPage and Will County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Lemont, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. O-_____- 26 "AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR THE PROPERTY COMMONLY KNOWN AS 13100 MAIN STREET, LEMONT, ILLINOIS" adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on _____.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lemont, Cook, DuPage and Will County, Illinois, this _____ day of _____ 2026.

_____
Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator
SUBJECT:	An Ordinance Annexing Property Located at 13100 Main Street, Lemont, Illinois
DATE:	February 23, 2026

SUMMARY/BACKGROUND

The attached ordinance finalizes the annexation of property located at 13100 Main Street, Lemont, Illinois, into the corporate limits of the Village of Lemont. This action follows approval of the annexation agreement ordinance and satisfies all statutory requirements for municipal annexation under Illinois law.

The subject property was previously located in unincorporated Cook County and is legally described in Exhibit A of the ordinance and depicted on the Plat of Annexation (Exhibit B). Upon annexation, the property will become subject to all applicable Village ordinances, codes, and regulations.

ANALYSIS

The annexation represents a logical extension of the Village's corporate boundaries and implements the terms of the approved annexation agreement. No development approvals are granted under this ordinance. Any future development will be reviewed in accordance with Village standards and procedures.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Staff recommends approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

An Ordinance Annexing Property Located at 13100 Main Street, Lemont, Illinois

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-_____-26

AN ORDINANCE ANNEXING PROPERTY LOCATED AT 13100 MAIN STREET, LEMONT, ILLINOIS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on _____-_____-2026

ORDINANCE NO. O-_____-26

AN ORDINANCE ANNEXING PROPERTY LOCATED AT 13100 MAIN STREET, LEMONT, ILLINOIS

WHEREAS, the Village of Lemont (the "Village") is an Illinois municipal corporation located in Cook, DuPage, and Will Counties, Illinois; and

WHEREAS, Jose Velez (the "Owner") is the owner of certain real property commonly known as 13100 Main Street, Lemont, Illinois, and legally described in Exhibit A attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Subject Property is contiguous to the corporate limits of the Village and is eligible for annexation pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-1 et seq.; and

WHEREAS, the Owner has filed a petition requesting annexation of the Subject Property into the corporate limits of the Village; and

WHEREAS, the Village has adopted an ordinance authorizing the execution of an annexation agreement for the Subject Property pursuant to Division 15.1 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq.; and

WHEREAS, the Village Board has determined that the annexation of the Subject Property will serve the best interests of the Village and promote the orderly growth and development of the community.

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

Section 1: The foregoing recitals are hereby incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2: The Subject Property, as legally described in Exhibit A attached hereto and depicted on the Plat of Annexation attached as Exhibit B, is hereby annexed to and made a part of the corporate limits of the Village of Lemont.

Section 3: The Village Clerk is hereby directed to record this Ordinance, together with the Plat of Annexation, with the appropriate county recorder, in accordance with applicable law

Section 3: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this ordinance.

Section 4: All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5: 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 _____ 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A – LEGAL DESCRIPTION

THE WEST HALF OF THE WEST HALF (EXCEPT THE NORTH 300 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF MAIN STREET (SAG-LEMONT ROAD), IN COOK COUNTY, ILLINOIS.

PIN: 22-14-400-040-0000
Address: 13100 Main Street, Lemont, IL 60439

PIN: 22-14-400-029-0000
Address: 12294 Archer Avenue, Lemont, IL 60439

EXHIBIT B – PLAT OF ANNEXATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Charlene Smollen, do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Lemont, Cook, DuPage and Will County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Lemont, Cook County, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. O-_____- 26 "AN ORDINANCE ANNEXING PROPERTY LOCATED AT 13100 MAIN STREET, LEMONT, ILLINOIS" adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on _____.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Lemont, Cook, DuPage and Will County, Illinois, this _____ day of _____ 2026.

_____
Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: An Ordinance Rezoning 28.799 Acres of Property Located at 13100 Main Street in Lemont, IL
DATE: February 23, 2026

SUMMARY/BACKGROUND

Jose Velez, the property owner, is requesting rezoning of approximately 28.799 acres of property located at 13100 Main Street, Lemont, Illinois, following annexation into the Village of Lemont. The requested zoning is M-2 General Manufacturing District, consistent with the terms of the annexation agreement approved by the Village Board.

No specific development plans are being requested or approved as part of the rezoning. Any future development of the property will be subject to full compliance with the Village of Lemont Unified Development Ordinance, building codes, and standard permitting and review procedures.

ANALYSIS

Comprehensive Plan

The proposed M-2 zoning is consistent with the Village's long-range planning objectives and reflects the existing and planned industrial character of the surrounding area.

Planning & Zoning Commission (PZC)

A public hearing was held before the Planning & Zoning Commission at its regular meeting on November 5, 2025, to consider the proposed rezoning. Following the public hearing, the Commission voted to recommend approval of the rezoning request.

Committee of the Whole (COW)

The proposed rezoning was reviewed and discussed by the Committee of the Whole prior to Village Board consideration.

Consistency with Village Policy

Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION

Approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

An Ordinance Rezoning 28.799 Acres of Property Located at 13100 Main Street in Lemont, IL

VILLAGE OF LEMONT

ORDINANCE
NUMBER O-____-26

AN ORDINANCE REZONING 28.799 ACRES OF PROPERTY LOCATED AT 13100 MAIN STREET, LEMONT, ILLINOIS

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on _____-_____-2026

ORDINANCE NO. O-_____-26

AN ORDINANCE REZONING 28.799 ACRES OF PROPERTY LOCATED AT 13100 MAIN STREET, LEMONT, ILLINOIS

WHEREAS, the Village of Lemont (the "Village") is an Illinois municipal corporation located in Cook, DuPage, and Will Counties, Illinois; and

WHEREAS, Jose Velez (the "Owner") is the owner of certain real property commonly known as 13100 Main Street, Lemont, Illinois, consisting of approximately 28.799 acres, and legally described in Exhibit A attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, the Subject Property has been annexed into the corporate limits of the Village of Lemont pursuant to an ordinance duly adopted by the President and Board of Trustees; and

WHEREAS, the Owner has requested that the Subject Property be zoned M-2 General Manufacturing District pursuant to the Village of Lemont Unified Development Ordinance; and

WHEREAS, a public hearing concerning the proposed rezoning was held before the Planning & Zoning Commission at its regular meeting on November 5, 2025, after due notice as required by law; and

WHEREAS, following the public hearing, the Planning & Zoning Commission voted to recommend approval of the proposed rezoning; and

WHEREAS, the proposed rezoning is consistent with the Village's long-range planning goals and policies and will promote the orderly growth and development of the Village.

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

Section 1: The foregoing recitals are hereby incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2: The Subject Property, legally described in Exhibit A attached hereto and made a part hereof, is hereby rezoned to the M-2 General Manufacturing District pursuant to the Village of Lemont Unified Development Ordinance.

Section 4: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, such invalidity shall not affect the validity of the remaining provisions of this Ordinance.

Section 5: All ordinances, resolutions, motions, or orders in conflict with this Ordinance 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 _____ 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

John Egofske, Village President

Attest:

Charlene M. Smollen, Village Clerk

EXHIBIT A – LEGAL DESCRIPTION

THE WEST HALF OF THE WEST HALF (EXCEPT THE NORTH 300 FEET THEREOF) OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF MAIN STREET (SAG-LEMONT ROAD), IN COOK COUNTY, ILLINOIS.

PIN: 22-14-400-040-0000
Address: 13100 Main Street, Lemont, IL 60439

PIN: 22-14-400-029-0000
Address: 12294 Archer Avenue, Lemont, IL 60439

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Jason Berry, Community Development
THROUGH: George Schafer, Village Administrator
SUBJECT: An Ordinance of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, Adopting the Village of Lemont, Illinois Main & Maley Redevelopment Plan
DATE: February 23, 2026

SUMMARY/BACKGROUND
The Village of Lemont is proposing the creation of a new Tax Increment Financing (TIF) District to assist the Village in encouraging reinvestment and infrastructure improvements within an aging industrial area located generally at the northeast corner of Main Street and Maley Road.

The proposed redevelopment project area consists primarily of industrial and vacant properties that have experienced long-term underinvestment, infrastructure deficiencies, and recurring stormwater concerns.

ANALYSIS
The Village engaged Ryan, LLC to prepare an eligibility report and redevelopment plan for the proposed Main & Maley TIF District. The analysis determined that the improved portions of the district qualify as a Conservation Area under the Tax Increment Allocation Redevelopment Act and that vacant portions qualify as a Blighted Vacant Area, including the presence of chronic flooding.

The redevelopment plan establishes a framework for public infrastructure improvements, site preparation, and coordinated redevelopment efforts that would not reasonably be anticipated to occur without the use of TIF.

The proposed Main & Maley TIF is consistent with the Village's 2022–2025 Strategic Plan, which emphasizes financial stability, infrastructure investment, and maintaining a strong business environment. The redevelopment plan is also consistent with the Lemont 2030 Comprehensive Plan, which supports reinvestment in employment centers and improvements to aging infrastructure.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approval of the attached ordinance.

BOARD ACTION REQUESTED
Motion to approve ordinance.

ATTACHMENTS

An Ordinance Approving the Main & Maley Tax Increment Financing Redevelopment Plan and Project of the Village of Lemont, Cook, Will and DuPage Counties, Illinois

Village of Lemont, Illinois Main & Maley Tax Increment Financing Redevelopment Plan and Project

VILLAGE OF LEMONT

COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER ____

AN ORDINANCE APPROVING THE MAIN & MALEY TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS

JOHN EGOFSKE
Village President

CHARLENE M. SMOLLEN
Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

ORDINANCE NO. ____

AN ORDINANCE APPROVING THE MAIN & MALEY TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (the "Act") allows municipalities to find and declare that blighted areas exist within their corporate limits; and

WHEREAS, the existence of blighted areas requires an excessive and disproportionate expenditure of public funds, results in inadequate public and private investment, causes property to be unmarketable, results in the exodus of families and businesses for lack of employment, threatens the sound growth and tax base of all taxing districts in the area, and threatens the health, safety, morals and welfare of the public; and

WHEREAS, in order to promote and protect the public health, safety, morals and welfare it is necessary that blighted areas be redeveloped and that adverse conditions discouraging private investment in such areas be removed and alleviated; and

WHEREAS, all taxing districts will benefit by the improvement of blighted areas by an increase in the assessed valuation thereof, by new employment opportunities, and by construction of housing for the elderly; and

WHEREAS, the Main & Maley Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") dated November, 2025 has been prepared by Ryan, LLC with the Village, which also contains the Main & Maley Redevelopment Project Area TIF Qualification Report (the "Eligibility Study"); and

WHEREAS, a Joint Review Board consisting of one representative from the Village of Lemont, Lemont Township, Lemont Fire Protection District, Joliet Junior College District No. 525, Lemont-Bromberek Combined School District No. 113A, Lemont Hight School District No. 210, Lemont Park District, Lemont Public Library District, Cook County, and one public member selected by them, convened on January 7, 2026 for the purpose of making an advisory, non-binding recommendation to the Village of Lemont (the "Village"); and

WHEREAS, said Joint Review Board did issue a Recommendation finding that the Redevelopment Plan and Redevelopment Project Area meet the eligibility criteria established in Section 11-74.4-3 of the TIF Act and the objectives of the TIF Act, and recommended the passage of this ordinance; and

WHEREAS, a public hearing conducted by the Mayor was held on February 9, 2026, in the Board Room of Village Hall concerning the Redevelopment Plan for the proposed Main & Maley Redevelopment Project Area (the "Redevelopment Project Area"); and

WHEREAS, notice of said public hearing was given by publication two times in the *Daily Southtown* on January 26, 2026 and on January 29, 2026, the first publication being not more than 30 nor less than 10 days prior to the public hearing; and

WHEREAS, notice of said public hearing was given on December 10, 2025, not less than 10 days prior to the date set for the public hearing, by depositing such notice in the United States mails by certified mail, addressed to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the project redevelopment area; and

WHEREAS, notice of said public hearing and a copy of the proposed Redevelopment Plan was given on December 10, 2025, not less than 45 days prior to the date set for public hearing, by depositing such notice in the United States mails by certified mail, addressed to all taxing districts of which taxable property is included in the Redevelopment Project Area; and to the Department of Commerce and Community Affairs of the State of Illinois; and

WHEREAS, there are no residential addresses located outside the proposed Redevelopment Project Area and within 750 feet of the boundaries of the proposed Redevelopment Project Area; and

WHEREAS, there are no organizations or residents that have registered with the municipality in accordance with the registration guidelines established pursuant to 65 ILCS 5/11-74.4-4.2; and

WHEREAS, the giving and form of notices complied with the requirements of the Act; and

WHEREAS, at the public hearing all interested persons were given an opportunity to be heard in respect to any issues embodied in the notice and all affected taxing districts were given an opportunity to be heard in respect to any issues embodied in the notice; and

WHEREAS, the Mayor and Board of Trustees (the "Board") have reviewed the conditions pertaining to lack of private investment in the Redevelopment Project Area to determine whether private development would take place as a whole without the adoption of the Redevelopment Plan; and

WHEREAS, the Board has reviewed the conformance of the Redevelopment Plan to the comprehensive plan for the development of the Village as a whole; and

WHEREAS, the Board has reviewed the estimated dates for completion of the Redevelopment Plan and retirement of obligations incurred to finance redevelopment project costs; and

WHEREAS, all protests and objections were heard at the public hearing.

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

Section 1

That the above preambles are hereby declared to be true and are adopted as findings of the Board.

Section 2

That the Redevelopment Plan, a copy of which is herein incorporated by reference, is hereby adopted and approved.

Section 3

The Board further finds and determines that the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and cannot be reasonably anticipated to develop without the adoption of the Redevelopment Plan and implementation of the redevelopment projects therein. The estimated date for final completion of the redevelopment projects is within 23 years of the passage of this ordinance. The estimated date for retirement of obligations to finance redevelopment project costs is not later than 20 years after the issuance thereof.

Section 4

A certified copy of this ordinance shall be filed with the County Clerk of Cook County.

Section 5

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 6

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Section 7

This ordinance shall be immediately in full force and effect after passage and approval.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF FEBRUARY, 2026.

MAYOR AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Mayor

ATTEST:

_____
Charlene M. Smollen, Village Clerk

Draft Dated 11.25.2025

VILLAGE OF LEMONT, ILLINOIS
MAIN & MALEY
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT

Jointly Prepared By:

Village of Lemont, Illinois

And

Ryan, LLC

November, 2025

VILLAGE OF LEMONT, ILLINOIS
MAIN & MALEY
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT
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I. INTRODUCTION

The Village of Lemont, Illinois (the "Village") is a community located in Cook, DuPage and Will Counties, approximately 24 miles to the southwest of Chicago, Illinois. The Village is generally bounded by Woodridge and Darien to the North, Burr Ridge and Willow Springs to the Northeast, Hickory Hills, Palos Hills and Palos Park to the East, Orland Park to the Southeast, Homer Glen and Lockport to the South, Romeoville to the Southwest and Bolingbrook to the Northwest.

The Village was settled in the early 19th Century during the I&M Canal's construction and its central core (or "Downtown District") is one of the oldest in Northeastern Illinois. Following the completion of the canal the community developed and thrived as a center for the quarrying industry following the discovery of limestone deposits. Lemont's "Athens Marble" would come to face several notable regional buildings including Chicago's famed Water Tower.

The Village has an array of community assets that enhance its competitiveness. In particular, it has excellent transportation infrastructure, with connections to the Des Plaines River, the Illinois & Michigan (I&M) Canal and the Chicago Sanitary and Ship Canal. Interstate 355 (I-355) passes through the western portion of the Village and Interstate 55 (I-55) is located just to the north of the Village. The Village is located just eleven (11) miles from Chicago Midway International Airport, and eighteen (18) miles from Chicago O'Hare International Airport.

The Village proposes the designation of the Main & Maley Area (the "RPA" or the "TIF District") through the adoption of this Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan" or "Plan") to promote the revitalization of strategic properties located within the Study Area. The successful revitalization of the proposed RPA would significantly assist the Village in achieving its policy goal of promoting economic development in general and the continued development of the area around the Chicago Sanitary and Ship Canal in particular.

Ryan LLC ("Ryan") has been retained by the Village of Lemont to conduct an analysis of the potential qualification and designation of the area as a new Tax Increment Financing ("TIF") District, and to assist the Village in drafting this TIF Redevelopment Plan.

The Village has two fundamental goals in pursuing the potential TIF District. The first is to promote redevelopment of an area that has been targeted for activity, and in doing so, promote new industrial uses throughout the Study Area to support the Village's industrial complex. The second goal is to further the Village's overall economic development program and thereby diversify its tax and employment bases.

TIF Plan Requirements. The Village is preparing this Plan as required by the Tax Increment Allocation Redevelopment Act, (the "Act") 65 ILCS 5/11-74.4-3, et.

seq., as amended. To establish a TIF district (also known as a Redevelopment Project Area ("RPA")), Illinois municipalities must adopt several documents, including a TIF Redevelopment Plan and Eligibility Report.

The Act enables Illinois municipalities to establish TIF districts, either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest in order to: "promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas" (65 ILCS 5/11-74.4-2(b)).

By definition, a TIF "Redevelopment Plan" means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualify the redevelopment project area as a "blighted area," "conservation area" (or combination thereof), or "industrial park conservation area," and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act.

The Proposed TIF District. The proposed RPA is located in the northwest corner of the Village and consists of primarily industrial uses. The RPA is a contiguous area of approximately one hundred and thirty (130.5) acres and generally bounded by the Metra Heritage Corridor rail tracks on the north, Main Street on the south, Parker Road as extended, and the Village boundary on the west, and certain parcels abutting the ComEd right of way on the east. The RPA is partially bifurcated by Maley Road. Adjacent rights of way are also included.

The Village's general economic development objectives are to enhance industrial opportunities within the proposed RPA. To achieve this overarching objective, the Village has proposed the following guidelines in its Lemont 2030 Comprehensive Plan (the "Comprehensive Plan," 2014) as discussed within Section III below.

Section IV of this report describes a number of redevelopment impediments facing the Village. These impediments are split between the "blighted vacant area" and the "conservation area." "Blighted vacant area" impediments include chronic flooding, lag in equalized assessed valuation, and adjacent deterioration. "Conservation area" impediments include deterioration, lag in equalized assessed valuation, inadequate utilities, deleterious land use or layout, and a lack of adequate planning. All of these factors reduce the competitiveness of the area.

On balance, the TIF area has the potential for redevelopment of certain underutilized properties. As such, the Village has identified a number of objectives for redevelopment, with tax increment financing acting as a tool to achieve them.

Please refer to Section III of this report for additional information about the goals, objectives and activities to support redevelopment.

The RPA would be suitable for new development if there is coordination of uses and redevelopment activity by the Village. Through this TIF Redevelopment Plan and as part of its comprehensive economic development planning, the Village intends to attract and encourage industrial uses for the underutilized sites located within the RPA. Through the establishment of the RPA, the Village would implement a program to redevelop key areas within the new TIF District and in so doing, it would revitalize the area and extend benefits to the entire community.

Rationale for Redevelopment Plan. The Village recognizes the need for a strategy to revitalize properties and promote development within the boundaries of the RPA. The needed private investment would only be possible if a new TIF district is adopted pursuant to the terms of the Act. Incremental property tax revenue generated by the revitalized projects will play a decisive role in encouraging private development in an area of the Village that is lacking such major development opportunities. Adverse site conditions and economic barriers that have discouraged intensive private investment in the past will continue to be eliminated. Ultimately, the implementation of the Plan will benefit both the Village and other affected taxing districts, by virtue of the expected stabilization and expansion of the tax base.

The Village has determined that the area as a whole would not be developed in a coordinated manner unless the adoption of the TIF Redevelopment Plan occurs. The Village, with the assistance of Ryan, has therefore prepared this Plan to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Plan makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment and land assembly, the RPA will become a more viable area that will attract private investment. The public investment and land assembly will lay the foundation for the redevelopment of the area with private capital. This in turn will set the stage for future development opportunities in the surrounding area.

The designation of the area as an RPA will allow the Village to pursue the following beneficial strategies:

- Providing infrastructure that supports subsequent redevelopment plans for the RPA;

- Improvements to targeted sites in preparation for redevelopment ("site prep");

- Remediation of adverse environmental conditions for both site and building elements located with the RPA;

- Entering into redevelopment agreements in order to redevelop property and/or to induce new development to locate within the RPA;

- Establishing a pattern of land-use activities that will increase efficiency and economic inter-relationships, especially as such uses complement adjacent current and/or future commercial and industrial opportunities and Village redevelopment projects within the RPA and/or surrounding area; and

- Enhancing area appearance through improvements to landscape, streetscape and signage.

Through this Plan, the Village will direct the coordination and assembly of the assets and investments of the private sector and establish a unified, cooperative public-private redevelopment effort. Several benefits are expected to accrue to the area: new and renovated businesses; new employment opportunities; and physical and aesthetic improvements. Ultimately, the implementation of the Plan will benefit (a) the Village, (b) the taxing districts serving the RPA, (c) residents and property owners within and/or adjacent to the RPA, and (d) existing and new businesses within the RPA.

Village Findings. The Village, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;

- That in order to promote and protect the health, safety, and welfare of the public, certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken;

- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts by the development or redevelopment of certain areas;

- That public/private partnerships are determined to be necessary in order to achieve development goals;

- That without the development focus and extended resources provided for under the Act and as set forth in this Plan, growth and redevelopment would not reasonably be expected to be achieved;

- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the

benefits of an increased assessment base without addressing the coordination of redevelopment; and

- That the TIF Redevelopment Plan conforms to the Lemont 2030 Comprehensive Plan (2014), as detailed in Section III of this report.

It is further found, and certified by the Village, in connection to the statutory process required for the adoption of this Plan, that (a) the RPA does not contain over seventy-five (75) inhabited residential units and (b) projected redevelopment of the RPA ***will not result*** in the displacement of ten (10) inhabited residential units or more. Therefore, *this Plan does not include a Housing Impact Study*.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres. A boundary map of the RPA is included in Appendix 2 of this Plan.

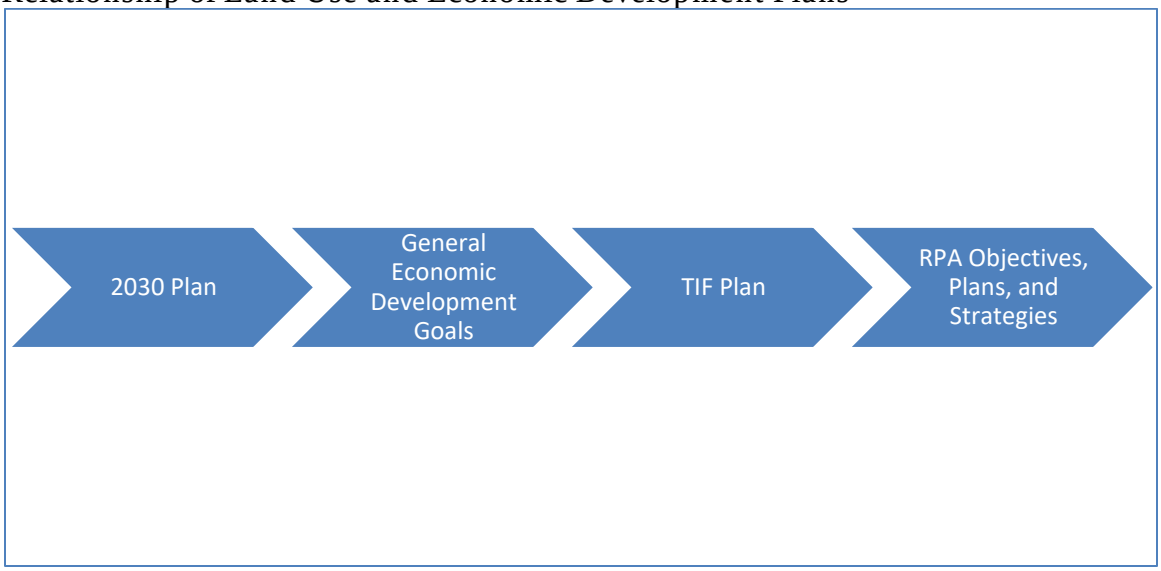
II. RPA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Appendix 1.

III. RPA GOALS AND OBJECTIVES

The Village has established a number of economic development goals, objectives, and strategies which would determine the types of activities to be undertaken within the proposed Main & Maley TIF District. These efforts would conform to and promote the achievement of land use objectives in the Village's 2030 *Comprehensive Plan* (2014).

Exhibit 1
Relationship of Land Use and Economic Development Plans



As indicated in the exhibit above, the Village's primary planning document is the *Comprehensive Plan* (also referred to as the *2030 Plan*) which describes the overall vision for the Village and is the foundation for Village initiatives such as the proposed Main & Maley TIF District. This overarching planning document determines future land uses and influences all other Village planning efforts such as the TIF planning process.

General Economic Development Goals of the Village. Establishment of the proposed Main & Maley TIF supports the following Village-wide objectives.

- Restoring and strengthening the property tax base of the Village and overlapping tax districts;
- Creating new jobs and retaining existing jobs for Village and area residents;
- Providing for implementation of economic development and redevelopment strategies that benefits the Village and its residents;

- Providing public infrastructure improvements (and environmental remediation) within the Village to promote growth;

- Encouraging positive and feasible redevelopment of vacant properties and/or underutilized facilities;

- Coordinating all redevelopment within the Village in a comprehensive manner, avoiding land use conflicts and negative community impacts with attracted users; and

- Creating a cooperative partnership between the Village and other Lemont stakeholders.

Specific Objectives for the RPA. The general goals for economic development cited above would be supported by specific objectives, strategies and performance measures that would "drive" the redevelopment activities undertaken within the proposed RPA. RPA designation would allow the Village to pursue the following objectives:

- Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal to private investors;

- Reduce, eliminate or prevent the onset of blight or other negative factors present within the area;

- Accomplish redevelopment over a reasonable time period;

- Provide for high quality development industrial land uses within the RPA;

- Create an attractive overall appearance for the area; and

- Further the goals and objectives of the *2030 Plan*.

This Plan clearly establishes the importance of the RPA. It also describes characteristics of the area which deter investment and prohibit the RPA from being fully utilized. Such characteristics include the presence of conditions that are hazardous to the public, presence of deteriorating improvements, and a lack of adequate planning have and continue to exist within the Study Area.

Exhibit 2 identifies certain *2030 Plan* goals that pertain to the proposed Main & Maley TIF District.

Exhibit 2
Comprehensive Plan Goals and Objectives for Village's 2030 Plan

Goal	Action
Develop Inviting Gateways into Lemont	• **The Village should enhance our gateways through streetscaping, signage, and other physical improvements.** • **Private development at gateways should reinforce the public improvements and further enhance the aesthetics of these important areas.**
Create Master Plans for Lemont's Economic Activity Centers	• **For those centers which are undeveloped, or require significant redevelopment to become a hub of economic activity, master development (or sub area) plans should be developed.** • **In addition to land use and design considerations, these plans should address infrastructure capacity and economic feasibility of any plan proposals.**
Annex Economic Activity Centers That are Not Already Within the Village	• **Many of the economic activity centers that are key to the Village's future economic growth are not currently within Village limits. Annexation of these areas is an important first step to add the necessary acreage for new commercial development.**
Maintain Existing Industrial Zoning with Very Limited Expansion	• **To retain this important component of our local economy, the Village should not reduce the amount of manufacturing zoned property.** • **The Village should seek to increase our total acreage of industrial land use through annexation when the areas of annexation that are adjacent to existing industrial/manufacturing areas and such zoning will not create a conflict with existing residential development.** • **Any new industrial development should comply with the Village's high standards for site design and aesthetics.**
Require New Developments to Meet a Connectivity Index	• **There are various ways to calculate a connectivity index, including: total number of street segments divided by total number of intersections; a ratio of intersections divided by intersections plus dead-ends; maximum block length; intersections per square mile; etc.** • **The Village should evaluate various indices and select one to use in evaluating new development proposals for consistency with the goals of this chapter.**
Require SSAs for Annexations, Where Appropriate	• **When such annexations occur, the roads within those subdivisions should be evaluated.** • **If the roads are in a poor state of repair, a special service area should be placed**

	on the annexing territory to fund the necessary improvements so as not to burden existing residents with the additional cost of improvements.
Continue to Require Developers to Mitigate Road Impacts	• **The Village should continue UDO requirements for traffic studies to ensure developers calculate traffic impacts of proposed developments on the existing roadway network.** • **The Village should continue to require those developers to pay for any road and/or right of way improvements needed because of the development's impacts.**
Continue to Require Right of Way Improvements When New Development Occurs	• **Continue the current UDO requirements that new development bring existing substandard right of way up to Village standards whenever a development contains or adjoins the substandard right of way.**
Establish and Maintain a Desired Level of Maintenance for All Local Roads	• **The Village recently adopted its first ever 3-year strategic plan and will soon adopt a 5-year capital improvement program. Contained within these documents will be a five year plan for local road maintenance.** • **These documents should provide the basis to establish a long-term minimum desired level of maintenance for all local roads.** • **Such level of service should be used to direct future capital planning efforts.**

Ultimately, the implementation of the Redevelopment Plan would contribute to the economic development of the area and provide new employment opportunities for Village residents.

The RPA-specific objectives would be fulfilled by the execution of certain strategies, including but not limited to the following:

- Facilitating the preparation of improved and vacant sites, by assisting any private developer(s) to assemble suitable sites for modern development needs;

- Coordinating site preparation to provide additional land for new development, as appropriate;

- Fostering the replacement, repair, and/or improvement of infrastructure, including (as needed) sidewalks, streets, curbs, gutters and underground water and sanitary systems to facilitate the construction of new development within the RPA;

- Facilitating the provision of adequate on- and off-street parking within the RPA; and/or

- Coordinating development in tandem with any transportation system upgrades to make the area more accessible.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH; FISCAL IMPACT ON TAXING DISTRICTS

Evidence of the Lack of Development and Growth within the RPA. As documented in Appendix 4 of this Plan, the RPA has suffered from the lack of development and would qualify, in part, as a "conservation area," and in part, as a "blighted vacant area." In past years, the area overall has not benefited from sustained private investment and/or development, instead suffering economic decline. Absent intervention by the Village, properties within the RPA would not be likely to gain in value.

The proposed RPA exhibits various conditions which, if not addressed by the Village, would eventually result in blight. Those conditions include structures and public improvements reflecting deterioration and obsolescence, as well as other deficiencies. These various conditions work to discourage private sector investment in business enterprises.

Assessment of Fiscal Impact on Affected Taxing Districts. It is anticipated that the implementation of this Plan will not have a negative financial impact on the affected taxing districts. Instead, action taken by the Village to stabilize and cause growth of its tax base through the implementation of this Plan will have a *positive impact* on the affected taxing districts by arresting the potential decline or lag in property values, as measured by assessed valuations (AV), through the future elimination of vacant and blighted properties. In short, the establishment of a TIF district would protect other taxing districts from the potential downside risk of falling equalized assessed valuation in the northeastern portion of the Village surrounding the I&M Canal and Chicago Sanitary and Ship Canal.

Should the Village achieve success in attracting private investment which results in the need for documented increased services from any taxing districts, the Village will consider the declaration of "surplus funds," as defined under the Act and pursuant to any executed intergovernmental agreement. Such funds which are neither expended nor obligated for TIF-related purposes can be used to assist affected taxing districts in paying the costs for increased services.

Any surplus Special Tax Allocation Funds (to the extent any surplus exists) will be shared in proportion to the various tax rates imposed by the taxing districts, including the Village. Any such sharing would be undertaken after all TIF-eligible costs – either expended or incurred as an obligation by the Village – have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village as provided by the Act.

An exception to the tax-sharing provision relates to the Village's utilization of TIF funding to mitigate the impact of residential redevelopment upon school districts. In such cases, the Village will provide funds to offset the costs incurred by the eligible school districts in the manner prescribed by 65 ILCS Section 5/11-

74.4.3(q)(7.5) of the Act. It should be noted that new residential uses that generate new students are not expected as part of future redevelopment activities. (Refer to Section VI of this Report, which describes allowable TIF project costs.)

V. TIF QUALIFICATION FACTORS PRESENT IN THE RPA

Findings. The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF district under the Act. Refer to the *TIF Eligibility Report*, attached as Appendix 4 in this Plan.

Eligibility Survey. Representatives of Ryan and Village staff evaluated the RPA from August 2025 to the date of the publication of this Plan. Analysis was aided by certain reports obtained from the Village, reports from Village engineering/planning staff, on-site due diligence, and other sources. In Ryan's evaluation, only information was recorded which would help assess the eligibility of the proposed area as a TIF District.

VI. REDEVELOPMENT PROJECT

Redevelopment Plan and Project Objectives. As indicated in Section III of this Report, the Village has established a planning process which guides economic development and land use activities throughout the Village. Consistent with the established planning process, the Village proposes to achieve economic development goals and objectives through the redevelopment of the Main & Maley TIF, pursuit of projects within the RPA, and the promotion of private investment via public financing techniques (including but not limited to tax increment financing).

The project-specific objectives envisioned for the Main & Maley TIF are as follows:

1) Implementing a plan that provides for the attraction of users and tenants to redevelop underutilized land and buildings that are available within the RPA.

2) Constructing public improvements which may include (if necessary):

- Street and sidewalk improvements (including new street construction and widening of current streets; any street widening would conform with Village standards for context-sensitive design);
- Utility improvements (including, but not limited to, water, stormwater management, and sanitary sewer projects consisting of construction and rehabilitation);
- Signalization, traffic control and lighting;
- Off-street parking and public parking facilities; and
- Landscaping, streetscaping, and beautification.

3) Entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.

4) Providing for site preparation, clearance, environmental remediation, and demolition, including grading and excavation (any demolition activities would conform to Village criteria for allowing demolition) as needed.

5) Providing for the rehabilitation of structures in order to improve the occupancy and appearance of the property within the RPA.

6) Exploration and review of job training programs in coordination with any Village, federal, state, and county programs.

7) Entering into agreements for the development and/or construction of public facilities and infrastructure.

Redevelopment Activities. Pursuant to the project objectives cited above, the Village will implement a coordinated program of actions. These include, but are not limited to, land acquisition, land disposition, site preparation, clearance, demolition, provision of public infrastructure and related public improvements, construction of new public facilities, and rehabilitation of structures, if necessary. Such activities conform to the provision of the TIF Act that define the scope of permissible redevelopment activities.

Site Preparation, Clearance, Relocation and Demolition

Property within the RPA may be improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment. Relocation may also be required under the TIF Act; the Village would conform to the provisions of the Act.

Land Assembly and Disposition

Certain properties or interests in properties in the RPA may be acquired by purchase or the exercise of eminent domain. Properties owned by or acquired by the Village may be assembled and reconfigured into appropriate redevelopment sites. If necessary, the Village would facilitate private acquisition through reimbursement of acquisition and related costs as well as through the write-down of its acquisition costs. Such land may be held or disposed of by the Village on terms appropriate for public or private development, including the acquisition of land needed for construction of public improvements.

Public Improvements

The Village may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Plan. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains as well as sanitary and storm sewer systems, roadways, and traffic-related improvements;
- Parking facilities; and
- Beautification, identification markers, landscaping, lighting, and signage of public right-of-ways.

Rehabilitation/Taxing District Capital Costs

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conform to Village code provisions. Improvements may include exterior and facade-related work as well as interior-related work.

The Village may construct or provide for the construction and reimbursement for new facilities to be owned or used by units of local government. The Village does not expect that locally designated landmarks or properties listed on or eligible for listing on the National Register of Historic Places (or properties significantly contributing to districts listed on the National Register of Historic Places) will be demolished or modified in connection with the Plan.

Interest Rate Write-Down

The Village may enter into agreements with for-profit or non-profit owners/developers whereby a portion of the interest cost for construction, renovation or rehabilitation projects are paid out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

School District Costs

The Village may provide for payment of school district costs as provided for in the Act relating to residential components assisted through TIF funding.

General Land Use Plan. As noted in Section I of this report, the proposed RPA currently contains primarily commercial and industrial uses.

Both existing and future land uses are shown in Appendix 3 attached hereto and made a part of this Plan. Appendix 3 shows existing and future land uses in the Redevelopment Project Area and includes M2 – General Manufacturing District, M3 – Heavy Manufacturing District, and R1 – Single Family Detached Residential District. Future land uses exclusively call for industrial use, and will conform to the Zoning Ordinance and the *Comprehensive Plan* (2014) as either may be amended from time to time.

Additional Design and Control Standards. The appropriate design standards (including any Planned Unit Developments) as set forth in the Village's Zoning Ordinance and/or *Comprehensive Plan* (2014) shall apply to the RPA.

Eligible Redevelopment Project Costs. Under the TIF statute, redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred as well as any such costs incidental to the Plan. (Private investments, which supplement "Redevelopment Project Costs," are expected to substantially exceed such redevelopment project costs.) Eligible costs permitted by the Act and pertaining to this Plan include:

(1) *Professional Service Costs* – Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

- Annual administrative costs shall *not* include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;

- In addition, redevelopment project costs shall *not* include lobbying expenses;

(2) *Property Assembly Costs* – Costs including but not limited to acquisition of land and other property (real or personal) or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground

environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

(3) *Improvements to Public or Private Buildings* – Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;

(4) *Public Works* – Costs of the construction of public works or improvements, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

(5) *Job Training* – Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;

(6) *Financing Costs* – Costs including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including (a) interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months thereafter and (b) reasonable reserves related thereto;

(7) *Capital Costs* – To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

(8) *School-Related Costs* – For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-

increment-financing assisted housing units) on or after November 1, 1999, an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually;[1]

(9) *Relocation Costs* – To the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n) of the Act;

(10) *Payment in lieu of taxes*;

(11) *Other Job Training* – Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for

[1] The calculation is as follows: (A) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than $5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act. (B) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition Charge equal to or more than $5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations: (i) for unit school districts, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; (ii) for elementary school districts, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act; and (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act. (C) For any school district in a municipality with a population in excess of 1,000,000, additional provisions apply.

persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

(12) *Developer Interest Cost* – Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

(A) Such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

(B) Such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

(C) If there are not sufficient funds available in the special tax allocation fund to make the payment then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

(D) The total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;

(E) The cost limits set forth in subparagraphs (B) and (D) of paragraph shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act. The percentage of 75% shall be substituted for 30% in subparagraphs (B) and (D);

(F) Instead of the eligible costs provided by subparagraphs (B) and (D), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (F) shall be an eligible cost for

the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (F).[2]

The TIF Act prohibits certain costs. Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost. In addition, the statute prohibits costs related to retail development that results in the closing of nearby facilities of the same retailers. Specifically, none of the redevelopment project costs enumerated in the Act shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.[3]

Projected Redevelopment Project Costs. Estimated project costs are shown in Exhibit 4 below. Adjustments to estimated line-item costs below are expected and may be made without amendment to the Redevelopment Plan. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act.

Further, the projected cost of an individual line-item as set forth below is not intended to place a limit on the described line-item expenditure. Adjustments may be made in line-items, either increasing or decreasing line-item costs for redevelopment. The specific items listed below are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the *total amount* of payment for eligible redevelopment project costs (the "Total Estimated TIF Budget" in Exhibit 4) shall not exceed the amount set forth below, as adjusted pursuant to the Act.

---

[2] The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (F) of paragraph (11) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants. The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later.

[3] Termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

Exhibit 4
RPA Project Cost Estimates

Program Actions/Improvements	Estimated Costs
Land Acquisition, Assembly, and Relocation	$ 3,500,000
Site Preparation, Including Environmental Remediation, Demolition, and Site Grading	$ 2,750,000
Utility Improvements (Including Water, Storm, Sanitary Sewer, Service of Public Facilities, and Road Improvements)	$10,000,000
Rehabilitation of Existing Structures; Taxing District Capital Improvements	$ 4,500,000
Interest Costs Pursuant to the Act	$ 100,000
Professional Service Costs (Including Planning, Legal, Engineering, Administrative, Annual Reporting, and Marketing)	$ 1,000,000
Job Training	$ 100,000
TOTAL ESTIMATED TIF BUDGET	**$21,950,000**

Notes:
(1) All project cost estimates are in 2026 dollars. Costs may be adjusted for inflation per the TIF Act.
(2) In addition to the costs identified in the exhibit above, any bonds issued to finance a phase of the Project may include an amount sufficient to pay (a) customary and reasonable charges associated with the issuance of such obligations, (b) interest on such bonds, and (c) capitalized interest and reasonably required reserves.
(3) Adjustments to the estimated line-item costs above are expected. Adjustments may be made in line-items within the total, either increasing or decreasing line-items costs for redevelopment. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The individual line-items set forth above are not intended to place an individual limit on the described expenditures – provided that the total amount of payments for eligible redevelopment project costs shall not exceed the "total estimated TIF budget" listed above.

As explained in the following sub-section, incremental property tax revenues from any contiguous RPA may be used to pay eligible costs for the Main & Maley TIF.

Sources of Funds to Pay Redevelopment Project Costs. Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from incremental property tax revenues, proceeds from municipal obligations to be retired primarily with such revenues, and interest earned on resources available but not immediately needed for the Plan. In addition, pursuant to the TIF Act and this Plan, the Village may utilize net incremental property tax revenues received from other contiguous RPAs to pay eligible redevelopment project costs or obligations issued to pay such costs in contiguous project areas. This would include contiguous TIFs that the Village may establish in the future. (Conversely, incremental revenues from the Main & Maley TIF may be allocated to any contiguous TIF Districts.)

Redevelopment project costs as identified in Exhibit 4 specifically authorize those eligible costs set forth in the Act and do not address the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed. TIF or other public sources are to be used, subject to approval by the Village Board, only to leverage and commit private redevelopment activity.

The incremental tax revenues which will be used to pay debt service on the municipal obligations (if any) and to directly pay redevelopment project costs shall be the incremental increase in property taxes. The property tax increment would be attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA – over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2024 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

Nature and Term of Obligations to Be Issued. The Village may issue obligations secured by the Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its power pursuant to the Illinois State Constitution.

Any and all obligations issued by the Village pursuant to this Plan and the Act shall be retired not more than twenty-three (23) years after the date of adoption of the ordinance approving the RPA, or as such a later time permitted pursuant to the Act and to the extent such obligations are reliant upon the collection of incremental property tax revenues from the completion of the twenty-3rd year of the TIF, with taxes collected in the twenty-fourth year. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance.

One or more series of obligations may be issued from time to time in order to implement this Plan. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year. The total principal and interest may be payable from tax increment revenues (including tax increment revenues from current or future contiguous TIF Districts) and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Certain revenues may be declared as surplus funds if not required for: principal and interest payments, required reserves, bond sinking funds, redevelopment project costs, early retirement of outstanding securities, or facilitating the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan. Such surplus funds shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds. Further, the securities may be offered on such terms as the Village may determine, with or without the following features: capitalized interest; deferred principal retirement; interest rate limits (except as limited by law); and redemption provisions. Additionally, such securities may be issued with either fixed rate or floating interest rates.

Most Recent Equalized Assessed Valuation for the RPA. The most recent equalized assessed valuation for the RPA is based on the 2023 EAV and is estimated to be approximately $11,132,519. It is anticipated the estimated base EAV for establishment of the RPA will be the 2024 EAV once available.

Anticipated Equalized Assessed Valuation for the RPA. Upon completion of the anticipated private development of the RPA over a twenty-three (23) year period, it is estimated that the EAV of the property within the RPA would increase to approximately $30 million to $40 million depending upon market conditions and the scope of the redevelopment projects.

VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

Redevelopment Project. The Village will implement a strategy with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses conform to Village zoning and planning requirements, or if the Village undertakes redevelopment activities pursuant to this Plan. Depending upon the scope of the development as well as the actual uses, the following activities may be undertaken by the Village:

- Land Assembly and Relocation: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site, with relocation costs undertaken as provided by the Act. If necessary, the Village would facilitate private acquisition through reimbursement or write-down of related costs, including without limitation the acquisition of land needed for construction of public improvements.

- Demolition and Site Preparation: The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements including environmental remediation necessary to prepare the site for desired redevelopment projects.

- Rehabilitation: The Village may assist in the rehabilitation of buildings or site improvements located within the RPA.

- Landscaping/Buffering/Streetscaping: The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

- Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The Village may also undertake the provision of necessary detention or retention ponds.

- Roadway/Street/Parking Improvements: The Village may widen and/or vacate existing roads. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Parking facilities may be constructed that would be available to the public. Utility services may also be provided or relocated in order to accommodate redevelopment activities.

- Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

- Public Safety-Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.

- School District Costs: The payment of such costs may be provided pursuant to the requirements of the TIF Act.

- Interest Costs Coverage: The Village may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

- Professional Services: The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself from annual tax increment revenue if available.

Commitment to Fair Employment Practices and Affirmative Action. As part of any Redevelopment Agreement entered into by the Village and any private developers, both parties will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race, creed, or sexual orientation. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, sexual orientation, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs, and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and compliance with applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory

personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs. This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) years after the adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the ordinance approving the RPA is adopted.

VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT

This Plan may be amended pursuant to the provisions of the Act.

APPENDIX 1

Legal Description of Project Area

Legal Description and PINS of Village of Lemont
Main & Maley Redevelopment Project Area

Commencing at the intersection of the north line of PIN 22-14-300-037 with the west line of the West ½ Southwest ¼ of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois; thence northeasterly along the north line of PIN 22-14-300-037 to the north line of the East ½ of the Southwest ¼ of said Section 14; thence easterly to the east line of PIN 22-14-400-037; thence south to the south line of PIN 22-14-400-037; thence west to the east line of PIN 22-14-400-039; thence south to the south line of PIN 22-14-400-039; thence east to the east line of the West ½ of the Southeast ¼ of said Section 14; thence south to the south line of PIN 22-14-400-019; thence west to the east line of PIN 22-14-400-017; thence south to the south line of PIN 22-14-400-017; thence west along the south line of PIN 22-14-400-017 to the west line of PIN 22-14-400-017; thence north to the north line of Chicago-Joliet Road; thence westerly along the north line of Chicago-Joliet Road to the east line of PIN 22-14-300-021; thence north to the north line of PIN 22-14-300-021; thence westerly along the north line of PIN 22-14-300-021 to the east line of PIN 22-14-300-016; thence westerly along the north line of PIN 22-14-300-016 and PIN 22-14-300-020 to the west line of the West ½ Southwest ¼ of said Section 14; thence north along said west line of the West ½ Southwest ¼ of said Section 14, to the point of beginning, in Cook County, Illinois.

22-14-300-029-0000
22-14-300-031-0000
22-14-300-034-0000
22-14-300-035-0000
22-14-300-036-0000
22-14-300-037-0000
22-14-300-039-0000
22-14-300-040-0000
22-14-300-042-0000
22-14-300-043-0000
22-14-300-044-0000
22-14-300-045-0000
22-14-400-005-0000
22-14-400-015-0000
22-14-400-017-0000
22-14-400-018-0000
22-14-400-019-0000
22-14-400-024-0000
22-14-400-028-0000
22-14-400-029-0000
22-14-400-030-0000
22-14-400-031-0000
22-14-400-032-0000
22-14-400-034-0000
22-14-400-035-0000
22-14-400-036-0000
22-14-400-037-0000
22-14-400-039-0000
22-14-400-040-0000

APPENDIX 2

Boundary Map of RPA

2024 Tax Map
Page 2214E
37-11-14E

© 2024 Cook County, Illinois

"A"
DIV. of (except the railroad) the S.W.1/4 of Sec. 14-37-11.
Rec. Doc. 9999999999

Cook County, Illinois
W½ SW¼ Section 14 - 37 - 11
LEMONT

Cook County, Illinois
E½ SW¼ Section 14 - 37 - 11
LEMONT

Cook County, Illinois
W½ SE¼ Section 14 - 37 - 11
LEMONT

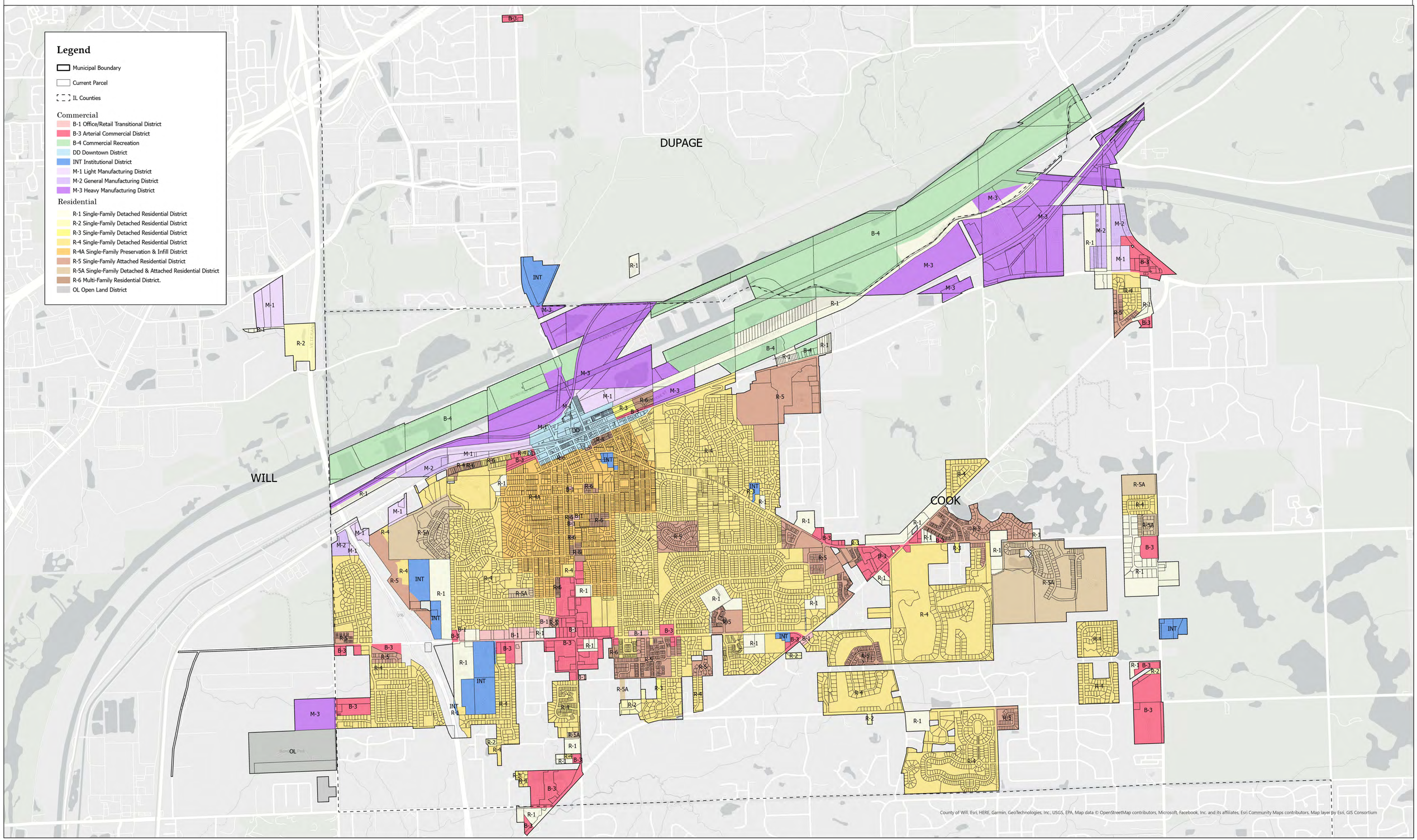
2214C
2214D
2214A
2214B
2214H
2215H
2222B
2223C
2223D
2223A

Illinois & Michigan Canal
Sanitary Canal
G M & O RR
CHICAGO-JOLIET RD
PARKER RD
Unincorporated
"A"
"B"
100
300
400
402
500

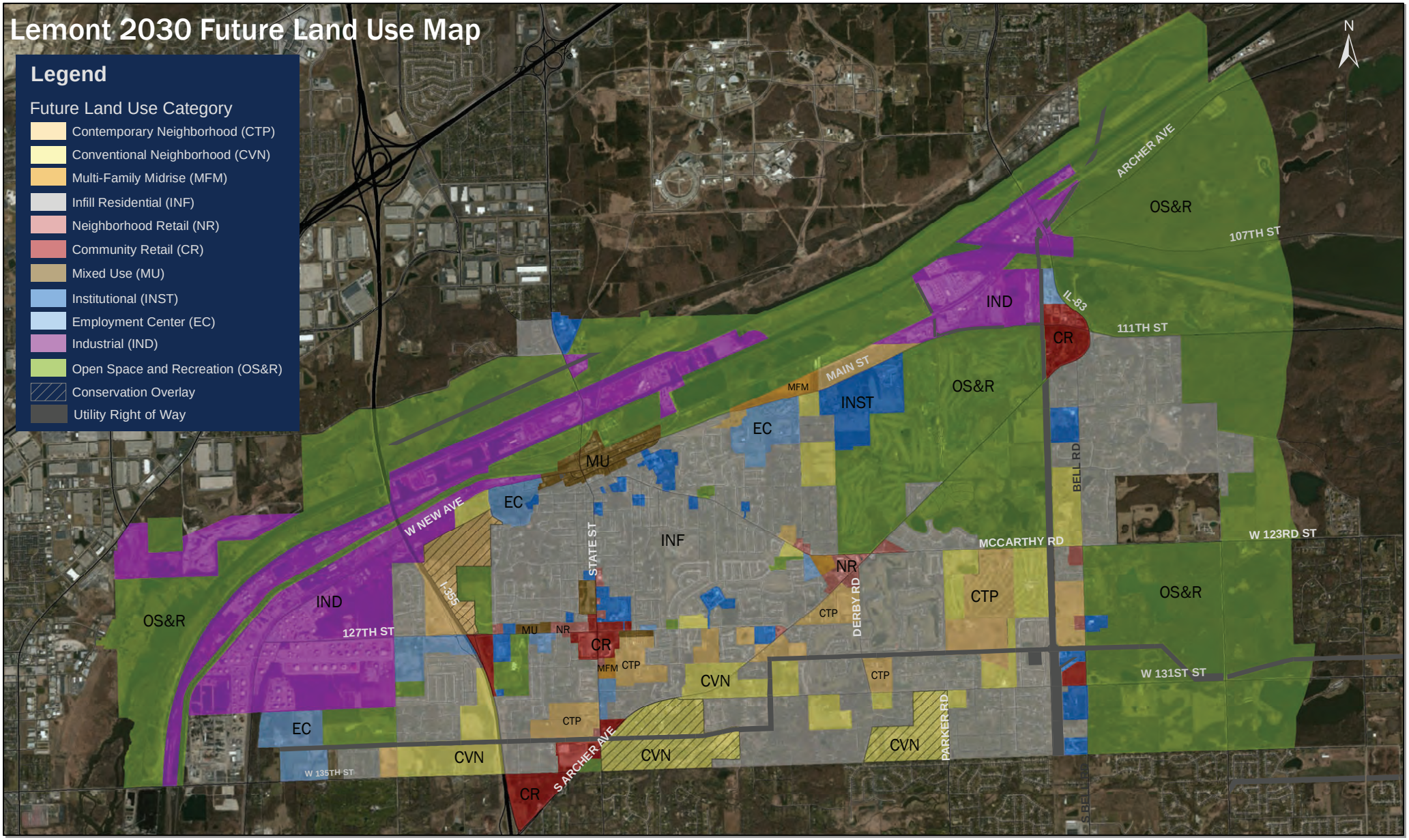
APPENDIX 3

Existing and Future Land Use Map of RPA

Village of Lemont
Official Zoning Map 2024
Reflecting Zoning Changes through 1/29/2025



County of Will, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri, GIS Consortium


Lemont 2030 Future Land Use Map
Legend
Future Land Use Category
Contemporary Neighborhood (CTP)
Conventional Neighborhood (CVN)
Multi-Family Midrise (MFM)
Infill Residential (INF)
Neighborhood Retail (NR)
Community Retail (CR)
Mixed Use (MU)
Institutional (INST)
Employment Center (EC)
Industrial (IND)
Open Space and Recreation (OS&R)
Conservation Overlay
Utility Right of Way
N
ARCHER AVE
107TH ST
IL-83
111TH ST
MAIN ST
W NEW AVE
STATE ST
I-355
MCCARTHY RD
BELL RD
W 123RD ST
DERBY RD
127TH ST
W 131ST ST
PARKER RD
W 135TH ST
S ARCHER AVE
OS&R
IND
EC
MU
INST
INF
NR
CR
CTP
MFM
CVN

APPENDIX 4

TIF Eligibility Report

Prepared by Ryan, LLC

Draft Dated 11/25/2025

VILLAGE OF LEMONT
TIF QUALIFICATION REPORT
PROPOSED MAIN & MALEY
REDEVELOPMENT PROJECT AREA

A study to determine whether a portion of an area located in the Village of Lemont qualifies, in part, as a "conservation area" and, in part, as a "blighted vacant area" as set forth in the definitions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared For: Village of Lemont, Illinois

Prepared By: Ryan, LLC

November 2025

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V. QUALIFICATION OF RPA/FINDINGS OF ELIGIBILITY.....12

VI. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION.....19

EXHIBIT 1: Legal Description

EXHIBIT 2: Boundary Map

EXHIBIT 3: Engineer Report - Chronic Flooding

EXECUTIVE SUMMARY

Ryan, LLC (Ryan) has been retained by the Village of Lemont (the "Village") to conduct an analysis of the potential qualification and designation of an area that would result in the establishment of the Village's proposed Main & Maley TIF District (the "TIF District"). The Village is pursuing the proposed TIF District as part of its overall strategy to promote the revitalization of key under-utilized properties located within the Village.

For purposes of this Report, Ryan has subdivided its qualification analysis of the proposed Main & Maley TIF District properties into two major classifications:

- *Improved land* – This classification is for all land within the proposed TIF District that is primarily occupied by structures and/or other improvements ("Improved Parcels"); and

- *Vacant land* – This classification is for all the land within the proposed TIF District that is primarily vacant ("Vacant Parcels").

Based upon the analysis completed to date, Ryan has reached the following conclusions regarding the potential qualification for the vacant land and the improved land within the proposed Main & Maley TIF District:

1) The Improved Parcels within the proposed TIF District, qualify as a "conservation area" under the Act. Overall, the improved land within the proposed TIF District has either declined, or is in danger of declining, toward a blighted condition. This condition prevents, or threatens to prevent, the economic and physical development or redevelopment of properties in a manner that the community considers essential to its overall economic health. In Ryan's view, the improved land portion of the proposed TIF District meets the requirements for designation as a conservation area under the Act.

2) The Vacant Parcels within the proposed TIF District qualify as a "blighted-vacant area" pursuant to the Act. Portions of the vacant land have never been developed, and other parcels have been vacated or abandoned. This vacant land has proven to lack economic viability for development due to certain adverse conditions. These adverse conditions prevent or threaten to prevent the development of these properties which the community deems essential to the health of the local economy. In Ryan's view, the vacant land portion of the proposed TIF District meets the requirements for designation as a blighted-vacant area under the Act.

3) The existence of all of the adverse conditions found within the proposed TIF District presents a serious barrier to the area's successful redevelopment because these factors negatively impact the likelihood of coordinated and substantial private sector investment in the proposed TIF District. Without use of the Village's land-use planning and economic development resources to mitigate such factors, potential redevelopment projects (along with other economic development efforts that require private sector investment) are not likely to be economically feasible.

4) Within the proposed TIF District, there are several potential redevelopment sites with potential to produce incremental property tax revenue. Such revenue, used in combination with

other Village resources for redevelopment incentives or public improvements, would help stimulate private investment and reinvestment in these sites and ultimately throughout the proposed TIF District.

5) Mitigation of the existing blighting conditions would improve the economic redevelopment potential of the proposed TIF District and promote private sector investment and development efforts, Ryan recommends that the Village proceed with the formal TIF designation process for the entire area.

The Ryan analysis of the proposed TIF District in conjunction with statutory criteria is outlined on the following pages.

This Study assumes that all properties in the Study Area will be annexed into the Village prior to adoption of all relevant TIF Ordinances.

I. INTRODUCTION AND BACKGROUND

The purpose of this Eligibility Report is to identify the criteria for establishing the Main & Maley Redevelopment Project Area ("RPA") by means of "conservation area" and "blighted area" qualification factors, as defined by the Tax Increment Allocation Redevelopment Act (the "Act") (65 ILCS 5/11-74.4-1, et seq.). The "conservation area" qualification factors refer to the improved portion of the RPA, and the "blighted area" qualification factors refer to the vacant portion of the RPA, both to be included in the Main & Maley Redevelopment Project Area.

The Act was established to assist Illinois municipalities "promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas" (65 ILCS 5/11-74.4-2(b).

In the context of planning for the proposed RPA within the boundaries legally described in Exhibit 1 and in the map attached hereto as Exhibit 2, the Village of Lemont has authorized the study of the RPA within the boundaries described in the map attached hereto in its entirety to determine whether it qualifies for consideration as a Tax Increment Financing District. Ryan has agreed to undertake the study of the RPA.

The RPA is partially bifurcated by Maley Road and is generally bounded by the Metra Heritage Corridor rail tracks on the north, Main Street on the south, Parker Road, as extended, and the Village boundary on the west, and certain parcels abutting the ComEd right of way on the east.

The qualification factors discussed within this Report qualify the improved portion of the RPA as a "conservation area" and the vacant portion of the RPA as a "blighted vacant area", as those terms are hereinafter defined pursuant to 65 ILCS 5/11-74.4-3 et. seq., as amended. The RPA consists of twenty-six (26) improved parcels and three (3) vacant parcels, for a total of twenty-nine (29) parcels.

The RPA as a whole demonstrates the need for site preparation, building rehabilitation, extensive storm management and other infrastructure improvements and application of modern community planning standards in order to encourage economic stabilization and private redevelopment activities in the RPA. The area also suffers from high vehicular traffic issues which also need improvement to both sustain and promote potential new commercial and industrial related developments. The Village believes that the TIF District designation is an essential part of its strategy to address these issues.

OBJECTIVES

Consistent with the Village's Comprehensive Plan (2014), the Village's redevelopment objective is to promote a mix of industrial and commercial redevelopment within the proposed TIF District. To achieve this objective, the Village has established the following guidelines that would apply to the proposed TIF District:

1. Encourage commercial and industrial development by facilitating the assembly, preparation and marketing of improved and vacant sites, and assisting private developers to assemble suitable sites for modern development needs;

2. Foster construction and improvement of infrastructure, as needed, including streets, curbs, gutters, detention-related improvements, storm management, water and sanitary systems, and public and private utilities in order to stabilize existing industrial areas and to facilitate the construction of new commercial and industrial development;

3. Assist in the site preparation of the RPA for commercial and industrial development including environmental remediation as needed;

4. Develop the area in relation to the traffic system for improved accessibility to the area; and

5. Coordinate development and redevelopment efforts with adjacent uses thus improving the surrounding environment.

Given the Village of Lemont's goals for its future development and growth, as well as the conditions briefly described above, the Village has made a determination that it is highly desirable to promote the redevelopment of the RPA. Without an implementation plan for redevelopment, the Village believes current properties within the RPA will remain underutilized. The Village intends to create and implement a redevelopment plan in order to increase tax revenues associated with the RPA and to increase the community's tax base.

The Village has determined that redevelopment takes place through the benefit and guidance of comprehensive economic planning by the Village. Through this coordinated effort, the area is expected to improve. Development barriers, inherent with current conditions which impede economic growth under existing market standards, will be addressed.

The Village has determined that redevelopment currently planned for the RPA may only be feasible with public financial assistance. The Village's utilization of a TIF District redevelopment plan is intended to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the area.

The implementation of TIF is intended to induce private redevelopment in the RPA, therefore creating higher real estate value that would otherwise potentially decline or stagnate without such investment, leading to increased property taxes compared to previous land-uses (or lack of uses). In this way, the existing tax base for all taxing districts is preserved and a portion of future increased taxes are pledged for attracting the needed private investment.

Because the Village will not consider the redevelopment of residential parcels that would dislocate 10 or more residential units within the proposed TIF district, the Village will not conduct a housing impact study pursuant to the TIF Act.

II. QUALIFICATION CRITERIA USED

With the assistance of Village staff, Ryan examined the RPA from beginning in August, 2025 to the date of this report, and reviewed data collected for the area to determine the presence or absence of appropriate qualifying factors listed in the Act. Based upon Ryan's evaluation of the data and parcels in the proposed TIF Project Area and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the proposed TIF District in part (with respect to improved parcels in the RPA) as a "conservation area" and in part (with respect to certain vacant parcels in the RPA) as a "blighted vacant area." These factors are found to be clearly present and reasonably distributed throughout the TIF Project Area, as required under the TIF Act. The factors are summarized in the table below.

Sub-Areas Within Proposed RPA	Maximum Possible Factors Per Statute	Minimum Factors Needed to Qualify Per Statute	Qualifying Factors Present in Proposed TIF Area
Conservation Area	13	3	• Deterioration • Inadequate Utilities • Lag/Decline in EAV • Deleterious Layout • Lack of Community Planning
Blighted Vacant	Stand Alone: 6	Stand Alone: 1	• Chronic Flooding
Blighted Vacant	Combination: 6	Combination: 2	• Deterioration of Adjacent Structures • Lag/Decline in EAV

The Act sets out specific procedures, which must be adhered to in designating a redevelopment project area. By definition, a "Redevelopment Project Area" is: "an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and with respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted area and conservation area."

Under the Act, "conservation area" is defined as "any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which fifty percent (50%) or more of the structures in the area have an age of thirty-five (35) years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors is detrimental to the public safety, health, morals or welfare and such an area may become a blighted area:

(A) Dilapidation: An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) Obsolescence: The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project

area; (ii) deteriorated, antiquated, and obsolete or in disrepair; or (iii) lacking within the redevelopment project area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area is one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(L) Lack of Community Planning: The redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) The total equalized assessed value of the redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United

States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

Also under the Act, if "blighted vacant," the sound growth of the redevelopment project area is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

(A) The area consists of one or more unused quarries, mines, or strip mine ponds.

(B) The area consists of unused railyards, rail tracks, or railroad rights-of-way.

(C) The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.

(D) The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.

(E) Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

(F) The area qualified as a "blighted area" immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

The improved portion of the RPA was examined as a "blighted area" by the definition of the Act. The detailed definition of a "blighted area" is located at the beginning of Section II.

Also under the act, if "blighted vacant," the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

(A) Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

(B) Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.

(C) Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.

(D) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

(E) The area has incurred Illinois Environmental Protection Agency (EPA) or United States EPA remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

(F) The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.

THE PROPOSED RPA

The RPA is partially bifurcated by Maley Road and is generally bounded by the Metra Heritage Corridor rail tracks on the north, Main Street on the south, certain parcels north of Parker Road and the Village boundary on the west, and certain parcels abutting the ComEd right of way on the east. Adjacent rights-of-way are also included.

The improved portion of the RPA consists of twenty-six (26) tax parcels containing several commercial and industrial buildings and various site improvements. The blighted vacant portion of the RPA consists of three (3) tax parcels without structures.

III. METHODOLOGY OF EVALUATION

In evaluating the RPA's potential qualification as a TIF District, Ryan reviewed the area in its entirety and utilized the following methodology:

1) Site surveys of the RPA were undertaken by representatives from Ryan. Site surveys were completed for each tract of land (based upon tax maps), within the area.

2) Exterior evaluation of structures, noting such conditions as lack of community planning and deleterious layout and land-use was completed. Additionally, tax levy years 2018 through 2023 Equalized Assessed Valuation ("EAV") and Assessed Valuation ("AV") information from the Cook County Clerk's Office, tax parcel maps, site photographs, site data, local history (discussions with Village staff) and an evaluation of area-wide factors that have affected the area's development were evaluated (Refer to Section V.). Village redevelopment goals and objectives for the area were also reviewed with Village staff.

3) Existing site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, whether TIF qualification factors (such as chronic flooding) exist in specific site conditions on the parcels. The area was studied taking into account available Village economic development planning reports, Village ordinances, EAV information from the Cook County Clerk's Office and Village records, tax parcel maps, site photos, site data, local history (discussions with Village staff and the Village engineers), and an evaluation of area-wide factors that have affected the area's development (Refer to Section V.).

4) The RPA was examined to assess the applicability of qualification factors for TIF designation under the Act.

IV. QUALIFICATION OF RPA/FINDINGS OF ELIGIBILITY

As a result of Ryan's evaluation of the RPA, and analysis of each of the eligibility factors summarized in Section II, it has been determined that the following factors are present to support qualification of the RPA in part as a "conservation area" and in part as a "blighted area."

IMPROVED AREA FACTORS – CONSERVATION AREA

A. Threshold Qualification

Age. Based upon site surveys and Cook County and Village data, 8 of the 12 structures in the improved portion of the RPA, or two thirds (66.7%) were found to be thirty-five (35) years of age or older.

B. Other Conservation Factors (must include three or more factors under the Act)

1) Lag in Equalized Assessed Value

The Act states, "The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated".

The total Equalized Assessed Value ("EAV") of the improved portion of the RPA declined in three (3) of the past five (5) years. Additionally, the EAV of the improved portion of the RPA lagged behind the Consumer Price Index ("CPI") for three (3) of the last five (5) years.

	2023	2022	2021	2020	2019
RPA EAV	$10,782,208	$12,134,685	$11,095,616	$11,370,248	$7,686,007
Percentage of Change	**-11.1%**	9.4%	**-2.4%**	47.9%	**-21.6%**
Village EAV	$976,934,316	$716,584,154	$721,709,307	$733,660,196	$680,520,825
Less TIF RPA	$966,152,108	$704,449,469	$710,613,691	$762,289,948	$672,834,818
Percent Change	37.1%	-0.9%	-6.8%	13.3%	2.1%
CPI	**4.10%**	8.0%	**4.7%**	1.2%	**1.8%**

Source: Cook County Clerk's Office and US Bureau of Labor Statistics

2) Lack of Community Planning

Under the Act, "Lack of Community Planning" refers to "the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning".

Evidence of the area's lack of community planning can be seen in its lack of adequate roadways, gutters, sidewalks, curbs and overhead lights compared to today's modern planning standards. According to Village staff, certain roadways within the TIF District are in such poor conditions that they have limited capacity to safely handle traffic. In order for redevelopment to occur, adequate road access is required. In general, much of the piecemeal development that occurred took place in an unincorporated area that was not subject to a municipal planning process; logically, the area could not have developed according to a community or comprehensive plan.

3) Inadequate Utilities

Under the Act, inadequate utilities can be defined as underground and overhead utilities such as storm sewers, storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: of insufficient capacity to serve the uses in the RPA, deteriorated, antiquated, and obsolete or in disrepair or are lacking within the RPA.

According to Village staff, the utilities located in the Study Area are undersized and inadequately located to serve additional development. As the area continues to develop, new structures and uses will place additional strain on the already insufficient conditions and further limit capacity.

4) Deleterious Land-Use or Layout

Under the Act, deleterious Land-Use or Layout refers to "the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses considered to be noxious, offensive or unsuitable for the surrounding area".

Deleterious land use or layout can be seen in the commercial, industrial, and other improvements within the proposed TIF District. These areas have been developed in a piecemeal fashion without the guidance of a plan for coordinated development. As noted earlier, this is because much of this piecemeal development took place in an unincorporated area that was not subject to a municipal planning process. This has been complicated by the inadvertent creation of mixed and uneven borders at unincorporated portions of Cook County to the south as portions of the unincorporated area were sporadically annexed into the Village over a long period of time. As described previously, the piecemeal development of the RPA is at least partly attributable to a lack of community planning going back over fifty years.

As a result of this fragmented development over a long period of time, the area's industrial uses lack sufficient road infrastructure for the volume of truck traffic that is present. Examples of this occur where access to the industrial areas is by way of the *private* Maley Road. Main Street to the east of Maley Road observes an average daily traffic count of 13,700 vehicles, according to IDOT. Truck drivers face challenges entering industrial properties from Main Street due to its narrow two-lane road configuration. This issue is exacerbated by the fact that the intersection of Main Street and Maley Road lacks signalization or adequate turning lanes. Additional redevelopment will require reconfiguring traffic management for the area.

In addition to these factors, planning guidelines for such components as landscape and streetscape treatments, buffering between uses, provision for adequate loading and unloading and sufficient parking were not addressed when certain of these industrial parcels were developed.

5) Deterioration

The Act states, "With respect to buildings, defects including, but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

The RPA shows signs of deterioration of both site improvements and building structures. Various degrees of deterioration were identified throughout the area, ranging from minor to extremely severe. The below indicators of deterioration were found distributed throughout the RPA.

Surface Improvements:

Site improvements within the RPA were observed to possess the following signs of deterioration:

- Extensively cracked and crumbling asphalt pavement, along with potholes and other settlement in parking lot areas and driveways, requiring re-surfacing.
- Weed and vegetation growth in cracked pavement and/or loose pavement material in parking lot areas and driveways.
- Faded and cracked parking space striping and curb caution paint, requiring re-painting.
- Crumbling curb and gutter throughout parking areas and approaches, requiring removal and replacement.
- Cracked public and private service walks with weed growth.

Building Improvements:

Building deterioration was found to consist of cracked or damaged exterior building surfaces including masonry facades in need of tuckpointing, faded and peeling trim paint, deteriorated windows or doors or window/door frames, rusted metal service doors, rusted metal fencing, and damaged gutters or downspouts, for example.

VACANT BLIGHTED AREA

Vacant land within the RPA qualifies as a "blighted-vacant area" pursuant to the TIF Act. Currently, the vacant land lacks economic viability for development due to certain adverse conditions. As a result, it prevents or threatens to prevent the beneficial economic and physical development of properties the community deems essential to its overall economic health. In the opinion of Ryan, the subject vacant land meets the requirements for designation as a blighted-vacant area under the TIF Act.

VACANT BLIGHTED AREA - STAND ALONE FACTOR

Based upon Ryan's evaluation of certain parcels in the proposed RPA, Ryan has determined, based on assistance and analysis by Burke Engineering that a vacant portion of the RPA qualifies as "blighted vacant" pursuant to the TIF Act, due to the presence of the following factors being present.

1) ***Chronic Flooding.*** The vacant portions of the RPA were found to qualify under the TIF Act using a single stand-alone factor of Chronic Flooding. The TIF Act provides that if an area, prior to its designation, is subject to ["chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency" and "the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding," then a finding of chronic flooding can be made.]

   According to the memorandum supplied by Burke Engineering (Exhibit 3), "Portions of the parcels within the proposed TIF District meet the criterion of chronic flooding as indicated by either the presence of floodplain, wetland, and/or poor draining soils…" Additionally, Burke Engineering indicated that "Parcels cannot be developed without providing stormwater management, coordinating and permitting with the U.S. Army Corps of Engineers and MWRD (Cook County) for wetland impacts."

VACANT AREA FACTORS – BLIGHTED AREA

The vacant portion of the RPA is found to also qualify as a vacant "blighted area" under the Act, since certain qualifying factors were found to be present at the vacant tax parcels.

1) Deterioration of Structures or Site Improvements Adjacent to Vacant Land

As noted previously, the areas immediately adjacent to the vacant portion of the RPA showed signs of deterioration in both structures and site improvements. Various degrees of deterioration were identified throughout the adjacent area ranging from minor

to extremely severe. With respect to surface improvements, deterioration was found along roadways, driveways, and parking areas. These examples of deterioration were found distributed throughout the areas adjacent to the vacant portion of the RPA.

Also as noted previously, the following signs of site improvement deterioration within the RPA were observed:

- Extensively cracked and crumbling asphalt pavement, along with potholes and other settlement in parking lot areas and driveways, requiring re-surfacing.
- Weed and vegetation growth in cracked pavement and/or loose pavement material.
- Faded and cracked parking space striping and curb caution paint, requiring re-painting.
- Crumbling curb and gutter throughout parking areas and approaches, requiring removal and replacement.
- Cracked public walks with weed growth.

Again, building deterioration was found to consist of cracked or damaged exterior building surfaces including masonry facades in need of tuckpointing, faded and peeling trim paint, deteriorated windows or doors or window/door frames, rusted metal service doors, rusted metal fencing, and damaged gutters or downspouts, for example.

2) Lag in Equalized Assessed Value

The Act states, "The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated".

The total Equalized Assessed Value ("EAV") for the vacant portion of the RPA lagged behind the Consumer Price Index ("CPI") for three (3) of the last five (5) years.

MAIN & MALEY TIF
VACANT PROPERTY EAV

	2023	2022	2021	2020	2019
Vacant RPA Area EAV	$350,311	$346,619	$348,722	$382,151	$63,508
Percentage of Change	1.1%	-0.6%	-8.7%	501.7%	3.2%
Village EAV	$976,934,316	$716,584,154	$721,709,307	$733,660,196	$680,520,825
Less TIF RPA	$976,584,005	$716,237,535	$721,360,585	$773,278,045	$680,457,317
Percent Change	36.3%	-0.7%	-6.7%	13.6%	1.7%
CPI	**4.10%**	**8.0%**	**4.7%**	1.2%	1.8%

V. SUMMARY OF FINDINGS AND OVERALL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the establishment of a TIF District by the Village:

1. The area is contiguous and is greater than 1½ acres in size.

2. Improved portions of the RPA qualify as a "conservation area". Vacant portions of the RPA qualify as a "blighted vacant area." Summaries of the qualification findings are outlined in Section V.

3. All property in the area would substantially benefit by the redevelopment project improvements.

4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area.

5. The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

Conclusion

Based upon Ryan's evaluation of parcels in the proposed TIF Project Area and analysis of each of the eligibility factors summarized in Section II, Ryan finds that sufficient factors are present to support qualification of the proposed TIF District in part as a "conservation area" and in part as a "blighted vacant area." These factors are found to be clearly present and reasonably distributed throughout the TIF Project Area. In the judgement of Ryan, these findings provide the Village with sufficient justification to consider a formal process for adopting the RPA as the Main & Maley TIF District.

The area has not benefited from coordinated planning efforts by either the public or private sectors. There is a need to focus redevelopment efforts relating to business attraction as well as the coordination of redevelopment efforts for modern mixed-use redevelopment. These efforts will be important to the area's stability and growth and, therefore, an increase in its tax base.

The eligibility findings indicate that the area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social well- being of the Village. The factors discussed herein indicate the area has not been subject to sound growth and development through investment by private enterprise and is not likely to be developed but for the assistance of TIF.

EXHIBIT 1:

Legal Description

Legal Description and PINS of Village of Lemont
Main & Maley Redevelopment Project Area

Commencing at the intersection of the north line of PIN 22-14-300-037 with the west line of the West ½ Southwest ¼ of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois; thence northeasterly along the north line of PIN 22-14-300-037 to the north line of the East ½ of the Southwest ¼ of said Section 14; thence easterly to the east line of PIN 22-14-400-037; thence south to the south line of PIN 22-14-400-037; thence west to the east line of PIN 22-14-400-039; thence south to the south line of PIN 22-14-400-039; thence east to the east line of the West ½ of the Southeast ¼ of said Section 14; thence south to the south line of PIN 22-14-400-019; thence west to the east line of PIN 22-14-400-017; thence south to the south line of PIN 22-14-400-017; thence west along the south line of PIN 22-14-400-017 to the west line of PIN 22-14-400-017; thence north to the north line of Chicago-Joliet Road; thence westerly along the north line of Chicago-Joliet Road to the east line of PIN 22-14-300-021; thence north to the north line of PIN 22-14-300-021; thence westerly along the north line of PIN 22-14-300-021 to the east line of PIN 22-14-300-016; thence westerly along the north line of PIN 22-14-300-016 and PIN 22-14-300-020 to the west line of the West ½ Southwest ¼ of said Section 14; thence north along said west line of the West ½ Southwest ¼ of said Section 14, to the point of beginning, in Cook County, Illinois.

22-14-300-029-0000
22-14-300-031-0000
22-14-300-034-0000
22-14-300-035-0000
22-14-300-036-0000
22-14-300-037-0000
22-14-300-039-0000
22-14-300-040-0000
22-14-300-042-0000
22-14-300-043-0000
22-14-300-044-0000
22-14-300-045-0000
22-14-400-005-0000
22-14-400-015-0000
22-14-400-017-0000
22-14-400-018-0000
22-14-400-019-0000
22-14-400-024-0000
22-14-400-028-0000
22-14-400-029-0000
22-14-400-030-0000
22-14-400-031-0000
22-14-400-032-0000
22-14-400-034-0000
22-14-400-035-0000
22-14-400-036-0000
22-14-400-037-0000
22-14-400-039-0000
22-14-400-040-0000

EXHIBIT 2:

Boundary Map

2024 Tax Map
Page 2214E
37-11-14E

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DIV. of (except the railroad) the S.W.1/4 of Sec. 14-37-11.
Rec. Doc. 9999999999

Cook County, Illinois
W½ SW¼ Section 14 - 37 - 11
LEMONT

Cook County, Illinois
E½ SW¼ Section 14 - 37 - 11
LEMONT

Cook County, Illinois
W½ SE¼ Section 14 - 37 - 11
LEMONT

2214C
2214D
2214A
2214B
2214H
2215H
2222B
2223C
2223D
2223A

Illinois & Michigan Canal
Sanitary Canal
G M & O RR
CHICAGO-JOLIET RD
PARKER RD
Unincorporated
"A"
"B"
100
300
400
402
500

EXHIBIT 3:

Engineer Report – Chronic Flooding

MEMORANDUM

November 3, 2025

TO: Village of Lemont
418 Main Street
Lemont, IL 60439

ATTN: George Schafer, Village Administrator

FROM: Thomas T. Burke, Jr., PhD, PE
Jedd Anderson, PWS, CPESC

SUBJECT: Proposed TIF District at the Northeast Corner of Main and Maley
Village of Lemont, Will County, IL
(CBBEL Project No. 250477)

Introduction

Christopher B. Burke Engineering, Ltd. (CBBEL) prepared this memorandum at the request of the Village of Lemont (Village) to analyze 28 parcels proposed to be placed in a Tax Increment Finance District (TIF District). The 28 parcels are outlined in red on Exhibit 1. Exhibit 2 shows the 28 parcels with their Property Index Numbers (PINs). CBBEL was asked to determine the presence of chronic flooding by analyzing the stormwater, floodplain, and wetland issues within the proposed TIF District. Chronic Flooding is a certification as evaluated by the TIF Act.

The proposed TIF District contains 28 parcels with the following PINs:

- 2214300029
- 2214300031
- 2214300034
- 2214300035
- 2214300036
- 2214300037
- 2214300039
- 2214300040
- 2214300042
- 2214300043
- 2214300044
- 2214300045
- 2214400005
- 2214400015
- 2214400017
- 2214400018
- 2214400028
- 2214400029
- 2214400040
- 2214400024
- 2214400030
- 2214400031
- 2214400032
- 2214400034
- 2214400035
- 2214400036
- 2214400037
- 2214400039

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

The parcel PINs were obtained from Cook County GIS data. Cook County no longer provides owner information on their interactive website. The following attached exhibits were used to assist in our review:

- Exhibit 1: Location Map
- Exhibit 2: Proposed TIF Exhibit Parcel Map
- Exhibit 3: National Wetland Inventory
- Exhibit 4: Soils Survey
- Exhibit 5: Hydrologic Atlas
- Exhibit 6: United States Geological Survey
- Exhibit 7: Flood Insurance Rate Map
- Exhibit 8: Approximate Wetland Delineation
- Exhibit 9: Cook County 1' Contours
- Exhibit 10: Cook County Watershed Map
- Exhibit 11: Tributary Overview from MWRD Calumet-Sag Channel DWP
- Exhibit 12: 100-Year Inundation Areas from MWRD Calumet-Sag Channel DWP

This memorandum is not intended to satisfy permitting or local ordinance requirements.

Property Description

The proposed TIF District (Exhibit 1) is comprised of 28 parcels totaling approximately 135.3 acres. The parcels were analyzed for stormwater, floodplain, and wetland issues, using the above referenced resource materials. The properties range from densely developed/paved to vacant parcels. Those parcels that are developed have commercial uses or are railroad property. There are no residential properties within the proposed TIF area.

Background Information

Floodplain

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), Exhibit 7, was reviewed to determine if the site contains mapped floodplain. The FIRM map for this area, Panel 17031C0579J with an effective date of August 19, 2008, does not indicate mapped floodplain onsite.

We also reviewed the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Detailed Watershed Plans (DWP). The MWRD DWP for the Cal-Sag Channel Watershed was completed in August 2009. The DWP did not identify inundation areas on the TIF parcels, as shown on Exhibit 11. The DWP identifies two ditches within the studied parcels. One ditch is located along the southeast side of Marley Road conveying runoff to the northeast. The other ditch extends from the side of Parcel 2214400040, conveying runoff generally in the north direction through Parcels 2214400029 and

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2214400028. The flow from both ditches is conveyed to the Cal-Sag Channel, as shown on Exhibit 10.

Wetlands and Waters of the United States

The potential for wetlands and waters of the United States was reviewed for the study area. To complete this review, we evaluated the National Wetlands Inventory (Exhibit 3), aerial photographs, FIRM and soils maps, and for PINs 2214400029 and 2214400040 we have a copy of a wetland delineation that was completed for those properties by Bollinger Environmental in October 2021. For those two PINs, more than 80% of the sites are wetland.

On the remaining parcels, we anticipate that wetland vegetation is located within drainage swales, ponds, and associated with the IMC. Beyond those topographic low features, the sites are not encumbered with wetland.

Waters of the United States may exist on sites within drainage swales that are unvegetated and tributary to the IMC or other tributary waterway in the watershed.

The National Wetland Inventory (NWI) (Exhibit 3) which is from 1983 shows significant areas of wetland on the parcels, and the mapping is clearly outdated and does not provide useful information.

Exhibit 8 provides an approximate wetland delineation based on review of available information. The approximate acreages of wetland on each parcel are listed in the table on Page 4 below.

Soils

The United States Department of Agriculture (USDA) National Resources Conservation Service (NRCS) soils map, Exhibit 4, was reviewed to determine soil types on the properties. Like the NWI, the mapping is outdated and does not consider the significant amount of development in the study area. Natural soils on site are generally shallow and located on bedrock which is near the ground surface. Only parcels 2214400028, 2214400029, and 2214400040 contain mostly undisturbed soils that have not been mass graded and filled in the past.

We are aware that a high-pressure gas main is located on 2214400040 that the landowner is working with the gas company to relocate the main closer to Main Street. The main currently crosses the site diagonally though a dense wetland area. The gas company approached the owner for permission to relocate the main. Therefore, soils in vicinity of the main have been disturbed, as have the soils adjacent to Main Street from past grading activity.

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Soil types mapped on remaining sites are shown on Exhibit 4, but again this information is outdated and the bulk of the properties have been mass graded and filled in the past and have no virgin soils on site. These sites have been filled significantly resulting in much of the areas being well above their original contour.

Drainage

Utilizing the topographic information available from the Cook County Parcel Viewer, the general drainage is from south to north. Many parcels appear to have positive drainage either to a pond or a ditch. The exceptions are parcels 2214400028, 2214400029, 2214400040 and the west side of 2214400015. There are large depressional areas on these parcels that do not appear to have overland drainage and will pond runoff during rain events.

Chronic Flooding Assessment

As part of the Tax Increment Allocation Redevelopment Act, there is consideration given to areas that experience "chronic flooding". This is further defined as an area that is "*subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.*"

Portions of the parcels within the proposed TIF District meet the criterion of chronic flooding as indicated by either the presence of floodplain, wetland, and/or poor draining soils as summarized in the table below:

PIN	Parcel Area (Acres)	Percentage Wetland	Percentage Poor Soils
2214400005	2.2	21%	50%
2214400015	13.2	58%	60%
2214400028	3.9	88%	98%
2214400029	5.9	89%	95%
2214400040	21.6	87%	90%

The area for each PIN was obtained from the 2024 Cook County Historical Parcels, maintained by Cook County GIS with a modified date of 3/28/2025. The percentage of wetland was measured based on a desktop evaluation of available mapping resources overlaid on an aerial photo with PINs identified. The percentage of poor soils is based on the approximate wetland delineation, and a review of the available mapping.

Parcels cannot be developed without providing stormwater management, coordinating and permitting with the U.S. Army Corps of Engineers and MWRD (Cook County) for

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wetland impacts. The MWRD Watershed Management Ordinance (WMO), Sections 302, 603, 604, 605 and 606 specify the criteria for which developments must address wetland, riparian and buffer impacts. Article 5 of the WMO specifies the criteria for which developments require site runoff storage be provided, including depressional storage. If the existing release rate from the PINs shown in the table above is less than the allowable development release rate, additional storage is required to store development. Stormwater management facilities will need to be provided to make the parcels of the PINs listed in the table on Page 4, developable.

If you have any questions or comments, please contact us at (847) 823-0500.

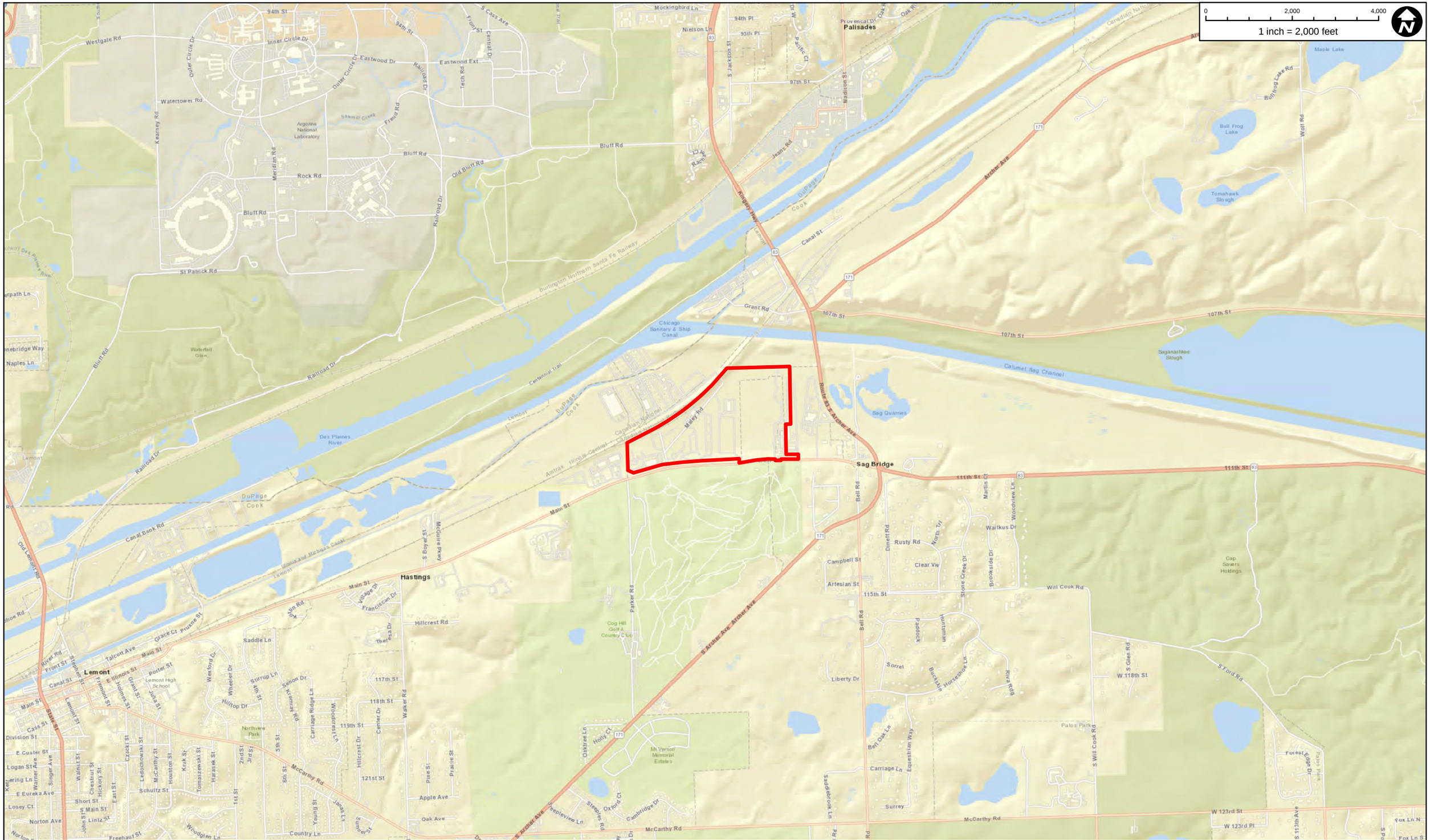
Sincerely,

Jedd M. Anderson, PWS, CPESC
Vice President

Thomas T. Burke, Jr., PhD, PE
Executive Vice President

TTB/JMA
N:\LEMONT\250477\Water\Docs\Lemont Proposed TIF Assessment 110325.docx

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Rosemont, Illinois 60018
(847)823-0500

CLIENT:

VILLAGE OF LEMONT

NO.	DATE	NATURE OF REVISION

DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/30/2025
FILE NAME	250477_LOC
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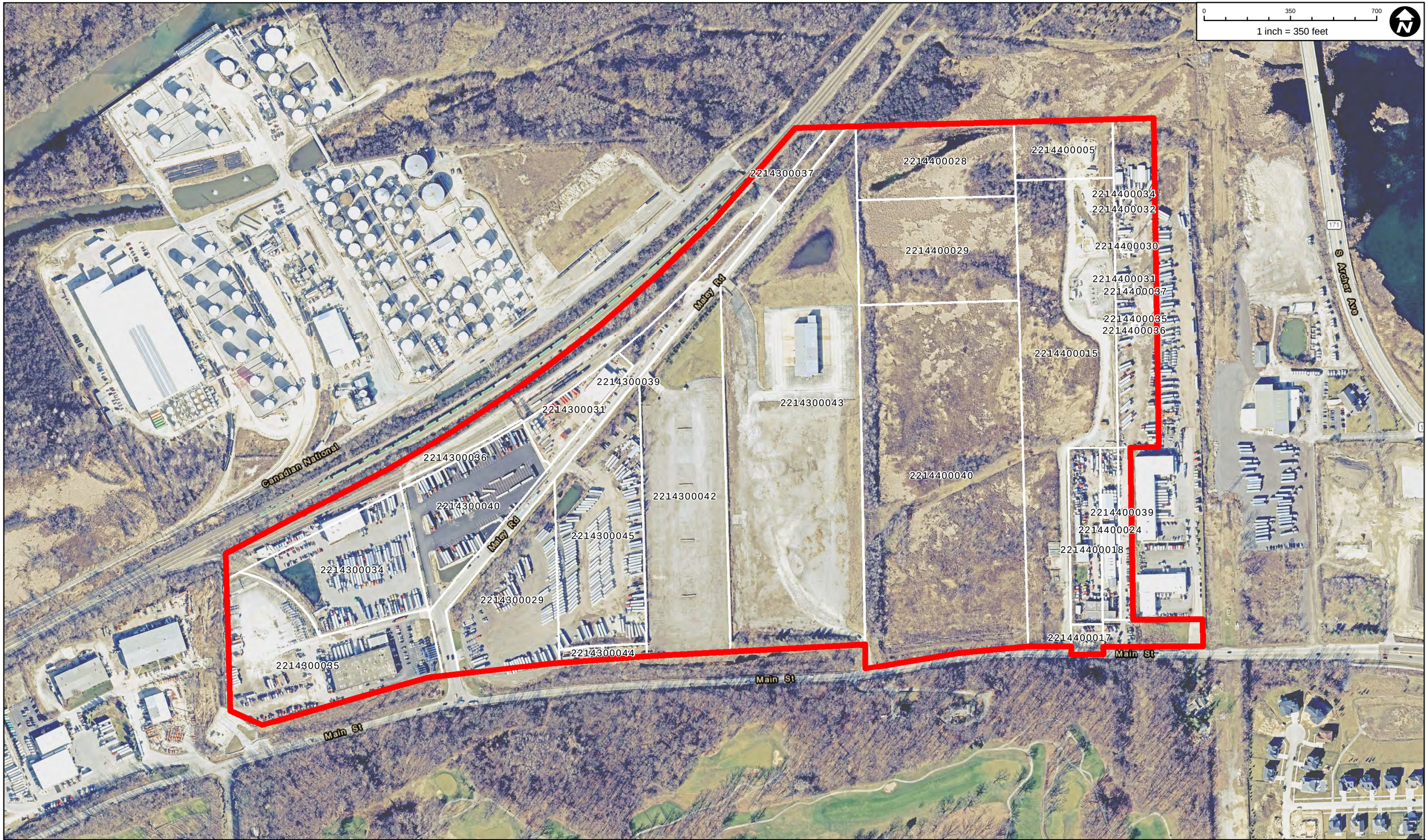
TITLE:

LOCATION MAP

PROJ# 25-0477

DATE: 10/30/2025

EXH 1



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DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/30/2025
FILE NAME	250477_PROPOSED TIF EXHIBIT PARCEL MAP
PATH	N:\LEMONT\250477\GIS\Exhibits\250477_PROPOSED TIF EXHIBIT PARCEL MAP.mxd

TITLE:

PROPOSED TIF EXHIBIT PARCEL MAP

PROJ# 25-0477
DATE: 10/30/2025

EXH 2

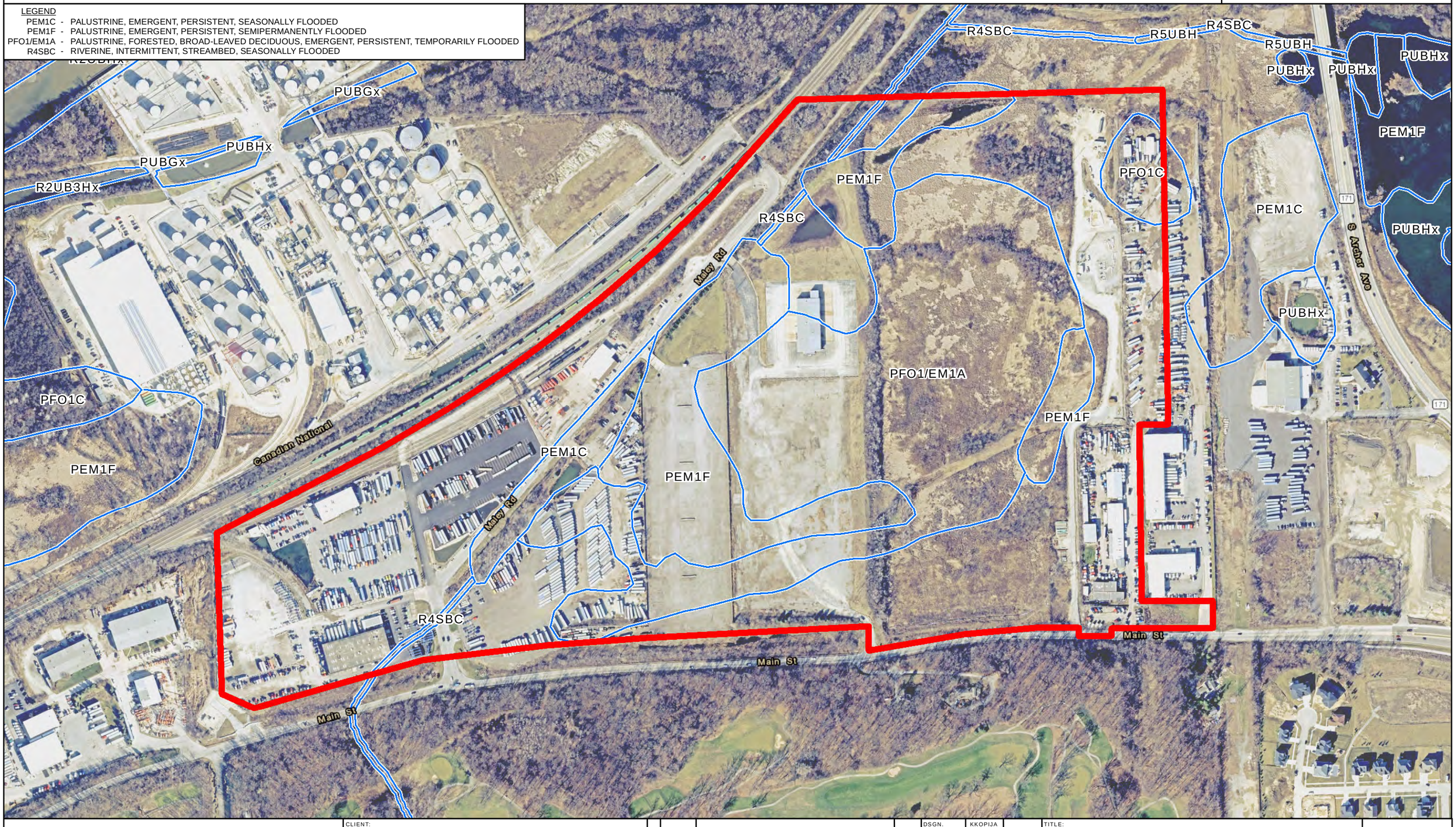
NOTE: TAKEN FROM THE NATIONAL WETLAND INVENTORY(NWI), SAG BRIDGE QUADRANGLE(1983)

0 350 700

1 inch = 350 feet

LEGEND

PEM1C - PALUSTRINE, EMERGENT, PERSISTENT, SEASONALLY FLOODED
PEM1F - PALUSTRINE, EMERGENT, PERSISTENT, SEMIPERMANENTLY FLOODED
PFO1/EM1A - PALUSTRINE, FORESTED, BROAD-LEAVED DECIDUOUS, EMERGENT, PERSISTENT, TEMPORARILY FLOODED
R4SBC - RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED



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NO.	DATE	NATURE OF REVISION

DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/30/2025
FILE NAME	250477_NWI
PATH	N:\LEMONT\250477\GIS\Exhibits\250477_NWI.mxd

TITLE:

NATIONAL WETLAND INVENTORY

PROJ# 25-0477
DATE: 10/30/2025

EXH 3

NOTE: TAKEN FROM THE SOIL SURVEY OF COOK COUNTY, ILLINOIS(2019)

0 350 700

1 inch = 350 feet

LEGEND

530F - OZAUKEE SILT LOAM
696D2 - ZURICH SILT LOAM, ERODED
969E2 - CASCO-RODMAN COMPLEX, ERODED
969F - CASCO-RODMAN COMPLEX
1516A - FAXON SILTY CLAY LOAM, UNDRAINED, FREQUENTLY FLOODED, HYDRIC
3316A - ROMEO SILT LOAM, FREQUENTLY FLOODED

Poor Soils

Canadian National

Maley Rd

Main St

S Archer Ave

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NO.	DATE	NATURE OF REVISION

DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/16/2025
FILE NAME	250477_SOILS
PATH	N:\LEMONT\250477\GIS\Exhibits\250477_SOILS.mxd

TITLE: SOIL SURVEY

PROJ# 25-0477

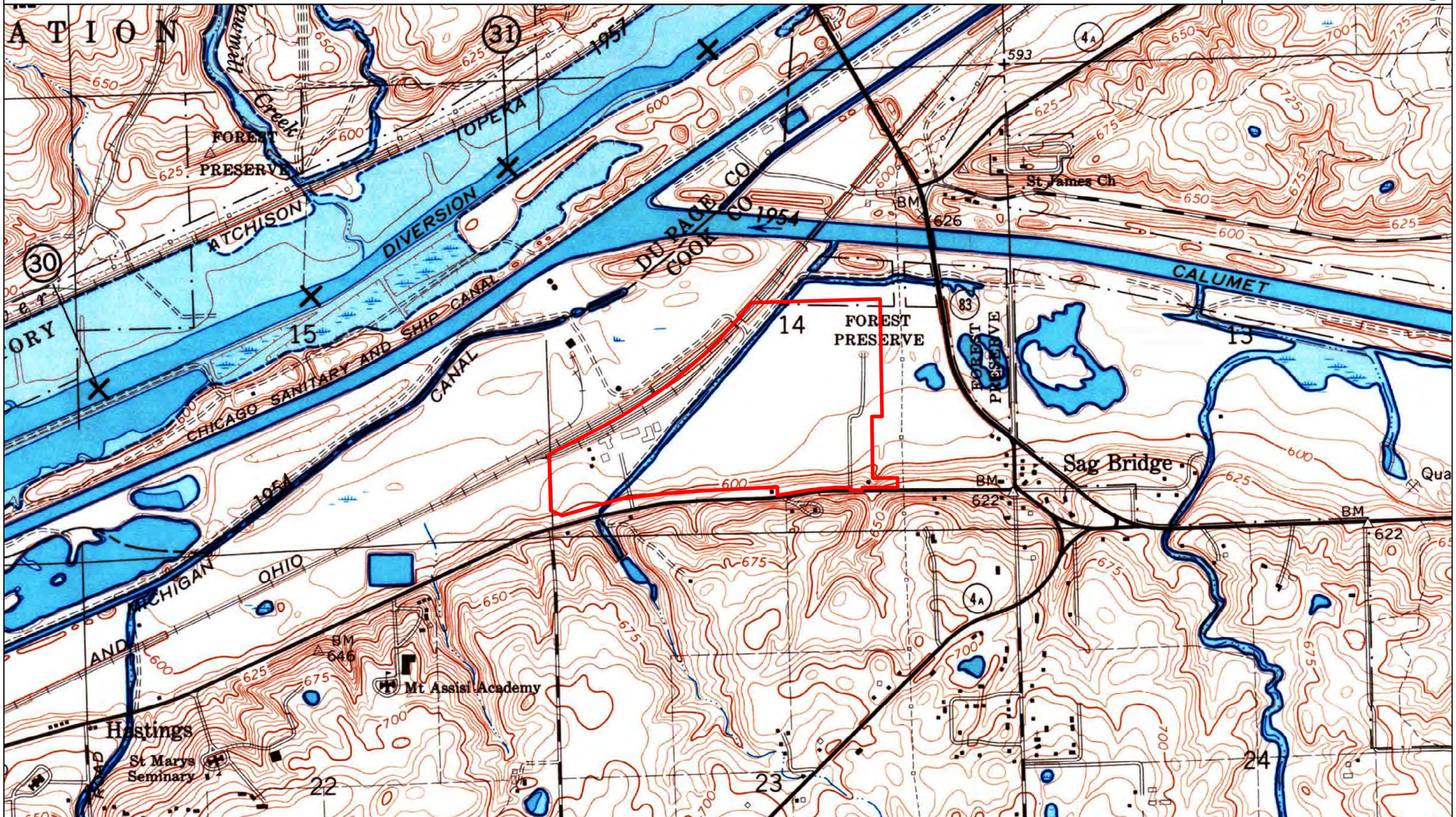
DATE: 10/16/2025

EXH 3

NOTE: TAKEN FROM THE HYDROLOGIC ATLAS(HA), SAG BRIDGE QUADRANGLE(1964)

0 1,000 2,000

1 inch = 1,000 feet



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DSGN.	KKOPIJA
DWN:	KEK
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SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/30/2025
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TITLE:

HYDROLOGIC ATLAS

PROJ# 25-0477

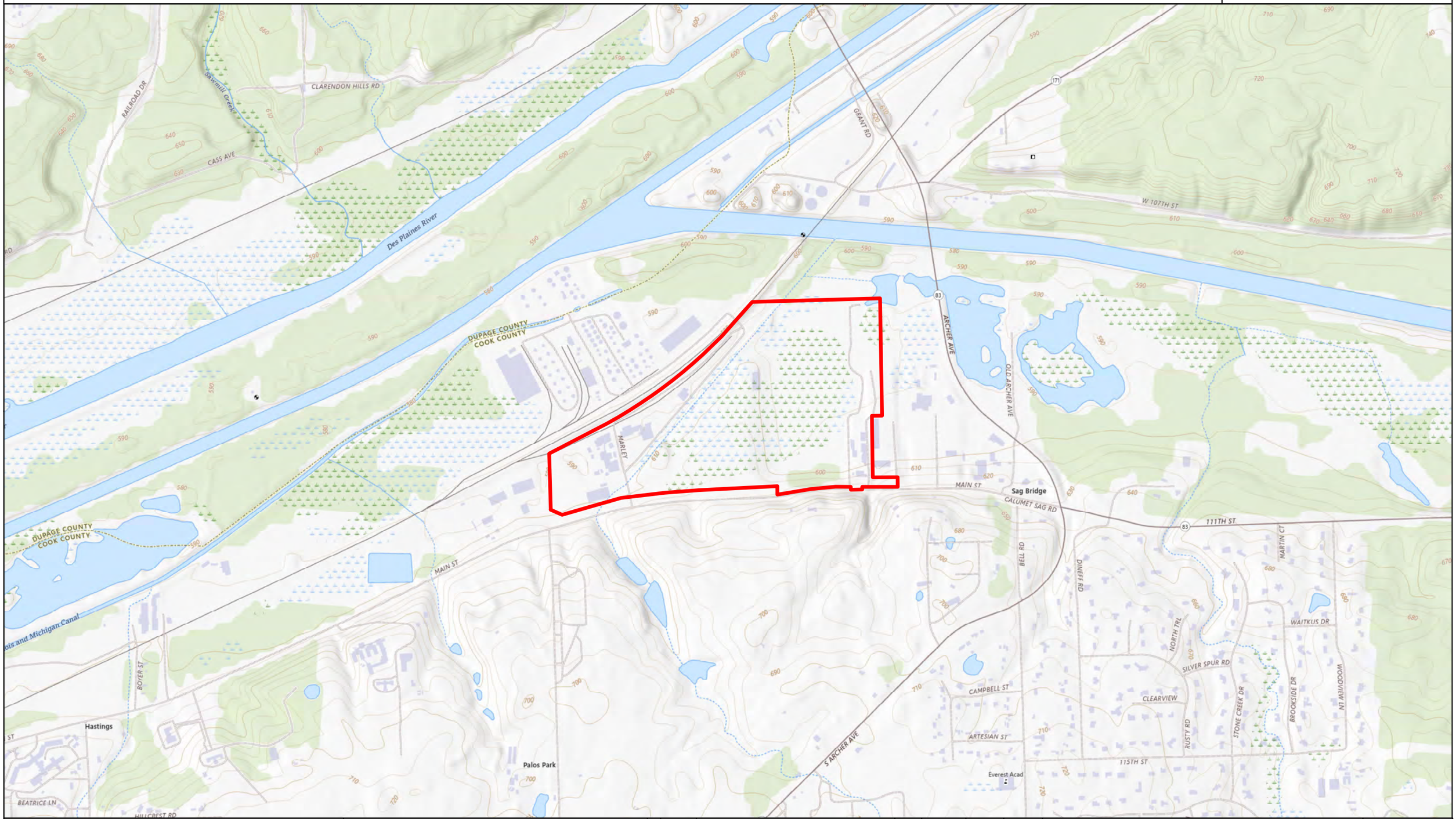
DATE: 10/30/2025

EXH 5

NOTE: TAKEN FROM THE UNITED STATES GEOLOGICAL SURVEY(USGS), SAG BRIDGE QUADRANGLE(2025)

0 1,000 2,000

1 inch = 1,000 feet



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DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/30/2025
FILE NAME	250477_USGS
PATH	N:\LEMONT\250477\GIS\Exhibits\250477_USGS.mxd

TITLE:

UNITED STATES GEOLOGICAL SURVEY

PROJ# 25-0477

DATE: 10/30/2025

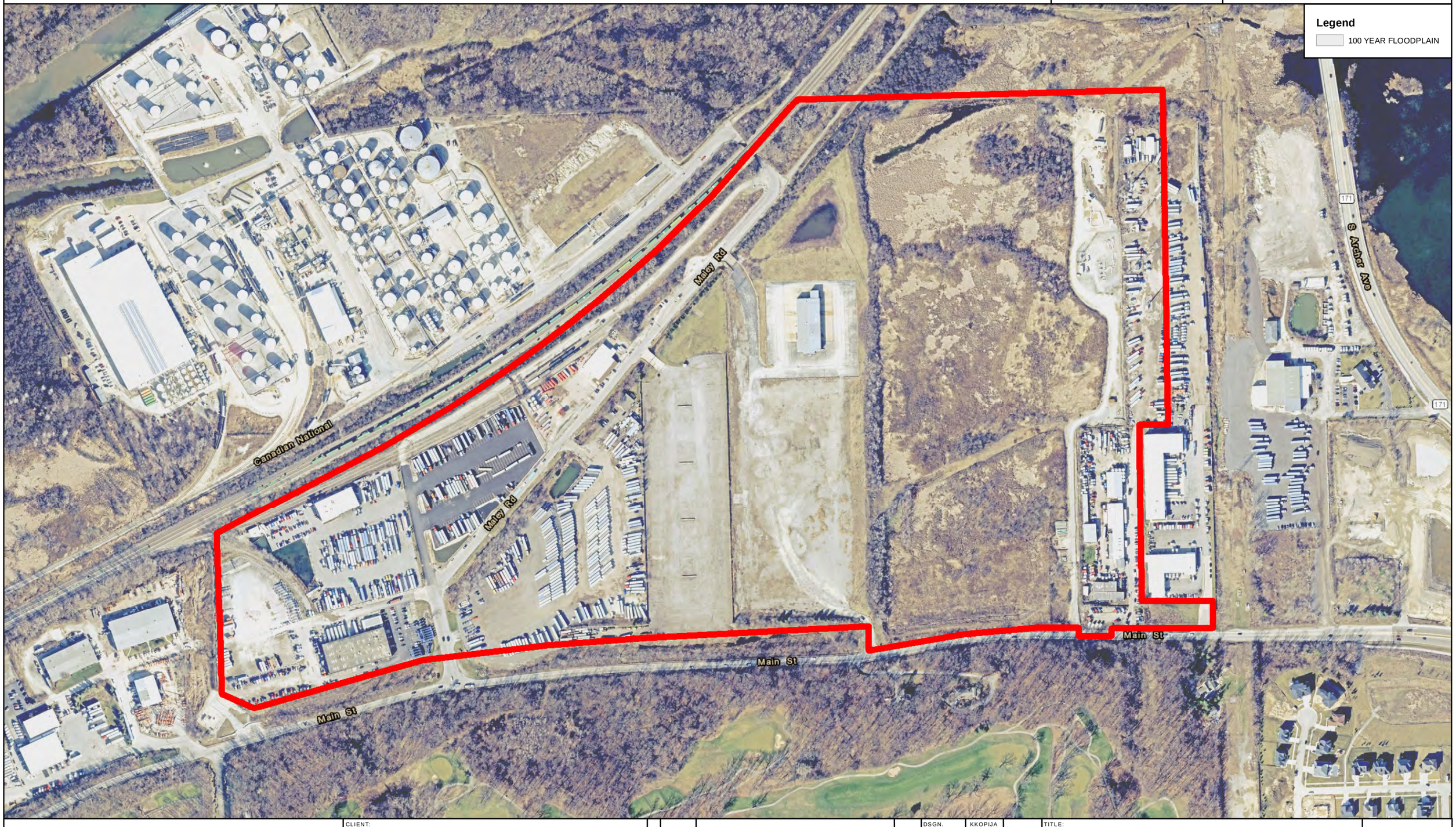
EXH 6

NOTE: TAKEN FROM THE FLOOD INSURANCE RATE MAP(FIRM), COOK COUNTY AND INCORPORATED AREAS, ILLINOIS, MAP NUMBER 17031C0579J, EFFECTIVE DATE: AUGUST 19, 2008

NO FLOODPLAIN MAPPED ON-SITE

0 350 700

1 inch = 350 feet



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DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/30/2025

FILE NAME	250477_FIRM
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TITLE:

FLOOD INSURANCE RATE MAP

PROJ# 25-0477

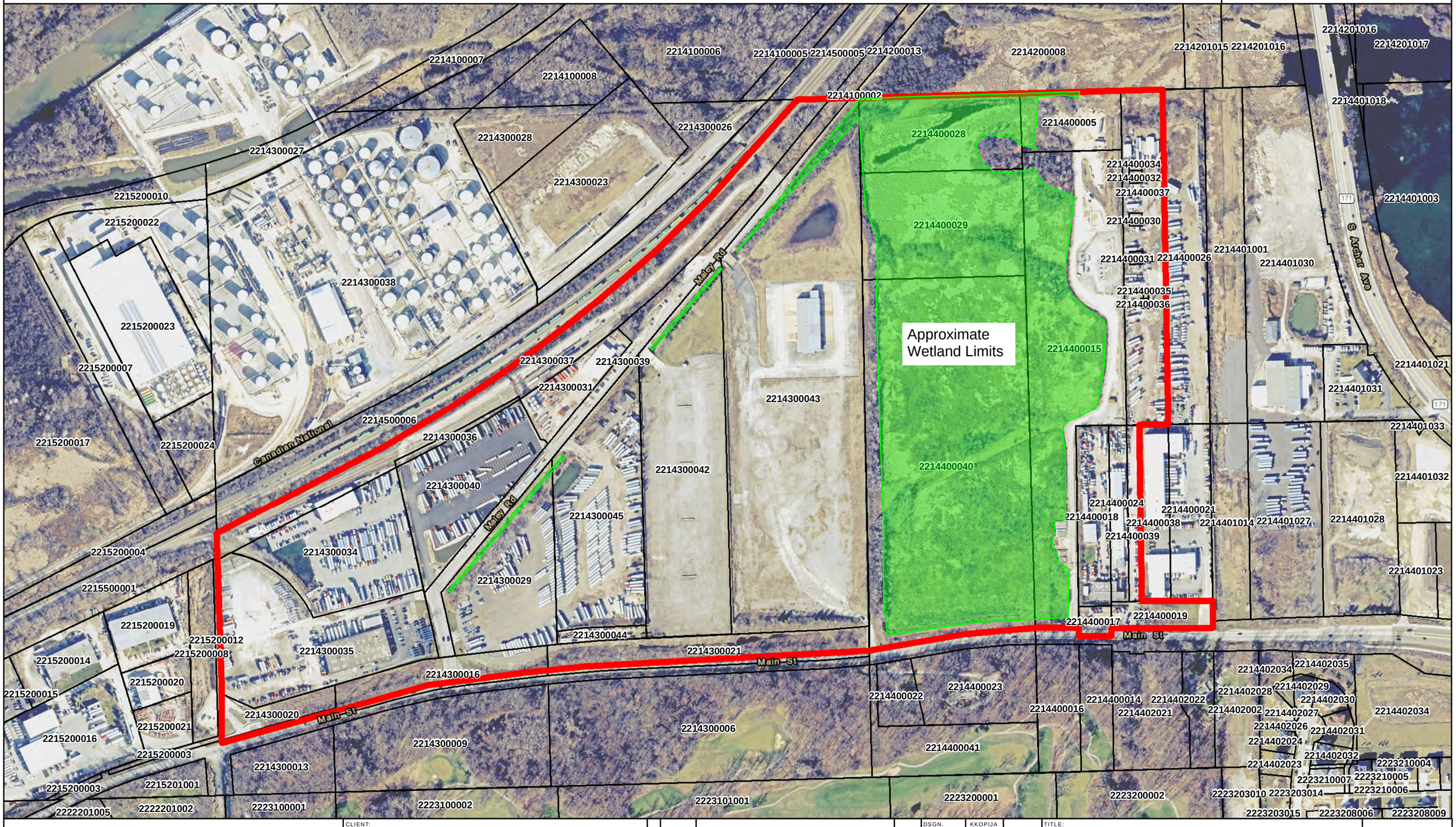
DATE: 10/30/2025

EXH 7

NOTE: AERIAL PHOTOGRAPH TAKEN FROM COOK COUNTY ORTHO(2024)

0 350 700

1 inch = 350 feet



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NO.	DATE	NATURE OF REVISION

DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/16/2025
FILE NAME	250477_AWD
PATH	N:\LEMONT\250477\GIS\Exhibits\250477_AWD.mxd

TITLE:

APPROXIMATE WETLAND DELINEATION

PROJ# 25-0477

DATE: 10/16/2025

EXH 7

LEGEND

DRAINAGE PATTERN

0 350 700

1 inch = 350 feet

2214400028
2214400005
2214400034
2214400032
2214400037
2214400029
2214400030
2214400031
2214400035
2214400036
2214400015
2214400040
2214400024
2214400018
2214400039
2214400017
2214300037
2214300039
2214300031
2214300043
2214300036
2214300042
2214300040
2214300045
2214300034
2214300029
2214300044
2214300035
Maley Rd
Canadian National
S Archer Ave
171
Main St

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NO.	DATE	NATURE OF REVISION

DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/30/2025

FILE NAME	250477_CONTOURS
PATH	N:\LEMONT\250477\GIS\Exhibits\250477_CONTOURS.mxd

TITLE:

COOK COUNTY 1' CONTOURS

PROJ# 25-0477
DATE: 10/30/2025

EXH 9

Legend

- STUDY AREA
- COUNTY PARCELS

Watersheds

- Calumet-Sag Channel
- Des Plaines River
- Hickory Creek

0 2,500 5,000

1 inch = 2,500 feet

N

DES PLAINES RIVER

Des Plaines River Reach No. 1 (DPDP)

FLAG CREEK

DES PLAINES RIVER

Des Plaines River (DPDP)

CHICAGO SANITARY DRAINAGE AND SHIP CANAL

Chicago Sanitary Drainage and Ship Canal

Illinois and Michigan Canal

CALUMET-SAG CHANNEL

NP

CALUMET-SAG CHANNEL

CALUMET-SAG CHANNEL TRIBUTARY A

ILLINOIS AND MICHIGAN CANAL TRIBUTARY B

ILLINOIS AND MICHIGAN CANAL

ILLINOIS AND MICHIGAN CANAL TRIBUTARY B

SOUTH DUNDEE ROAD

HICKORY CREEK

HICKORY CREEK

HICKORY CREEK

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NO.	DATE	NATURE OF REVISION

DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/31/2025
FILE NAME	250477_COOK COUNTY WATERSHED MAP
PATH	N:\LEMONT\250477\GIS\Exhibits\250477_COOK COUNTY WATERSHED MAP.mxd

TITLE: COOK COUNTY WATERSHED MAP

PROJ# 25-0477

DATE: 10/31/2025

EXH 10

IMCA-1
Increase culvert conveyance capacity

IMCA-1
Construct new outlet to Sanitary and Ship Canal

I&M Canal Subwatershed

I&M 3 Subwatershed

Cal-Sag 2 Subwatershed

I&M 2 Subwatershed

Cal-Sag 1 Subwatershed

Cal-Sag Trib A Subwatershed

Sanitary Ship Canal Subwatershed

Castle Bowl Subwatershed

I&M Trib B&C Subwatershed

VILLAGE OF LEMONT

I&M 1 Subwatershed

I&M Trib A Subwatershed

Tampier Slough Subwatershed

MPA48

MPA6

MPA47

LT1

LT4

LE1

LT3

Lemont Rd

Main St

Stephen St

New Ave

McCarthy Rd

127th St

State St

131st St

Bell Rd

107th St

LEGEND

Problem Type

Regional
- Bank Erosion
- Maintenance
- Overbank Flooding
- Pavement Flooding
- Ponding
- Storm Sewer Flow Restriction

Local
- Bank Erosion
- Maintenance
- Overbank Flooding
- Pavement Flooding
- Ponding
- Storm Sewer Flow Restriction

- Problem Area Identified Through Modeling
- Project Alternative Location
- Candidate Structure(s) for Floodproofing/Acquisition
- DWP 100-year Inundation Area
- Not Modeled in DWP

FEMA Floodplain
- Zone A, AH and AO
- Zone AE

- Calumet-Sag Channel Watershed Boundary
- Subwatershed Boundary
- River/Stream

Roadway
- Interstate
- US Highway
- Major Road
- Road
- Municipal Boundary
- Cook County Boundary

Figure 2.11.1

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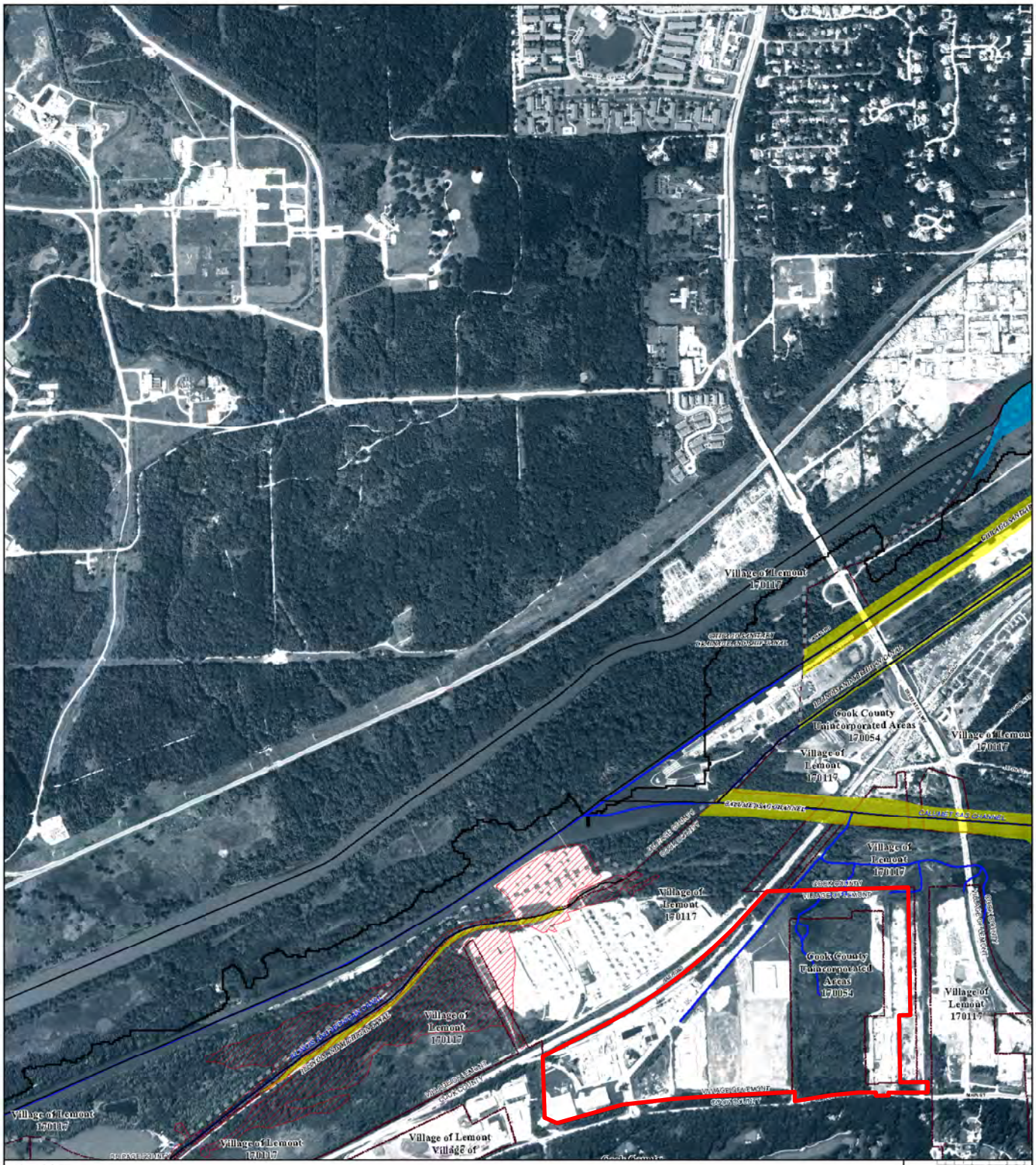
NO.	DATE	NATURE OF REVISION

DSGN.	KKOPIJA
DWN:	KEK
CHKD.	JMA
SCALE:	1:0
MODEL:	ArcGIS 10
PLOT DATE	10/31/2025
FILE NAME	EX 11 TRIBUTARY OVERVIEW
PATH	N:\LEMONT\250477\GIS\Exhibits\EX 11 TRIBUTARY OVERVIEW.mxd

TITLE: TRIBUTARY OVERVIEW FROM MWRD CALUMET-SAG CHANNEL DWP

PROJ# 25-0477
DATE: 10/31/2025

EXH 11


Village of Lemont 170117
Cook County Unincorporated Areas 170054
Village of Lemont 170117
Village of Lemont 170117
Village of Lemont 170117
Village of Lemont 170117
Cook County Unincorporated Areas 170054
Village of Lemont 170117
Village of Lemont 170117
Village of Lemont 170117
Village of Lemont 170117

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator
SUBJECT:	An Ordinance of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, Designating the Main & Maley Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act
DATE:	February 23, 2026

SUMMARY/BACKGROUND
The Village of Lemont is proposing the creation of a new Tax Increment Financing (TIF) District to assist in the redevelopment and modernization of an aging industrial area located near Main Street and Maley Road. The proposed redevelopment project area includes industrial and vacant properties that meet statutory eligibility criteria under the Tax Increment Allocation Redevelopment Act.

ANALYSIS
Following the required public hearing and Joint Review Board process, the Village has determined that the Main & Maley area qualifies in part as a Conservation Area and in part as a Blighted Vacant Area. The designation ordinance formally establishes the redevelopment project area boundary and sets the initial equalized assessed value year in accordance with the Act. The proposed TIF designation is consistent with the Village's adopted strategic planning and long-range land use policies.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approval of the attached ordinance.

BOARD ACTION REQUESTED
Motion to approve ordinance.

ATTACHMENTS
An Ordinance Designating the Main & Maley Redevelopment Project Area in the Village of Lemont, Cook, Will and DuPage Counties, Illinois

VILLAGE OF LEMONT

COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER ___

AN ORDINANCE DESIGNATING THE MAIN & MALEY REDEVELOPMENT PROJECT AREA IN THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS

JOHN EGOFSKE
Village President

CHARLENE M. SMOLLEN
Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

ORDINANCE NO. ____

AN ORDINANCE DESIGNATING THE MAIN & MALEY REDEVELOPMENT PROJECT AREA IN THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the Mayor and Board of Trustees (the "Board") of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois (the "Village") has passed an ordinance entitled "An Ordinance Approving the Main & Maley Tax Increment Financing Redevelopment Plan and Project in the Village of Lemont, Counties of Cook, Will and DuPage, Illinois"; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (the "Act") allows municipalities to find and declare that blighted areas exist within their corporate limits and designate such areas as redevelopment project areas; and

WHEREAS, the Board hereby finds and determines that the Main & Maley Redevelopment Project Area is a blighted area under the Act for the reasons described in the Main & Maley Redevelopment Project Area Plan and Program prepared by Ryan, LLC with the Village.

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

Section 1

That the above preambles are hereby declared to be true and are adopted as findings of the Board.

Section 2

That the property depicted on Exhibit A attached hereto and legally described in Exhibit B attached hereto is hereby designated the Main & Maley Redevelopment Project Area.

Section 3

A certified copy of this ordinance shall be filed with the Cook County Clerk.

Section 4

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 5

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Section 6

This ordinance shall be immediately in full force and effect after passage and approval.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF FEBRUARY, 2026.

MAYOR AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Mayor

ATTEST:

_____
Charlene M. Smollen, Village Clerk

EXHIBIT A

Legal Description and PINS of Village of Lemont
Main & Maley Redevelopment Project Area

Commencing at the intersection of the north line of PIN 22-14-300-037 with the west line of the West ½ Southwest ¼ of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois; thence northeasterly along the north line of PIN 22-14-300-037 to the north line of the East ½ of the Southwest ¼ of said Section 14; thence easterly to the east line of PIN 22-14-400-037; thence south to the south line of PIN 22-14-400-037; thence west to the east line of PIN 22-14-400-039; thence south to the south line of PIN 22-14-400-039; thence east to the east line of the West ½ of the Southeast ¼ of said Section 14; thence south to the south line of PIN 22-14-400-019; thence west to the east line of PIN 22-14-400-017; thence south to the south line of PIN 22-14-400-017; thence west along the south line of PIN 22-14-400-017 to the west line of PIN 22-14-400-017; thence north to the north line of Chicago-Joliet Road; thence westerly along the north line of Chicago-Joliet Road to the east line of PIN 22-14-300-021; thence north to the north line of PIN 22-14-300-021; thence westerly along the north line of PIN 22-14-300-021 to the east line of PIN 22-14-300-016; thence westerly along the north line of PIN 22-14-300-016 and PIN 22-14-300-020 to the west line of the West ½ Southwest ¼ of said Section 14; thence north along said west line of the West ½ Southwest ¼ of said Section 14, to the point of beginning, in Cook County, Illinois.

22-14-300-029-0000
22-14-300-031-0000
22-14-300-034-0000
22-14-300-035-0000
22-14-300-036-0000
22-14-300-037-0000
22-14-300-039-0000
22-14-300-040-0000
22-14-300-042-0000
22-14-300-043-0000
22-14-300-044-0000
22-14-300-045-0000
22-14-400-005-0000
22-14-400-015-0000
22-14-400-017-0000
22-14-400-018-0000
22-14-400-019-0000
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22-14-400-040-0000

2024 Tax Map
Page 2214E
37-11-14E

© 2024 Cook County, Illinois

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Rec. Doc. 9999999999

Cook County, Illinois
W½ SW¼ Section 14 - 37 - 11
LEMONT

Cook County, Illinois
E½ SW¼ Section 14 - 37 - 11
LEMONT

Cook County, Illinois
W½ SE¼ Section 14 - 37 - 11
LEMONT

MAIN & MALEY REDEVELOPMENT PROJECT AREA

EXHIBIT B

418 Main Street | Lemont, IL 60439

TO:	Village Board Meeting
FROM:	Jason Berry, Community Development
THROUGH:	George Schafer, Village Administrator
SUBJECT:	An Ordinance of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, Adopting Tax Increment Allocation Financing for the Main & Maley Redevelopment Project Area
DATE:	February 23, 2026

SUMMARY/BACKGROUND
The Village of Lemont is proposing the adoption of tax increment allocation financing for the Main & Maley Redevelopment Project Area to support public infrastructure improvements and redevelopment efforts within the designated project area.

ANALYSIS
Upon adoption of the redevelopment plan and designation of the redevelopment project area, the Tax Increment Allocation Redevelopment Act permits the Village to adopt tax increment financing for the project area. Adoption of this ordinance establishes the special tax allocation fund and authorizes the allocation of incremental property tax revenues for eligible redevelopment project costs. The use of tax increment financing will allow the Village to address infrastructure constraints and support coordinated reinvestment within this industrial area.

Consistency with Village Policy
Lemont 2030 Comprehensive Plan

STAFF RECOMMENDATION
Approval of the attached ordinance.

BOARD ACTION REQUESTED
Motion to approve ordinance.

ATTACHMENTS
An Ordinance Adopting Tax Increment Allocation Financing for the Main & Maley Redevelopment Project Area in the Village of Lemont, Cook, Will and DuPage Counties, Illinois

VILLAGE OF LEMONT

COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS

ORDINANCE

NUMBER ____

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE MAIN & MALEY REDEVELOPMENT PROJECT AREA IN THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS

JOHN EGOFSKE
Village President

CHARLENE M. SMOLLEN
Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

ORDINANCE NO. ____

AN ORDINANCE ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE MAIN & MALEY REDEVELOPMENT PROJECT AREA IN THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS

WHEREAS, the Mayor and Board of Trustees (the "Board") of Village of Lemont, Counties of Cook, Will and DuPage, Illinois (the "Village") has passed an ordinance entitled "An Ordinance Approving the Main & Maley Tax Increment Financing Redevelopment Plan and Project in the Village of Lemont" (the "Redevelopment Plan"); and

WHEREAS, the Board has passed an ordinance entitled "An Ordinance Designating the Main & Maley Redevelopment Project Area in the Village of Lemont" (the "Redevelopment Project Area"); and

WHEREAS, the Village desires to adopt an *ad valorem* tax increment allocation financing program in accordance with the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the "Act") to pay for redevelopment project costs incurred in carrying out the Redevelopment Plan within the Redevelopment Project Area.

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

Section 1

That the above preambles are hereby declared to be true and are adopted as findings of the Board.

Section 2

Tax increment allocation financing is hereby adopted for the Redevelopment Project Area.

Section 3

The *ad valorem* taxes arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts, and tax rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the Act each year after the effective date of this Ordinance until redevelopment project costs and all obligations incurred in the payment thereof have been paid, shall be divided as follows:

That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized

assessed value of each such taxable lot, block, tract or parcel in the Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Treasurers to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area shall be allocated to and when collected shall be paid to the Treasurer who shall deposit said taxes into a special fund called the Special Tax Allocation Fund for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

Section 4

The Special Tax Allocation Fund is pledged for the payment of redevelopment project costs and any obligations incurred in the payment thereof.

Section 5

Upon the payment of all redevelopment project costs, retirement of obligations and the distribution of any excess monies, the Village shall pass an ordinance dissolving the Special Tax Allocation Fund and terminating the designation of the Redevelopment Project Area.

Section 6

A certified copy of this ordinance shall be filed with the Cook County Clerk.

Section 7

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 8

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Section 9

This ordinance shall be immediately in full force and effect after passage and approval.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 23rd DAY OF FEBRUARY, 2026.

MAYOR AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____
John Egofske, Mayor

ATTEST:

_____
Charlene M. Smollen, Village Clerk

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 2026 MFT Resurfacing Design Engineering
DATE: February 23, 2026

SUMMARY/BACKGROUND
HR Green is assisting the Village with design engineering services for the yearly MFT Roadway Resurfacing project. The total lump sum, not to exceed fee for the project is $75,000.00.

As outlined in the Agreement the streets included in this project will be:

- Logan Street - East Street to Czacki Street
- Forest Lane - Keepataw Drive to Cul De Sac
- Keepataw Lane - Keepataw Drive to Cul De Sac
- Briarcliffe Drive - 127th Street to Province Drive
- Thornberry Drive - 127th Street to Province Drive
- Province Drive - Briarcliffe Drive to Thornberry Drive
- Stratton Drive - Province Drive to Thornberry Drive
- Wilshire Court - Briarcliffe Drive to Cul De Sac
- Windsor Court - Briarcliffe Drive to Cul De Sac
- Sterling Drive - Briarcliffe Drive to Dead End

ANALYSIS

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 2026 MFT Resurfacing Design Engineering

BOARD ACTION REQUESTED
Pass Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 2026 MFT Resurfacing Design Engineering

ATTACHMENTS
A Resolution Approving Professional Services Agreement Between HR Green, Inc. and Village of Lemont, Illinois for 2026 MFT Resurfacing Design Engineering.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-26

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR 2026 MFT RESURFACING DESIGN ENGINEERING

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2026

RESOLUTION NO. R-_____-26

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR 2026 MFT RESURFACING DESIGN ENGINEERING

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 benefits of the residents of the Village; and

WHEREAS, the Village and HR Green, Inc. wish to enter a professional services agreement 2026 MFT Resurfacing Design Engineering as further outlined in the professional services agreement attached hereto 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 attached hereto as Exhibit A.

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

SECTION 1:

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 Agreement with HR Green, Inc. in substantially the same form as attached hereto as **Exhibit A**, subject to attorney review.

SECTION 3:

The Mayor and Clerk are hereby authorized, respectively, to execute the Agreement with HR Green, Inc.

SECTION 4:

This Resolution, and its parts, are declared to be severable and any section, subsection, sentence, clause, provision, or portion of this Resolution that is declared invalid such decision shall not affect the validity of any other portion of this Resolution, which shall remain in full force and effect.

SECTION 5:

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Professional Services Agreement for 2026 MFT Resurfacing Design Engineering

PROFESSIONAL SERVICES AGREEMENT

For

Lemont, IL - 2026 MFT Resurfacing
Design Engineering

Village of Lemont
Mr. George Schafer
Village Administrator
418 Main Street
Lemont, IL 60439
Ph: 630.257.1550

Bruce A. Hill, PE
Municipal Executive – Municipal Services Engineering
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
Ph: 815.462.9324

Project No. 2503275

February 4, 2026

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2.0 SCOPE OF SERVICES

3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES

5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the Village of Lemont (hereafter “CLIENT”) and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The project is located on various roadways within the jurisdiction of the CLIENT. The improvement will consist of asphalt pavement resurfacing, pavement patching, concrete curb removal and replacement, sidewalk removal and replacement, and miscellaneous items to complete the project. The following roadways will be a part of the project:

a. Logan Street – East Street to Czacki Street
b. Forest Lane – Keepataw Drive to Cul de sac
c. Keepataw Lane – Keepataw Drive to Cul de sac
d. Briarcliffe Drive – 127th Street to Province Drive
e. Thornberry Drive – 127th Street to Province Drive
f. Province Drive – Briarcliffe Drive to Thornberry Drive
g. Stratton Drive – Province Drive to Thornberry Drive
h. Wilshire Court – Briarcliffe Drive to Cul de sac
i. Windsor Court – Briarcliffe Drive to Cul de sac
j. Sterling Drive – Briarcliffe Drive to Dead End

The improvement will consist of asphalt pavement resurfacing, pavement patching, concrete curb removal and replacement, sidewalk removal and replacement, and miscellaneous items to complete the project.

COMPANY understands that the CLIENT requires Preliminary Engineering and Construction Engineering services for the proposed improvements. A separate Construction Engineering services proposal will be prepared after the project has been awarded.

This work will include Preliminary Engineering tasks required for the preparation of proposal documents, quantities of work, typical sections, construction details, project specifications, construction cost estimates, preparation of proposal booklet for bidding, and all other related work necessary to complete the proposal documents. Preparation of Preliminary Engineering documents will follow CLIENT and Illinois Department of Transportation (IDOT) MFT standards and procedures.

1.2 Design Criteria/Assumptions

The engineering and contract documents will be developed according to the applicable requirements within the following design guidelines:

a) Bureau of Local Roads and Streets (BLR) Manual; and
b) Village ordinances (as applicable).

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 PRELIMINARY/DESIGN ENGINEERING

A. Initial Kickoff Meeting

COMPANY and the CLIENT will meet to ascertain that the scope of services is clearly defined to maintain the project schedule.

B. Roadway Design

COMPANY will perform a thorough field evaluation of the streets to be improved. The field evaluation will obtain measurements and define the pavement improvement strategy. Roadway typical sections, location maps, and construction details will be developed showing resurfacing limits and related improvements. COMPANY will also put together grading plan sheets for those that require a more detailed treatment than resurfacing (i.e. widening, roadway extension, or any specific areas that need grading assistance). COMPANY will coordinate with the CLIENT to design a Hot Mix Asphalt (HMA) pavement that meets CLIENT and IDOT standards.

Roadway Design will include all of the streets mentioned above.

C. Special Provisions

COMPANY will prepare contract special provisions for the project. The document will include Supplemental, Recurring, BLR, BDE, and project specific special provisions, as necessary. The project specific special provisions will be written to cover any items not covered by the Standard Specifications for Road and Bridge Construction.

D. Maintenance of Traffic

An analysis of how the proposed improvements will be constructed and the maintenance of traffic and facilities will be discussed with the CLIENT. It is assumed applicable IDOT Highway Standards will be used for traffic control and protection during construction.

It is anticipated that construction may require day-time lane closures. Maintenance of traffic specifications and notes will identify and define the allowable contractor operations, and the required traffic control devices will be included in the bidding documents. Construction sequencing procedures will be detailed in the plans and specifications to ensure that temporary access to driveways are provided at the end of each work day.

E. Construction Cost Estimates

Opinions of probable construction cost will be developed and refined throughout the design process so that the CLIENT has the latest cost estimate. These costs will be determined using pay items and the latest historical unit prices available for the area.

F. Bidding Assistance and Recommendation to Award

COMPANY will prepare the Computer Data form and schedule the advertisement dates though IDOT as well as the local newspaper. COMPANY will prepare reproducible plans and bidding documents and respond to questions during the bidding process.

At the bid opening, COMPANY will open and read aloud the results of each Contractor's bid and announce an apparent low bidder. Following the bid opening, COMPANY will examine the bid documents and perform calculation checks of each Contractor to confirm the low bidder and generate bid tabulations. Subsequently, COMPANY will coordinate with the low bidder and obtain the executed Contract and Contract Bond documents from the Contractor. COMPANY will combine and prepare the completed Contract documents and submit to CLIENT for execution and approval from the Board.

3.0 Deliverables and Schedules Included in this Agreement

1. Notice to Proceed – NTP ..... February 15, 2026
2. Final Documents ..... March 20, 2026
3. CLIENT Bid opening ..... April 3, 2026
4. CLIENT Council award contract ..... April 13, 2026
5. Contractor Start (Anticipated – T.B.D.) .....June 1, 2026
6. Project Completion Date .....October 2026

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT (an additional agreement will be proposed once the low bidder has established their project schedule):

- Plat of Survey
- Plat of Dedication/Easement
- Construction Layout Services
- Construction Observation Services
- Other Construction Engineering Related Services
- Record Drawings

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Seeco Consultants, Inc. – LPC 662/663 & any preliminary cores that are needed.

6.0 Client Responsibilities

- Provide Street Locations prior to initial design.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump Sum Amount of $75,000.00.

8.0 Terms and Conditions

This Agreement is an addendum to and is considered part of the Master Agreement between CLIENT and COMPANY. All terms and conditions contained in that agreement apply to this Agreement.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Bruce A. Hill
Title: Municipal Executive – Municipal Services – Engineering Date: February 4, 2026

Approved by:
Printed/Typed Name: Timothy J. Hartnett
Title: President – Municipal Services Date: February 4, 2026

VILLAGE OF LEMONT

Accepted by: _____
Printed/Typed Name: George Schafer
Title: Village Administrator Date: _____

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418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving Award of Contract PW Annex Storage Barn
DATE: February 23, 2026

SUMMARY/BACKGROUND
Five (5) bids were received on February 13, 2026 at 10:00 a.m. for the PW Annex Storage Barn project. The low bid was submitted by EP Doyle and Son, 1100 Wheaton Oaks Court, Wheaton, IL 60187 in the amount of $2,480,655.00.

As discussed at the August 2025 COW meeting, the project consists of a 12,000 SF building with mezzanine and attached office.

ANALYSIS
This project is consistent with the Village's 5-year Capital Plan. $500,000 has been budgeted in FY26 to start the project, with the remaining budgeted in FY27.

Consistency with Village Policy
5-Year Capital Improvement Plan (if applicable)

STAFF RECOMMENDATION
Pass a Resolution Approving Award of Contract PW Annex Storage Barn

BOARD ACTION REQUESTED
Pass a Resolution Approving Award of Contract PW Annex Storage Barn

ATTACHMENTS
A Resolution Approving Award of Contract PW Annex Storage Barn.pdf

VILLAGE OF LEMONT

RESOLUTION
NUMBER R-___-26

**A RESOLUTION APPROVING AWARD OF CONTRACT
PW ANNEX STORAGE BARN**

JOHN EGOFSKE, Village President
CHARLENE M. SMOLLEN, Clerk

SAMUEL J. FORZLEY
JANELLE KITTRIDGE
KEN MCCLAFFERTY
KEVIN SHAUGHNESSY
RICK SNIEGOWSKI
RON STAPLETON
Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on __-__-2026

RESOLUTION NO. R-_____-26

A RESOLUTION APPROVING AWARD OF CONTRACT
PW ANNEX STORAGE BARN

WHEREAS the Village of Lemont requires that the PW Annex Storage Barn project be completed; and

WHEREAS, the Village seeks to utilize the services of EP Doyle & Son for such work; and

WHEREAS, EP Doyle & Son, 1100 Wheaton Oaks Court, Wheaton, IL 60187, submitted a low bid for such work in the amount of $2,480,655.00.

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

SECTION 1:

The agreement attached hereto as Exhibit A is hereby approved.

SECTION 2:

The Village Administrator is hereby authorized to execute the agreement and to make minor changes to the document prior to execution that do not materially alter the Village's obligations, to execute any other agreements and documentation as well as to take any other steps necessary to carry out this resolution.

SECTION 3:

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS _____ DAY OF _____ 2026.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYES:	ABSENT:	ABSTAIN:
Samuel J. Forzley	_____	_____	_____	_____
Janelle Kittridge	_____	_____	_____	_____
Ken McClafferty	_____	_____	_____	_____
Kevin Shaughnessy	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ron Stapleton	_____	_____	_____	_____

_____

JOHN EGOFSKE
President

ATTEST:

_____

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Architect's Letter, Bid Tabulation Listing

Carlile GROUP
Architects | Inspectors | Property Management™

Building Services,
Building Relationships

2/16/2026

Village of Lemont
Attn: Ralph Pukula
16680 New Avenue
Lemont, IL 60439

Via Email: rpukula@lemont.il.us

Re: Village of Lemont New Public Works Building
Bid Tabulation & Recommendations
Carlile Project No.: 25A_018

Dear Mr. Pukula,

At your request, our office solicited bids compliant with the Illinois Procurement Code (30 ILCS 500) for the New Public Works Building located on Derby Road. The solicitation was publicly advertised on January 16th, 2026 in the *My Suburban Life* newspaper. Bids were received and publicly opened at Lemont Public Works on February 13th, 2026 at 10:00AM local time.

A total of five bids were received from the following contractors (listed in alphabetical order): All Construction Group, EP Doyle & Sons, Johnson Downs Construction, Kroeschell Engineering, and Paul Borg Construction. Base bids ranged from $2,480,655.00 to $4,128,920.00. The low bid was submitted by EP Doyle & Son while the high bid was submitted by Kroeschell Engineering. The lowest bid represents a ~14.5% increase over our estimate of $2,166,653.15.

After reviewing submitted bids and verifying compliance with the Bid Documents, all five bids are considered responsive. We recommend the Village of Lemont awards the project to EP Doyle & Son in the base bid amount of $2,480,655.00.

The original bids and a bid tabulation are enclosed for your records. If you have any questions, please do not hesitate to contact me.

Sincerely,

Kyle Eliakis

Kyle Eliakis, NCARB
Licensed Architect

P: (815) 401-0526; Ext. 111
F: (815) 401-1295
E: keliakis@carlile-group.com

Cc: Bruce Hill & Jacob Carlile

/file 25A_018_BIDLET_20260217.docx

Bid Tabulation

Project Name: Village of Lemont New Pole Barn Building
Bid Opening: 13-Feb-26

Bid Items	Bidders					Average Bid	Architect's OPCC	Low Bidder	Difference
	All Construction Group	EP Doyle	Johnson Downs	Kroeschell Engineering	Paul Borg				
Lump Sum	$2,524,000.00	$2,480,655.00	$2,751,596.00	$4,128,920.00	$2,521,000.00	$2,881,234.20	$2,166,653.15	$2,480,655.00	14.49%
Bid Require: Bid Bond Provided	☑	☑	☑	☑	☑				
Bid Require: Schedule of Values	☑	☑	☑	☑	☑				
Addenda Acknowledge: Addendum #1	☑	☑	☑	☑	☑				
Addenda Acknowledge: Addendum #2	☑	☑	☑	☑	☑				
Addenda Acknowledge: Addendum #3	☑	☑	☑	☑	☑				
	☐	☐	☐	☐	☐				
List of Subcontractors: Concrete	Pullara	TBD	Pullara	Pullara	Central Construction				
Masonry	Ebben	TBD	Able	Able	Ebben				
Roofing	Buidling Manuf	Building Manuf.	Langlois	Filotto Roofing	Buiding Manuf.				
Plumbing	TBD	TBD	Holohan	Kroeschell	Holohan or Best				
HVAC	TBD	TBD	Sun Ray Heating	Kroeschell	Air Supply or Dekalb Mech.				
Electrical	TBD	TBD	Interior Building Solutions	Kroeschell	TBD				
Award Options:									
Base Bid	$2,524,000.00	**$2,480,655.00**	$2,751,596.00	$4,128,920.00	$2,521,000.00				

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: E. P. Doyle & Son, LLC.

B. Project Name: Lemont Public Works Building

C. Project Location: 12490 Derby Road, Lemont, IL 60439

D. Owner: Village of Lemont

E. Architect: Carlile Architects LLC

F. Architect Project Number: 25A_018

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Carlile Architects LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Million Four Hundred Eighty Thousand Six Hundred Fifty-Five Dollars ($ 2,480,655.00).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. One Hundred Twenty Five Thousand Dollars ($ 125,000.00).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: All to be determined (TBD). We have received multiple close bids and they still require analysis for completeness of project scope.
2. Masonry Work: "" "".
3. Roofing Work: By post formed building supplier (TBD).
4. Plumbing Work: All to be determined (TBD). We have received multiple close bids and they still require analysis for completeness of project scope.
5. HVAC Work: "" "".
6. Electrical Work: "" "".

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within 210 calendar days from a Notice to Proceed being issued.

1.6 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated January 23, 2026.
2. Addendum No. 2, dated February 4, 2026.
3. Addendum No. 3, dated February 9, 2026.
4. Addendum No. 4, dated N/A.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form BLR 12230
2. ~~Bid Form Supplement – Contract Bond Form BLR 12321~~
3. ~~Bid Form Supplement – Special Provision For Insurance Form LR107-4~~
4. Preliminary Schedule of Values

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Cook County and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 13th day of February, 2026

B. Submitted By: E.P. Doyle & Son, LLC. (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Timothy M. Doyle (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witnessed By: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Aaron Marasigan (Type or print name).

I. Title: Controller / Corporate Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 1100 Wheaton Oaks Court.

K. City, State, Zip: Wheaton, IL 60187.

L. Phone: 630/665-0600.

M. License No.: .

N. Federal ID No.: 36-4227326 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

Project: Village of Lemont New Public Works Building
Location: 12490 Derby Road
Lemont, IL 60439
Proposal # 26-003
Date: 2/13/2026
RSF: 12500

Lump Sum Bid - G703 Sample Schedule of Values

Line	CSI	Trade	Cost	$/SF
1	00000	- General Requirements	$ 12,713	$ 1.02
2	02020	- Testing Services - By EPD	$ 8,130	$ 0.65
3	02050	- Demolition	N/A	
4	02215	- Surveying & Layout	$ 2,400	$ 0.19
5	02220	- Excavation	$ 53,600	$ 4.29
6	02480	- Landscaping	N/A	
7	02510	- Paving	N/A	
8	02515	- Concrete Pavers	N/A	
9	02720	- Site Utilities	N/A	
10	02810	- Irrigation	N/A	
11	02835	- Fencing - Temp for Construction	$ 4,360	$ 0.35
12	03300	- Concrete for Building	$ 212,252	$ 16.98
13	04200	- Masonry	$ 58,500	$ 4.68
14	05100	- Misc. Metals	Included w/ Steel	
15	05120	- Structural Steel	$ 153,000	$ 12.24
16	06100	- Rough Carpentry	$ 159,807	$ 12.78
17	06400	- Millwork	$ 10,619	$ 0.85
18	07200	- Insulation - Vinyl Wrapped	$ 56,544	$ 4.52
19	07250	- Fireproofing	N/A	
20	07300	- Firestopping	Included	
21	07900	- Sealants	$ 12,000	$ 0.96
22	08100	- Doors, Frames & Hardware	$ 18,235	$ 1.46
23	08350	- Overhead Doors	$ 26,710	$ 2.14
24	85313	- Vinyl Windows	In Translu. #	
25	09250	- Drywall	In Rough Carp #	
26	09500	- Acoustical Ceilings	In Rough Carp #	
27	09680	- Flooring & Resilient	$ 8,000	$ 0.64
28	09700	- Special Floor Coatings	N/A	
29	09800	- Floor Prep	In Flooring #	
30	09900	- Painting & Wallcovering	$ 13,575	$ 1.09
31	10440	- Signage	N/A None Shown	
32	10800	- Specialties / Toilet Accessories	$ 1,287	$ 0.10
33	11450	- Appliances	N/A None Shown	
34	12500	- Window Treatments	N/A None Shown	
35	15300	- Fire Protection	$ 59,921	$ 4.79
36	15400	- Plumbing	$ 160,000	$ 12.80
37	15500	- HVAC	$ 199,000	$ 15.92
38	16100	- Electrical	$ 199,985	$ 16.00
39	16700	- Communications / Tele Data	N/A None Shown	
40	16725	- Security	N/A None Shown	

41	16800	- Audio Visual Systems	N/A None Shown			
42	133419	- Post Frame Building System (PFBS)	$	655,500	$	52.44
43	133420	- PFBS Labor Prevailing Wage	Included			
44	84523	- Translucent Wall Panels - Kalwall	$	43,200	$	3.46
45	00004	- Electrical Commissioning by EPD	$	5,000	$	0.40
46	18000	- Misc. Contracts	$	-	$	-
47	18400	- Cleaning & Rubbish Removal	Included in GRs			
48	18425	- Winter Conditions	N/A per schedule			
49	18450	- Final Cleaning	$	5,000	$	0.40
50	20000	- Premium Time	N/A			
51	19500	- Scanning/BIM/VDC Coordination	Excluded			
52	20100	- Permit Allowance	Reimbursible			
53		Subtotal Direct Costs	$	2,139,338	$	171.15
54	18000	- General Conditions	$	179,300	$	14.34
55	18785	- General Liability Insurance	$	23,186	$	1.85
56	18786	- Subcontractor Default Insurance	Excluded			
57	18790	- Builder's Risk Insurance	$	8,761	$	0.70
58		Subtotal Directs, GCs, Insurance	$	2,350,585	$	188.05
59	99100	- Overhead & Profit	$	117,529	$	9.40
60		**TOTAL**	**$**	**2,468,114**	**$**	**197.45**
61		Owner Contingency 0%	$	-	$	-
62		Design Contingency 0%	$	-	$	-
63		CM/GC Contingency 0%	$	-	$	-
64		Escalation Contingency 0%	$	-	$	-
65		**TOTAL w/ Contingencies**	**$**	**2,468,114**	**$**	**197.45**
66		P&P Bond	$	12,541	$	1.00
67		Maintenance Bond	$	-	$	-
68		**TOTAL w/ BOND(S)**	**$**	**2,480,655**	**$**	**198.45**

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Lemont	Cook	

WE, E.P. Doyle & Son, LLC as PRINCIPAL, and

Ohio Farmers Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 2nd (Day) of February, 2026 (Month and Year)

Principal

Company Name	Company Name
E.P. Doyle & Son, LLC	
Signature & Date	Signature & Date
By: T. D	By:
Title	Title
Timothy Doyle, President	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact Signature & Date
Ohio Farmers Insurance Company	By: John G. Kelly

STATE OF IL
COUNTY OF DuPage

I Kristen OBrien, a Notary Public in and for said county do hereby certify that Timothy Doyle & John G. Kelly

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd (Day) day of February, 2026 (Month and Year).

(SEAL, if required by the LPA)

KRISTEN O'BRIEN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 29, 2026

Notary Public Signature & Date: 2/3/26

Date commission expires 3/29/26

Local Public Agency	County	Section Number
Village of Lemont	Cook	

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature & Date

Title

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **1211492 06**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOHN G. KELLY, CRAIG N. FLYNN, LINDA M. SUND, PHILIP M. BENNETT, SANDY J. ALVAREZ, KEVIN MADDEN, MICHAEL THIER, SHELLEY L. SAMAAN, JOINTLY OR SEVERALLY

of **ELGIN** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **05th** day of **JUNE** A.D., **2024** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **05th** day of **JUNE** A.D., **2024** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of February A.D.,2026 .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois)
} ss.
COUNTY OF Kane)

On this 2nd day of February, 2026 personally appeared before me John G. Kelly

who being duly sworn did depose and say that he/she is the attorney-in-fact of the Ohio Farmers Insurance Company of Westfield Center, Ohio, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said John G. Kelly

acknowledged that he/she executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.

Barbara E Stoll

Notary Signature and stamp

BD 5439 OF (1-00)

Notary Public, State of Illinois
Official Seal
Barbara E Stoll
Commission # 1015587
My Commission Expires 8/18/2029

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: ALL Construction Group.

B. Project Name: Lemont Public Works Building

C. Project Location: 12490 Derby Road, Lemont, IL 60439

D. Owner: Village of Lemont

E. Architect: Carlile Architects LLC

F. Architect Project Number: 25A_018

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Carlile Architects LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two-million, Five-hundred Twenty-four Thousand Dollars ($ 2,524,000.00).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. One-hundred twenty-six Thousand Two-hundred Dollars ($ 126,200.00).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: Pullara or Premium Concrete.
2. Masonry Work: Ebben.
3. Roofing Work: By Prefab Building Contractor.
4. Plumbing Work: Holohan, Norman Mechanical or JB Contracting.
5. HVAC Work: EMCOR, Sun Ray or RGH.
6. Electrical Work: Interactive Building Solutions, Kroeschell, Rag's or Ryan Electric.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within 210 calendar days from a Notice to Proceed being issued.

1.6 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1/23/2026.
2. Addendum No. 2, dated 2/4/2026.
3. Addendum No. 3, dated 2/9/2026.
4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form BLR 12230
2. ~~Bid Form Supplement – Contract Bond Form BLR 12321~~
3. ~~Bid Form Supplement – Special Provision For Insurance Form LR107-4~~
4. Preliminary Schedule of Values

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Cook County and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 23 day of January, 2026

B. Submitted By: ALL Construction Group (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Luis Puig (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witnessed By: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Nidia Puig (Type or print name).

I. Title: Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 1425 S 55th Court.

K. City, State, Zip: Cicero IL 60804.

L. Phone: 773-489-1280.

M. License No.: TGC029161.

N. Federal ID No.: 36-3032807 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Lemont 16680 New Ave. Lemont, IL 60439		

WE, ALL Construction Group 1425 S. 55th Ct. Cicero, IL 60804-1841 as PRINCIPAL, and Euler Hermes North America Insurance Company 100 International Drive, 22Nd Floor Baltimore, Maryland 21202 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 13th (Day) of February, 2026 (Month and Year)

Principal

Company Name	Company Name
ALL Construction Group	
Signature & Date	Signature & Date
By: 02/10/2026	By:
Title: President	Title:

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact Signature & Date
Euler Hermes North America Insurance Company	By: Paul Praxmarer Attorney In Fact 2/13/26

STATE OF IL

COUNTY OF

I Matthew Wadley, a Notary Public in and for said county do hereby certify that & Paul Praxmarer

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th (Day) day of February, 2026 (Month and Year).

(SEAL, if required by the LPA)

MATTHEW C WADLEY
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 25, 2027

Notary Public Signature & Date

Date commission expires April 25, 2027

Local Public Agency	County	Section Number

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature & Date

Title

Allianz

Allianz Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this Power of Attorney is not more than: 3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Jack Barnhart Luke Praxmarer Paul Praxmarer	25 NW Point Boulevard Suite 625 Elk Grove Village, IL 60007	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.

Euler Hermes North America Insurance Company CORPORATE SEAL 2003 MARYLAND

James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.

MORGAN A YANKOSKY NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA MY COMMISSION EXPIRES FEB 2, 2026

Notarial Seal

Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of February, 20 26.

Euler Hermes North America Insurance Company CORPORATE SEAL 2003 MARYLAND

Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas

Euler Hermes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.

CONTINUATION SHEET AIA DOCUMENT G703 (Instructions on reverse side) PAGE - 1 OF 1

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column 1 on Contracts where variable retainage for line items may apply.

Village of Lemont New Public Works Building

APPLICATION NO:
APPLICATION DATE: 2/13/2026
PERIOD TO:
PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
1	Cast in Place Concrete	$234,200.00	$0.00	$0.00		$0.00	0.00%	$234,200.00	$0.00
2	Masonry	$59,500.00	$0.00	$0.00		$0.00	0.00%	$59,500.00	$0.00
3	Structural & Misc. Metals	$131,620.00	$0.00	$0.00		$0.00	0.00%	$131,620.00	$0.00
4	Rough Carpentry	$57,460.00	$0.00	$0.00		$0.00	0.00%	$57,460.00	$0.00
5	Millwork Supply	$4,130.00	$0.00	$0.00		$0.00	0.00%	$4,130.00	$0.00
6	Fiber Cement Panels	$43,900.00	$0.00	$0.00		$0.00	0.00%	$43,900.00	$0.00
7	Doors, Frames & Hardware Supply	$18,240.00	$0.00	$0.00		$0.00	0.00%	$18,240.00	$0.00
8	Overhead Doors	$24,500.00	$0.00	$0.00		$0.00	0.00%	$24,500.00	$0.00
9	Windows Furnish & Install	$8,500.00	$0.00	$0.00		$0.00	0.00%	$8,500.00	$0.00
10	Kalwall	$34,700.00	$0.00	$0.00		$0.00	0.00%	$34,700.00	$0.00
11	Framing & Drywall	$48,500.00	$0.00	$0.00		$0.00	0.00%	$48,500.00	$0.00
12	Acoustical Ceilings	$4,280.00	$0.00	$0.00		$0.00	0.00%	$4,280.00	$0.00
13	Resilient Flooring & Base	$8,100.00	$0.00	$0.00		$0.00	0.00%	$8,100.00	$0.00
14	Painting	$16,200.00	$0.00	$0.00		$0.00	0.00%	$16,200.00	$0.00
15	Code Required Signage	$1,000.00	$0.00	$0.00		$0.00	0.00%	$1,000.00	$0.00
16	Restroom Accessories & Fire Ext.	$1,550.00	$0.00	$0.00		$0.00	0.00%	$1,550.00	$0.00
17	Post Frame Building System	$660,500.00	$0.00	$0.00		$0.00	0.00%	$660,500.00	$0.00
18	Fire Protection	$78,840.00	$0.00	$0.00		$0.00	0.00%	$78,840.00	$0.00
19	Plumbing	$165,950.00	$0.00	$0.00		$0.00	0.00%	$165,950.00	$0.00
20	HVAC	$225,950.00	$0.00	$0.00		$0.00	0.00%	$225,950.00	$0.00
21	Electrical	$239,300.00	$0.00	$0.00		$0.00	0.00%	$239,300.00	$0.00
22	Excavation	$44,400.00	$0.00	$0.00		$0.00	0.00%	$44,400.00	$0.00
23	Insurance & Bond	$38,838.00	$0.00	$0.00		$0.00	0.00%	$38,838.00	$0.00
24	General Conditions	$200,665.00	$0.00	$0.00		$0.00	0.00%	$200,665.00	$0.00
25	Overhead & Profit	$173,177.00	$0.00	$0.00		$0.00	0.00%	$173,177.00	$0.00
TOTALS		**$2,524,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$2,524,000.00**	**$0.00**

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: Johnson Downs Construction Company Inc.

B. Project Name: Lemont Public Works Building

C. Project Location: 12490 Derby Road, Lemont, IL 60439

D. Owner: Village of Lemont

E. Architect: Carlile Architects LLC

F. Architect Project Number: 25A_018

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Carlile Architects LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Million, Seven Hundred Fifty-One Thousand, Five Hundred Ninety-Six Dollars ($2,751,596).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of Base Bid Dollars ($_____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: Pullara.
2. Masonry Work: Able.
3. Roofing Work: Langlois Roofing Inc.
4. Plumbing Work: Holohan Heating & Sheet Metal.
5. HVAC Work: Sun Ray Heating, Inc.
6. Electrical Work: ~~JB Contracting~~ Interior Building Solutions.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within 210 calendar days from a Notice to Proceed being issued.

1.6 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated January 23, 2026.
2. Addendum No. 2, dated February 4, 2026.
3. Addendum No. 3, dated February 9, 2026.
4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form BLR 12230
2. ~~Bid Form Supplement - Contract Bond Form BLR 12321~~
3. ~~Bid Form Supplement - Special Provision For Insurance Form LR107-4~~
4. Preliminary Schedule of Values

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Cook County and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 12 day of February, 2026

B. Submitted By: Johnson Downs Construction Company Inc. (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: James A Brown (Type or print name).

E. Title: Senior Project Manager (Owner/Partner/President/Vice President).

F. Witnessed By: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Jeff Downs (Type or print name).

I. Title: President (Corporate Secretary or Assistant Secretary).

J. Street Address: 140 W Mertens Street.

K. City, State, Zip: Kankakee Il 60901.

L. Phone: 815-932-2136.

M. License No.: 1152-1244.

N. Federal ID No.: 36-3039482 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

CONTINUATION SHEET

DOCUMENT JD101 | PAGE 2 OF | PAGES

DOCUMENT JD100, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Preliminary SOV**
APPLICATION DATE:
PERIOD TO:
PROJECT NO: **Lemont Public Works**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	GENERAL CONDITION	$297,480.00				$0.00	0%	$297,480.00	
	JOHNSON DOWNS					$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
2	CONCRETE	$226,400.00				$0.00	0%	$226,400.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
3	STRUCTURAL STEEL	$153,000.00				$0.00	0%	$153,000.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
4	MASONRY	$77,000.00				$0.00	0%	$77,000.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
	GRAND TOTALS	$753,880.00	$0.00	$0.00	$0.00	$0.00	0%	$753,880.00	$0.00

CONTINUATION SHEET

DOCUMENT JD101 | PAGE 3 OF | PAGES

DOCUMENT JD100, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
5	POST FRAMED BUILDING	$830,000.00				$0.00	0%	$830,000.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
6	ROUGH CARPENTRY	$52,800.00				$0.00	0%	$52,800.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
7	FINISH CARPENTRY	$48,794.00				$0.00	0%	$48,794.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
	GRAND TOTALS	$1,685,474.00	$0.00	$0.00	$0.00	$0.00	0%	$1,685,474.00	$0.00

CONTINUATION SHEET

DOCUMENT JD101 | PAGE 4 OF | PAGES

DOCUMENT JD100, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
8	THERMAL INSULATION	$126,240.00				$0.00	0%	$126,240.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
9	GLASS & GLAZING	$43,200.00				$0.00	0%	$43,200.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
10	OH DOORS	$35,000.00				$0.00	0%	$35,000.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
	GRAND TOTALS	$1,889,914.00	$0.00	$0.00	$0.00	$0.00	0%	$1,889,914.00	$0.00

CONTINUATION SHEET

DOCUMENT JD101 | PAGE 5 OF | PAGES

DOCUMENT JD100, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
11	HM DOORS	$43,000.00				$0.00	0%	$43,000.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
12	PAINTING	$60,325.00				$0.00	0%	$60,325.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
13	FINISHED FLOOR	$8,297.00				$0.00		$8,297.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
						$0.00		$0.00	
	GRAND TOTALS	$2,001,536.00	$0.00	$0.00	$0.00	$0.00	0%	$2,001,536.00	$0.00

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Lemont	Cook	00-00000-00-00

WE, Johnson Downs Construction Co., Inc. as PRINCIPAL, and

Ohio Farmers Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 13th (Day) of February, 2026 (Month and Year)

Principal

Company Name	Company Name
Johnson Downs Construction Co., Inc.	
Signature & Date	Signature & Date
By:	By:
Title	Title
Jeffrey Downs, Secretary	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact Signature & Date
Ohio Farmers Insurance Company	By:

STATE OF IL

COUNTY OF CHAMPAIGN

I Roxanne D. Johnston, a Notary Public in and for said county do hereby certify that Jeffrey Downs & Erin Hanna

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th (Day) day of February, 2026 (Month and Year).

ROXANNE D. JOHNSTON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 25, 2027

(SEAL, if required by the LPA)

Notary Public Signature & Date

Roxanne D Johnston

Date commission expires 02/25/27

Local Public Agency	County	Section Number
Village of Lemont	Cook	00-00000-00-00

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature & Date

Title

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **1215112 01**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

KATHLEEN LAURENT, ROXANNE JOHNSTON, JULIE DELANEY, ERIN HANNA, HOPE MARTIN, ANDREW WALLACE, CARY CRAWFORD, SANDY BLAKEY, JOINTLY OR SEVERALLY

of **CHAMPAIGN** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **01st** day of **MAY** A.D., **2024** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **01st** day of **MAY** A.D., **2024** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of February A.D., 2026

Frank A Carrino *Secretary*

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: Kroeschell Engineering Co., Inc.

B. Project Name: Lemont Public Works Building

C. Project Location: 12490 Derby Road, Lemont, IL 60439

D. Owner: Village of Lemont

E. Architect: Carlile Architects LLC

F. Architect Project Number: 25A_018

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Carlile Architects LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Four million One hundred twenty-eight thousand nine hundred twenty Dollars ($4,128,920.00)

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Two hundred and six thousand four hundred and forty six Dollars ($206,446.00).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: Pullara Builder Inc.
2. Masonry Work: Able Masonry, Inc.
3. Roofing Work: Filotto Roofing Inc.
4. Plumbing Work: Kroeschell
5. HVAC Work: Kroeschell
6. Electrical Work: Kroeschell

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within 210 calendar days from a Notice to Proceed being issued.

1.6 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 1/23/2026.
2. Addendum No. 2, dated 2/4/2026.
3. Addendum No. 3, dated 2/9/2026.
4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form BLR 12230
2. ~~Bid Form Supplement – Contract Bond Form BLR 12321~~
3. ~~Bid Form Supplement – Special Provision For Insurance Form LR107-4~~
4. *Preliminary Schedule of* Values

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Cook County and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 13 day of February, 2026

B. Submitted By: Kroeschell Engineering Co., Inc. (Name of bidding firm or corporation).

C. Authorized Signature: Jeffrey Leise (Handwritten signature).

D. Signed By: Jeffrey Leise (Type or print name).

E. Title: Vice President (Owner/Partner/President/Vice President).

F. Witnessed By: [signature] (Handwritten signature).

G. Attest: [signature] (Handwritten signature).

H. By: Doreen Serafi (Type or print name).

I. Title: Assistant Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 3222 N. Kennicott Ave.

K. City, State, Zip: Arlington Heights, IL 60004

L. Phone: (312) 649-7980

M. License No.: TGC 041434

N. Federal ID No.: 35-2430467 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Lemont	Cook	

WE, Kroeschell Engineering Co., Inc. as PRINCIPAL, and Atlantic Specialty Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 13th (Day) of February, 2026 (Month and Year)

Principal

Company Name	Company Name
Kroeschell Engineering Co., Inc.	
Signature & Date	Signature & Date
By: 2/13/2026	By:
Title: TREASURER	Title:

KROESCHELL ENGINEERING CO. INC. CORPORATE SEAL ILLINOIS

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact Signature & Date
Atlantic Specialty Insurance Company	By: 2/13/2026
	William Reidinger

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

STATE OF IL
COUNTY OF Cook

I Alexandra Sartori, a Notary Public in and for said county do hereby certify that and William Reidinger
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th (Day) day of February, 2026 (Month and Year).

Notary Public Signature & Date: Alexandra Sartori

(SEAL, if required by the LPA)

OFFICIAL SEAL
ALEXANDRA T SARTORI
Notary Public, State of Illinois
Commission No. 1023986
My Commission Expires
January 15, 2030

Date commission expires January 15, 2030

Local Public Agency	County	Section Number
Village of Lemont	Cook	

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature & Date

Title

intact INSURANCE

Power of Attorney

Principal: Kroeschell Engineering Co., Inc.
Obligee: Village of Lemont

Surety Bond No: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **William Reidinger**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of February, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

City of Chicago
Department of Buildings
General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

KROESCHELL ENGINEERING, COMPANY
3222 N KENNICOTT AVENUE
ARLINGTON HEIGHTS IL 60004

LICENSE CLASS: **(A) ALL PROJECTS - NO RESTRICTIONS**

LICENSE NUMBER: **TGC041434**

CERTIFICATE NUMBER : **GC041434-22**

FEE: **$ 2000**

DATE ISSUED: **11/07/2025**

DATE EXPIRES: **11/18/2026**

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Brandon Johnson
Mayor

Marlene Hopkins
Commissioner

CITY OF CHICAGO

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

BUSINESS LICENSE

BY THE AUTHORITY OF THE **CITY OF CHICAGO**, THE FOLLOWING BUSINESS LICENSE IS HEREBY GRANTED TO:

LEGAL NAME/LICENSEE: **KROESCHELL ENGINEERING CO**
DBA NAME: **KROESCHELL ENGINEERING CO**
BUSINESS ADDRESS: **3222 N. KENNICOTT AVE,**
ARLINGTON HEIGHTS, IL 60004

ACCOUNT NO: **5322** SITE NO: **2** LICENSE NO.: **1893364** LICENSE FEE: **$250.00**

LICENSE TYPE: **LIMITED BUSINESS LICENSE**
LICENSE CODE: **1010**

BUSINESS ACTIVITIES: HVAC - Residential, HVAC - Commercial

THIS BUSINESS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATION MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES

ISSUED ON: **DECEMBER 23, 2025**
EXPIRATION DATE: **FEBRUARY 15, 2028**

MAYOR

Anna M. Valencia

CITY CLERK

City of Chicago
General Contractor License Program

P.O. Box 388249
Chicago, IL 60638-8249

Your application for a City of Chicago General Contractor's License has been issued please note that if your insurance certificate expiration date differs from your license expiration date it is your responsibility to provide a current one upon its renewal.

IF THE RENEWED INSURANCE CERTIFICATE IS NOT RECEIVED before the insurance expiration date. YOUR LICENSE WILL GO TO AN INACTIVE STATUS ON THE CITY OF CHICAGO'S LIST OF REGISTERED CONTRACTORS. YOU WILL NOT BE ABLE TO PULL PERMITS IF YOUR INSURANCE IS EXPIRED AND THE LICENSE WILL BECOME INACTIVE.

- ***Please forward the renewed insurance certificate upon its renewal, to our office using the contact information below either by email or mail. Contact our office if you have any questions.***

Respectfully,

Patty Garber

phone 800-359-1313 ext. 117

City of Chicago
General Contractors License Program
PO Box 388249
Chicago IL 60638

Village of Lemont
New Public Works Building
Lemont, IL
2/12/2026 20:57

Preliminary Schedules of Values
Kroeschell Engineering

#	Item	Amount
1	Concrete	$ 244,512
2	Masonry	$ 73,170
3	Roofing	$ 183,600
4	Plumbing	$ 244,831
5	Electrical	$ 220,266
6	Mechanical	$ 199,234
7	PM, Engr & Site Supt.	$ 306,936
8	Other Subs	$ 2,382,653
9	Bond & Contingency	$ 273,719
	Grand Total	$ 4,128,920
	5%	$ 206,446

5% $ 206,446

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: Paul Borg Construction Company.

B. Project Name: Lemont Public Works Building

C. Project Location: 12490 Derby Road, Lemont, IL 60439

D. Owner: Village of Lemont

E. Architect: Carlile Architects LLC

F. Architect Project Number: 25A_018

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Carlile Architects LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Million Five Hundred Twenty One Thousand Dollars ($2,521,000.00).

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. One Hundred Twenty Six Thousand and Fifty Dollars ($126,050).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: Central Construction.
2. Masonry Work: Ebben Masonry.
3. Roofing Work: Post frame building installer TBD.
4. Plumbing Work: Holahan Plbg./Best Plumbing.
5. HVAC Work: Air Supply / Dekalb Mech.
6. Electrical Work: Ryan Elec. / All Phase Elec.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within 210 calendar days from a Notice to Proceed being issued.

1.6 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 01/23/2026.
2. Addendum No. 2, dated 02/04/2026.
3. Addendum No. 3, dated 02/09/2026.
4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form BLR 12230
2. ~~Bid Form Supplement – Contract Bond Form BLR 12321~~
3. ~~Bid Form Supplement – Special Provision For Insurance Form LR107-4~~
4. Preliminary Schedule of Values

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Cook County and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 13th day of February, 2026

B. Submitted By: Paul Borg Construction Co (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Kindle M. Filipowski (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witnessed By: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Trent Wilfinger (Type or print name).

I. Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address: 2007 S. Marshall Blvd.

K. City, State, Zip: Chicago, IL 60623.

L. Phone: 773-523-1111.

M. License No.: TGC04116.

N. Federal ID No.: 36-2550805 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Paul Borg Construction Company

Preliminary SOV- Lemont Public Works Building

Project No.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Excavation and concrete	$248,152.00				$0.00	0.00%	$248,152.00	$0.00
2	Masonry	$58,500.00				$0.00	0.00%	$58,500.00	$0.00
3	Structural steel	$124,918.00				$0.00	0.00%	$124,918.00	$0.00
4	Carpentry, drywall ACT	$379,275.00				$0.00	0.00%	$379,275.00	$0.00
5	Div 8	$90,435.00				$0.00	0.00%	$90,435.00	$0.00
6	Flooring	$8,000.00				$0.00	0.00%	$8,000.00	$0.00
7	Painting	$16,195.00				$0.00	0.00%	$22,630.00	$0.00
8	Post Frame building	$655,500.00				$0.00	0.00%	$655,500.00	$0.00
9	Fire protection	$59,921.00				$0.00	0.00%	$59,921.00	$0.00
10	Plumbing	$165,950.00				$0.00	0.00%	$165,950.00	$0.00
11	HVAC	$200,000.00				$0.00	0.00%	$200,000.00	$0.00
12	Electrical	$171,400.00				$0.00	0.00%	$171,400.00	$0.00
13	Bond and Insurance	$39,375.00				$0.00	0.00%	$39,375.00	$0.00
14	General Conditions	$176,400				$0.00		$0.00	$0.00
15	Fees	$120,979.				$0.00		$0.00	$0.00
22						$0.00		$0.00	$0.00
	GRAND TOTALS	$2,521,000.00	$0.00	$0.00	$0.00	$0.00		$2,224,056.00	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Lemont	Cook	

WE, Paul Borg Construction Company as PRINCIPAL, and

Old Republic Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 13th (Day) of February, 2026 (Month and Year)

Principal

Company Name	Company Name
Paul Borg Construction Company	N/A
Signature & Date	Signature & Date
By: Kindle Filipowski	By:
Title Kindle M. Filipowski President	Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact Signature & Date
Old Republic Insurance Company	By:

STATE OF IL
COUNTY OF DUPAGE

I Tariese M. Pisciotto, a Notary Public in and for said county do hereby certify that And James I. Moore
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th (Day) day of February, 2026 (Month and Year).

Notary Public Signature & Date: Tariese M. Pisciotto

(SEAL, if required by the LPA)

OFFICIAL SEAL
TARIESE M. PISCIOTTO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES June 26, 2026

Date commission expires 06/26/26
Tariese M. Pisciotto

Local Public Agency	County	Section Number
Village of Lemont	Cook	

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature & Date

Title

Instructions for BLR 12230

Note: The instructions should not be included when the form is submitted.

This form shall be used if the Local Public Agency (LPA) allows a bid bond as a Proposal Guaranty for all bid submissions on Motor Fuel Tax (MFT) or State funded contracts, deliver/install proposals and material proposals. See the Bureau of Local Roads and Streets Manual (BLRS) Chapter 12 for more information.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency	Insert the name of the LPA soliciting bids for the project.
County	Insert the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to this project without dashes.
Principal Name and Address	Insert the names(s) and address(es) of the principal(s) of the company submitting the bid.
Surety Name and Address	Insert the name and address of the surety company providing the bid bond
Day	Insert the day of the month.
Month and Year	Insert the month and year.
Company Name	Insert the company's name that is submitting the bid.
By:	The authorized company officer shall sign and date here and insert their title.
Company Name	Insert the other company's name if bidder is a joint venture.
By:	If the bid is a joint venture, the authorized company officer of the joint bidder will sign here, and insert their title.
Name of Surety	Insert the name of the surety company providing the bid bond. This must be completed by the surety.
By: (Attorney-in-fact)	The attorney-in-fact shall sign and date here. This must be completed by the surety.
State of	Insert the name of the state where the signer(s) personally appeared before the notary public.
County of	Insert the name of the county where the signer(s) personally appeared before the notary public.
Name of Notary Public	Insert the name of notary public. Insert the names of the individuals signing on behalf of the principal and surety.
Day	Insert the day of the month the notary public signed and sealed this document.
Month and Year	Insert the month and year the notary public signed and sealed this document.
Commission Expires	Insert the date the notary public's commission expires. This is to be completed by the notary public.
Notary Public	The notary public must sign here and place their seal.
Electronic Bid Bond	Check the designated box if an electronic bid bond is allowed by the LPA awarding authority. The awarding authority is responsible for checking the box.
Electronic Bid Bond ID Code	Insert the electronic bid bond identification number for IDOT's approved surety company list.
Company/Bidder Name	Insert the company/bidder name (multiple names if a joint venture).
Signature and Title	The authorized company officer(s) must sign and date here, and insert his/her title(s). (Multiple signatures are required if a joint venture.)

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.
Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk (2)
Engineer (Municipal, Consultant or County)
District File

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Paul Borg Construction Company
Obligee: Village of Lemont

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC INSURANCE COMPANY INCORPORATED SEAL APRIL 1915 PENNSYLVANIA

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC INSURANCE COMPANY INCORPORATED SEAL APRIL 1915 PENNSYLVANIA

Signed and sealed at the City of Brookfield, WI this 13th day of February, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 11008 (6-93)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Paul Borg Construction Company
2007 South Marshall Boulevard
Chicago, IL 60623

SURETY:
(Name, legal status and principal place of business)

Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666
Mailing Address for Notices
1411 Opus Place, Suitet 450
Downers Grove, IL 60515

OWNER:
(Name, legal status and address)

Village of Lemont
16680 New Avenue
Lemont, IL 60439

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

New Public Works Building

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of February, 2026

(Witness)

Paul Borg Construction Company
(Principal) *(Seal)*

By: Daniel Felipowski
(Title) President

(Witness) Tariese M. Pisciotto

Old Republic Insurance Company
(Surety) *(Seal)*

By:
(Title) James I. Moore Attorney-in-Fact

OLD REPUBLIC INSURANCE COMPANY INCORPORATED SEAL APRIL 1936 PENNSYLVANIA

State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto Notary Public of DuPage County, in the State of IL ,

do hereby certify that James I. Moore Attorney-in-Fact, of the Old Republic Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Old Republic Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 13th day of February , 2026 .

Notary Public Tariese M. Pisciotto

My Commission expires: June 26, 2026

OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Paul Borg Construction Company
Obligee: Village of Lemont

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC INSURANCE COMPANY INCORPORATED SEAL APRIL 1905 PENNSYLVANIA

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

OLD REPUBLIC INSURANCE COMPANY INCORPORATED SEAL APRIL 1905 PENNSYLVANIA

Signed and sealed at the City of Brookfield, WI this 13th day of February, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 11008 (6-93)