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
- 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 channel, Comcast Cable Channel 6. 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
June 8, 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 A Resolution Authorizing the Execution of Lead Water Service Line Replacement Agreements for Phase Two
- III.D A Resolution Authorizing the Order and Purchase of 2026 Peterbilt 548 Single Axle Truck with Certain Specifications and Equipment Through Sourcewell Purchasing Cooperative

IV. Mayor's Report

V. Clerk's Report

- V.A An Ordinance Amending O-22-24 And Approving an Amendment to the Final Planned Unit Development (PUD) for a Freight Transportation Terminal, Truck & Trailer Parking and Cargo Container Storage on 35-Acres Located At 13575, 13335 and 13337 Main Street Lemont, IL

V.B A Resolution Approving Award of Contract 2026 Lead Water Service Line Replacement Project Phase Two

V.C A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Ed Bossert Drive Bridge Repairs Design Engineering

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

V.E A Resolution Approving An Intergovernmental Agreement By and Between the Village of Lemont and Grand Prairie Water Commission for Cooperating in Constructing a Waterworks System

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: June 8, 2026

**SUMMARY/BACKGROUND**

**ANALYSIS**

***Consistency with Village Policy***

**STAFF RECOMMENDATION**
Approval of Minutes

**BOARD ACTION REQUESTED**
Approval of Minutes

**ATTACHMENTS**
5-11-26 minutes.pdf
COW 5-18-26.pdf

**Minutes**
**VILLAGE BOARD MEETING**
**Village Hall – 418 Main Street**
**Monday, May 11, 2026 at 6:30 p.m.**
**The regular meeting of the Lemont Village Board was held on Monday, May 11 at 6:30 p.m. with Mayor Egofske presiding.**

## I) Pledge of Allegiance

## II) Roll Call

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

## III) Consent Agenda

III.A) Approval of Minutes

Cover Page

COW 4-20-26.pdf

VB Minutes 4-27-26.pdf

III.B) Approval of Disbursements

Cover Page

4-28 thru 5-11-26.pdf

III.C) A Resolution R-42-26 Approving the Purchase of Water Meters from Ferguson Enterprises LLC FY27

Cover Page

A Resolution Approving the Purchase of Water Meters from Ferguson Enterprises LLC FY27.pdf

III.D) A Resolution Approving the Purchase of Softener Salt from Compass Minerals and Midwest Salt LLC FY27

Cover Page

A Resolution Approving the Purchase of Softener Salt from Compass Minerals and Midwest Salt LLC FY27.pdf

III.E) A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for FY2027 - 2028 General Consultation Contract

Cover Page

A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for FY2026 - 2028 General Consultation Contract.pdf

Motion by Kevin Shaughnessy, seconded by Ken McClafferty, to remove III.F from the Consent Agenda.

Roll Call: Janelle Kittridge, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 6 ayes. ; 0 nays. Motion Carried.

Motion by Ronald Stapleton, seconded by Samuel Forzley, to approve Consent Agenda.

Roll Call: Janelle Kittridge, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 6 ayes. ; 0 nays. Motion Carried.

III.F) An Ordinance O-31-26 amending Lemont Municipal Code Chapter 5.04, Section 5.04.060: Alcoholic Beverages (Increasing Number of Class A-3 Liquor Licenses, IGWT Restaurants, Inc., Palmyra)

Cover Page

A-3 for Palmyra 5-11-26.pdf

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

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

## IV) Mayor's Report

## V) Clerk's Report

V.A A Resolution R-45-26 Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Lead Service Line Replacement Phase 3 Design Services

Cover Page

A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Lead Service Line Replacement Phase 3 Design Services.pdf

Motion by Samuel Forzley, seconded by Janelle Kittridge, to approve.

Ralph Pukula noted that the item was for approval of Phase 3 of the lead service replacement project with HR Green. He stated that Phase I is complete and that Phase II will go out for bid the following morning. Staff recommended approval of the phase. Trustee Shaughnessy noted that the project is mandated by the state. George Schafer stated that the village has secured a zero-percent loan for the project, which will need to be repaid.

Roll Call: Janelle Kittridge, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 6 ayes. ; 0 nays. Motion Carried.

**VI) Village Attorney Report**

**VII) Village Administrator Report**

George Schafer noted that our web site is active with notifications regarding development projects in the Village.

George also noted that two public works employees have had a parent pass in the last few days. Ted Friendly lost his mother and Randy Earnest's father passed as well. Thoughts and prayers go out to both families.

**VIII) Board Reports**

Trustee Shaughnessy reported it is public service month and wanted to remind us all that our employee's don't get the credit for all their hard work. The board wants to thank all for what they do.

**IX) Staff Reports**

Chief LoCoco invited all to visit the Dunkin Donut Lemont locations to support Cops on a Rooftop. This fundraiser supports IL Special Olympics, kicking off around 6 am till noon this coming Friday.

Ralph Pukula noted that the contractor that is repaving State Street is starting a little later, Monday May 18.

**X) Unfinished Business**

**XI) New Business**

**XII) Audience Participation**

Dave W. - would like High Road to be taken care of. The rock has all fallen down into ditch and the patch is sinking. Flooding is also a problem.
Laura R. - spoke about development oversite by Planning and Zoning. Developments and the Board must be consistent.

**XIII) Executive Session Discussion Under Chapter 5 ILCS**

**XIV) Action on Closed Session Item(s)**

**XV) Motion to Adjourn at 7:02 p.m.**

Motion by Rick Sniegowski, seconded by Ken McClafferty, to adjourn at 7:02 p.m.

Roll Call: Janelle Kittridge, Ken McClafferty, Kevin Shaughnessy, Rick Sniegowski, Ronald Stapleton, Samuel Forzley; 6 ayes. ; 0 nays. Motion Carried.

VILLAGE BOARD COMMITTEE OF THE WHOLE MEETING
6:30 PM – May 11, 2026
Village Hall - Village Board Room
418 Main Street, Lemont, IL 60439

**AGENDA**

**I. Call to Order**

**II. Roll Call:**

Trustees Sam Forzley, Janelle Kittridge, Ken McClafferty, Ron Stapleton, Rick Sniegowski, Kevin Shaughnessy and Mayor Egofske.

Staff: George Schafer, Jason Berry, Chief LoCoco, Janet Schatz, Darshana Prakash.

**III. Discussion Items**

**III.A Discussion of Case 2023-07 JB Hunt (Major Amendment)**

J.B. Hunt Transport, Inc. is requesting approval of a Major Planned Unit Development (PUD) Amendment for the approximately 35-acre freight transportation facility located at 13275, 13335, and 13337 Main Street. The Preliminary PUD and Plat were approved by Ordinance O-39-23 on September 11, 2023, and the Final PUD was approved by Ordinance O-22-24 on June 10, 2024. The site is currently under construction with active building and site development permits for the approved freight transportation facility. As construction has progressed, the petitioner identified the need for an on-site truck wash bay to support facility operations. The request includes a building addition on the northwest corner of the existing building to accommodate the wash bay using materials consistent with the existing building, including masonry and metal siding, with no changes proposed to site access, circulation, or the overall site layout. The proposed addition increases the non-residential floor area beyond the threshold permitted for a minor amendment under Section 17.08.090 of the Unified Development Ordinance, so the request is classified as a Major PUD Amendment requiring public notice, a recommendation from the Planning & Zoning Commission, and final approval by the Village Board.

Jason Berry stated that site development work has revealed they have room for truck washing bay. P&Z held a hearing with no opposition. Trustee Sniegowski mentioned that Ralph Pukula did confirm that signs will be going up at the exit of their gate. Mayor Egofske noted that already JB Hunt had a truck in downtown Lemont. Traffic should be headed east bound not west bound. A representative was present and agreed that trucks should not be in this area. 15% of their trucks are contracted but all trucks have gps routing to head east. Mayor recommended public works create all necessary signs. Trustee Sniegowski also asked google maps, apple maps, any mapping

software be notified to direct eastbound. JB Hunt is responsible for the right turn lane within five years and will need IDOT involved. Jason did note IDOT is slowing widening Main Street. The turn lanes need to be verified with IDOT in the near future. Board had no other concerns.

**III.B Grand Prairie Water Commission Intermediate Pump Station - 12550 Bell Road**

By request of the Village Board, the GPWC application returned to the Planning & Zoning Commission (PZC) on May 6, 2026 for review of amended landscaping and lighting plans submitted after the original public hearing. Following review and discussion of the revised materials, the PZC recommended approval of the amended plans on a 7-0 vote.

The Grand Prairie Water Commission has returned to Planning and Zoning with a revised plan, and improvements were presented with nearby property owners largely in agreement. Attorney Mike Stillman confirmed there is an agreement in place involving a donation of land intended to support neighborhood improvements and recreation. City representatives indicated they are working in good faith with engineers to coordinate construction for the 131st bike path, and that if the path is disrupted during utility work it will be restored.

At the same time, there is concern about the sequencing of projects. George noted that the bike path likely cannot begin until the utility pipe work is completed. Based on current timelines it may not be finished until 2030, after construction concludes. Bids for the utility project are expected in early 2027 with construction beginning mid-year and completion anticipated in 2029. This raises concern among board members that the village could miss eligibility for federal funding if the timeline extends beyond 2030, and at present there is no recourse if that funding is lost.

George also expressed interest in reviewing more detailed construction timelines from Grand Prairie. Trustee Sniegowski suggested pursuing an intergovernmental agreement to secure federal funds earlier, potentially placing them in escrow. Trustee Kittridge asked whether the bike path could begin sooner. The Government League noted that funding should remain available based on past similar projects, and that most of the work area is expected to involve micro-cut methods with limited tunneling.

**III.C Intermediate Pump Station - 12550 Bell Road - Intergovernmental Agreement Between Grand Prairie Water Commission and Village of Lemont**

The Greater Prairie Water Commission (GPWC) comprised of the City of Joliet, Village of Channahon, City of Crest Hill, Village of Minooka, Village of Romeoville and Village of Shorewood has purchased a 15+- acre property at 12550 Bell Road within the Village of Lemont to locate an intermediate pumping station and storage standpipe facilities. The Village of Lemont is not a part of the commission. The facilities would be constructed prior to 2030 where the commission is to serve its communities with Lake Michigan Water. The standpipes are approximately 130+ feet tall potentially starting with one immediately and another by complete buildout of the system, according to GPWC. It has been made known that the GPWC has been granted authority by the state legislature as a water commission and

can locate its infrastructure in and through the Village limits, with or without the Village's permission. Officials from GPWC have attended the Committee of the Whole in September of 2024 and again in February 2026 to discuss their project and the Village's ongoing concerns.

Theresa, the water commission representative, confirmed the agreement was already approved at the last meeting and recommended no changes. The plan includes a right-of-way along the south side for installation of a 12-inch water main, and Mayor Egofske asked whether the property owner had been approached for an easement. Grand Prairie will attempt to include the Village of Lemont in securing the easement.

George noted that Bruce Hill is working through engineering details and contract terms for the project. He also clarified an important legal distinction in the agreement: individual member entities can sell excess water outside their jurisdiction, but only water beyond their allocated share. The overall commission itself is not authorized to sell water as a single entity. He further explained that if a new municipality such as Lockport were to join the commission, all six current members would need to agree and sign off on releasing or adjusting their individual water allocations. Any excess water could potentially be sold to unincorporated areas, but only within those constraints.

Concerns were raised by Lemont Sunhill residents regarding site impacts such as signage, drainage, landscaping, and sewage. Attorney Mike Stillman stated that these issues are addressed in contract sections 7.1 through 7.9. Separately, he recommended discussing a boundary issue between Romeoville and Lemont, though it was noted that the cost would likely be impractical.

On long-term infrastructure planning, Mayor Egofske asked about the timeline for a second water tower. Theresa responded that it likely would not be needed until roughly 30 years after the first tower is built. Based on projected demand through 2030, full buildout demand across all six member communities is estimated at about 103 million gallons per day**.** Current demand is closer to the low 40 million gallons per day range (MGD)**.** The Village Board would like to have continuous updates.

**III.D Discussion Regarding Potential U.S. Census Bureau Special Census**

Since the 2020 U.S. Census, the Village of Lemont has experienced continued residential growth through new subdivisions, annexations, and residential construction activity. The Village's official 2020 Census population was 17,629 residents, with 6,565 households and 6,773 housing units. From 2021 through 2025, the Village issued 552 permits for new residential dwelling units and approved zoning entitlements for approximately 642 additional housing units. During the same period, the Village completed eight annexations totaling approximately 223 acres, several of which were residential in nature. The U.S. Census Bureau offers governmental units the opportunity to conduct a Special Census between decennial censuses in order to obtain updated official population counts. Updated population figures may impact certain state-shared revenue distributions that are allocated on a per-capita basis. Staff conducted a preliminary review of Census tract geography and current Census Bureau requirements for a partial Special Census. Based on this review, the Village likely does not contain a full

Census tract entirely within municipal boundaries, which may limit eligibility for a partial Special Census and require consideration of a full census.

Jason Berry noted that the local school districts are conducting their own demographic studies, while the Village is also considering a special census to obtain updated population data. The purpose of the special census is to capture growth that is not reflected in the most recent federal census, since a portion of state income tax revenue is tied to population and could increase with updated counts.

Historical data used in the discussion goes back to 1990, showing that growth slowed significantly after the recession due to reduced access to home loans. Current growth is modest at about 0.5 percent per year, with development activity primarily coming from Pulte Builders. The Village also noted there are very few vacant properties, as many older homeowners are staying in place. The Gleneagles subdivision was identified as the area with the most remaining development potential, with about 144 lots still available. School enrollment data shows approximately 2,600 students in District 113A.

Mayor Egofske emphasized that the issue involves both the census process and school district population impacts. Staff indicated they will complete the application within 30 days and submit it to the state or federal government for review. The expected financial impact of an updated census is estimated at approximately $337,000 in additional annual revenue. The Board agreed to proceed with submitting the application for the special census.

**III.E Village Board Advocacy Efforts Direction**

Staff was asked by a trustee to present a resolution to the full board taking a position on a statewide legislative act. Typically if the Village Board were to pass supporting or opposing resolutions of statewide legislative actions it would be made in synergies with our regional partners. As such, for the committee discussion is a summary of our regional membership and further direction to what level does the Board want to take an individual advocacy position on statewide issues or continue down this path.

George Schafer stated that the Village generally follows the positions and recommendations of the Illinois Municipal League (IML) and other Councils of Governments (COGs) to which the Village belongs. He noted that each organization has its own legislative priorities and that the Village has not typically taken independent positions on specific legislation, instead relying on the guidance of its regional associations. The Mayor indicated a willingness to support resolutions aligned with IML positions.

Trustee Shaughnessy asked whether the Village should advocate for the repeal of certain provisions of the Illinois SAFE-T Act. He cited the police body camera requirements as an example and expressed concern that his views regarding the SAFE-T Act are not being adequately represented. Trustee Shaughnessy stated, in his view, individuals convicted of serious offenses, including murder, are being placed on home monitoring and the Village Board should take a stronger public position on the issue.

Trustee Sniegowski stated that he supports working through the Village's lobbyist and prefers to remain aligned with the existing advocacy team. The Mayor commented that state representatives need local support because of their role and influence in Springfield. Trustee McClafferty encouraged residents to elect representatives who will effectively advocate for their interests in Springfield. The Mayor suggested reaching out to Minority Leader John Curran for additional guidance and recommendations. The Board expressed agreement with this approach.

**IV. Unfinished Business**

**V. New Business**

**VI. Audience Participation**

Dave W. – Lemont's growth is looking to become a senior citizen community.

**VII. Executive Session Discussion Under Chapter 5 ILCS 120**

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

**VII. Adjourn** - The Committee of the Whole Meeting is adjourned at 8:20 p.m.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Darshana Prakash, Finance
THROUGH:
SUBJECT: Approval of Disbursements
DATE: June 8, 2026

**SUMMARY/BACKGROUND**

**ANALYSIS**

***Consistency with Village Policy***

**STAFF RECOMMENDATION**
Approval of Disbursements

**BOARD ACTION REQUESTED**
Approval of Disbursements

**ATTACHMENTS**
5-12 thru 5-25-26.pdf

Village of Lemont

# Payment Register

**From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026**

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| FM-Clearing - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 27197 | 05/18/2026 | Open | | | Accounts Payable | HAWTHORNE, JEFFREY, J | $4,500.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-03-26 JH | | 03/20/2026 | Lemont Cruise Nights DJ | | | $4,500.00 | | |
| 27198 | 05/25/2026 | Open | | | Accounts Payable | ADS LLC | $3,460.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 35760-0326 | | 03/31/2026 | CSO flow monitoring and reporting | | | $1,730.00 | | |
| | 35760-0426 | | 04/30/2026 | CSO flow monitoring and reporting | | | $1,730.00 | | |
| 27199 | 05/25/2026 | Open | | | Accounts Payable | AIRGAS USA, LLC | $340.80 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 5524153983 | | 04/30/2026 | welding tank rental | | | $340.80 | | |
| 27200 | 05/25/2026 | Open | | | Accounts Payable | AT&T MOBILITY | $912.43 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | VIO042026 | | 05/04/2026 | plate readers 04/05/26-05-04-26 | | | $912.43 | | |
| 27201 | 05/25/2026 | Open | | | Accounts Payable | COMED | $11,937.14 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-0372 | | 05/06/2026 | 0372871222 - Main St lift station - Bell Rd, Main St | | | $138.96 | | |
| | 26-05-3410 | | 05/06/2026 | 3410135000 - 322 Main St Village Greens | | | $43.87 | | |
| | 26-05-6027 | | 05/06/2026 | 6027474000 - charging station 1001 Main St | | | $172.86 | | |
| | 26-05-6058 | | 05/08/2026 | 6058324000 - street lights - 44 Stephen St | | | $71.11 | | |
| | 26-05-9074 | | 05/07/2026 | 9074779000 - street lights - Houston 1 N Schultz | | | $42.59 | | |
| | 26-05-3596 | | 05/07/2026 | 3596872222 - street lights - 451 Talcott | | | $23.21 | | |
| | 26-05-5960 | | 05/07/2026 | 5960296035 - 1153 State St well#3 | | | $5,360.28 | | |
| | 26-05-4974 | | 05/07/2026 | 4974273000 - 1345 Acorn St lift station | | | $82.77 | | |
| | 26-05-4863 | | 05/06/2026 | 4863382222 - 310 River Street | | | $898.57 | | |
| | 26-04-2567 | | 05/05/2026 | 2567508000 - street lights - 0 Stephen St in alley off canal | | | $344.99 | | |
| | 26-045-1564 | | 05/06/2026 | 1564676000 - street lights - 411 Singer Ave rear | | | $91.85 | | |
| | 26-04-6622 | | 04/30/2026 | 6622962222 - 0 W State St 1 N Canal*Festival | | | $49.43 | | |
| | 26-04-8611 | | 04/29/2026 | 861103222 - street lights - 0 Talcott St E of Stephen | | | $228.72 | | |
| | 26-04-7624 | | 04/29/2026 | 7624242000 - street lights - 1080 Norwalk Rd | | | $2,755.93 | | |
| | 26-04-8277 | | 04/29/2026 | 8277215000 - street lights - 0 Main St Stephen St | | | $499.72 | | |
| | 26-04-5957 | | 04/29/2026 | 5957861222 - street lights - 164 E Peiffer | | | $102.86 | | |
| | 26-04-4935 | | 04/29/2026 | 4935873000 - street lights - Illinois E of Stephen | | | $19.77 | | |
| | 26-04-2378 | | 04/29/2026 | 2378636000 - Ed Bossert Dr Metro 0 E State St | | | $23.46 | | |
| | 26-04-1305 | | 04/29/2026 | 1305761222 - street lights - Stephen St 1 S River St | | | $85.90 | | |
| | 26-04-1294 | | 04/29/2026 | 1294042222 - 0 W Stephen St 1 N Sanitary Canal | | | $22.30 | | |
| | 26-05-1891 | | 05/06/2026 | 1891962222 - street lights - KA Steel path | | | $45.85 | | |
| | 26-05-4007 | | 05/06/2026 | 4007082222 - 13488 S. Archer Ave lift station | | | $147.35 | | |
| | 26-05-8124 | | 05/06/2026 | 812407200 - 16742 Pasture Dr lift station | | | $139.70 | | |
| | 26-05-1056 | | 05/07/2026 | 1056633000 - street lights - 47 Stevens St | | | $85.40 | | |
| | 26-05-0135 | | 05/07/2026 | 0135005000 - 12799 Marble St lift station | | | $83.92 | | |
| | 26-05-1276 | | 05/07/2026 | 1276772222 - 55 Stephen St Safety Village | | | $138.54 | | |
| | 26-05-9207 | | 05/07/2026 | 9207333000 - 0 N New Ave 101 Main St | | | $237.23 | | |

# Payment Register

**From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026**

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27202 | 05/25/2026 | Open | | | Accounts Payable | J.L. ADLER ROOFING AND SHEET METAL, INC. | $634.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | SD26-199 | | 05/13/2026 | roof repairs | | | $634.00 | | |
| 27203 | 05/25/2026 | Open | | | Accounts Payable | KELBUS, SUSAN | $649.72 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-15 SK | | 05/14/2026 | 2024 PROPERTY TAX REBATE - 13108 RED DR | | | $649.72 | | |
| 27204 | 05/25/2026 | Open | | | Accounts Payable | LEMONT FIRE PROTECTION DISTRICT | $1,100.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-15 FPD | | 05/14/2026 | 4/01/26-4/30/26 LAND CASH | | | $1,100.00 | | |
| 27205 | 05/25/2026 | Open | | | Accounts Payable | LEMONT HIGH SCHOOL DIST 210 | $10,665.88 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-15 D210 | | 05/14/2026 | 4/01/26-4/30/26 LAND CASH | | | $10,665.88 | | |
| 27206 | 05/25/2026 | Open | | | Accounts Payable | LEMONT POLICE DEPT - PETTY CASH | $372.25 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-04-30 LPD | | 05/14/2026 | PD PETTY CASH | | | $372.25 | | |
| 27207 | 05/25/2026 | Open | | | Accounts Payable | LEMONT-BROMBEREK COMBINED SCHOOL DIST 113A | $22,176.81 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-15 113A | | 05/14/2026 | 4/01/26-4/30/26 LAND CASH | | | $22,176.81 | | |
| 27208 | 05/25/2026 | Open | | | Accounts Payable | O'HARE TOWING SERVICE, INC. | $204.50 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 204.50 | | 01/23/2026 | tow bd179 | | | $204.50 | | |
| 27209 | 05/25/2026 | Open | | | Accounts Payable | HART SOLUTIONS LLC | $2,000.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | VLO4302026 | | 05/14/2026 | WILL COUNTY CONSULTING | | | $2,000.00 | | |
| 27210 | 05/20/2026 | Open | | | Accounts Payable | AWARD EMBLEM MFG. CO., INC. | $9.80 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 437069 | | 05/13/2026 | GONZALEZ-RETIREMENT ENGRAVING | | | $9.80 | | |
| 27211 | 05/20/2026 | Open | | | Accounts Payable | CASTLETOWN HOMES, INC. | $2,136.97 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26.05.13 CT | | 05/13/2026 | REFUND CC FEES CHARGED IN ERROR | | | $136.97 | | |
| | NRES-25-71C | | 05/13/2026 | REFUND 12186 MORANDI CT | | | $1,000.00 | | |
| | FIBA-26-3C | | 05/13/2026 | REFUND 12186 MORANDI CT | | | $1,000.00 | | |
| 27212 | 05/20/2026 | Open | | | Accounts Payable | EMERGENCY SERVICES MARKETING CORP INC | $314.10 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | INV18709 | | 05/13/2026 | I AM RESPONDING-LEMA CALLOUT APP | | | $314.10 | | |
| 27213 | 05/20/2026 | Open | | | Accounts Payable | HUSCHER, KELLY | $22.48 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | MILEAGE 5-6-26 | | 05/13/2026 | MILEAGE 5/06/26 PERMIT TECH | | | $22.48 | | |

Village of Lemont

# Payment Register

**From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026**

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27214 | 05/20/2026 | Open | | | Accounts Payable | I-PAC | $100.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1063 | 05/13/2026 | ANNUAL ILLINOIS POLICE ACCREDITATION | $100.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27215 | 05/20/2026 | Open | | | Accounts Payable | J & J PARTY RENTAL | $2,460.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| as526 | 05/13/2026 | DOWNTOWN EVENT 5-09-26 | $2,460.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27216 | 05/20/2026 | Open | | | Accounts Payable | METROPOLITAN EMERGENCY RESPONSE AND INVESTIGATION | $9,000.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 26-04-01 MER | 05/13/2026 | ANNUAL DUES FY27 | $9,000.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27217 | 05/20/2026 | Open | | | Accounts Payable | ORCHARD HILL CONSTRUCTION | $36.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| NRES-26-36 | 05/13/2026 | Refund 1368 Baimbridge CT-New resident permit fee | $36.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27218 | 05/20/2026 | Open | | | Accounts Payable | PULTE GROUP | $20,500.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| NRES-25-76LT | 05/13/2026 | Refund 12407 Killarney DR | $13,000.00 |
| NRES-25-76C | 05/13/2026 | REFUND 12407 KILLARNEY DR | $1,000.00 |
| NRES-25-60LT | 05/13/2026 | REFUND-12663 ROSSAVEAL WAY | $5,500.00 |
| NRES-25-60C | 05/13/2026 | REFUND 12663 ROSSAVEAL WAY | $1,000.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27219 | 05/20/2026 | Open | | | Accounts Payable | ROBERT AND DAWN DAVIS | $1,000.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| ARES-25-31C | 05/13/2026 | REFUND-917 EAST ST | $1,000.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27220 | 05/20/2026 | Open | | | Accounts Payable | SOUTH SUBURBAN BUILDING OFFICIALS ASSOC. | $105.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| O52026-1 | 05/13/2026 | STAFF TRAINING | $105.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27221 | 05/20/2026 | Open | | | Accounts Payable | THE BROADCAST BASEMENT, LIMITED | $1,500.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 05012026-8 | 05/13/2026 | 4/1/26 LEMONT UNLOCKED PODCAST | $1,500.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27222 | 05/20/2026 | Open | | | Accounts Payable | TRI-RIVER POLICE TRAINING REGION, INC. | $2,840.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 5548 | 05/13/2026 | TRAINING | $2,840.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27223 | 05/20/2026 | Open | | | Accounts Payable | VELAN SOLUTIONS, LLC | $870.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| 1156 | 05/13/2026 | PEER SUPPORT/SWORN | $870.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27224 | 05/20/2026 | Open | | | Accounts Payable | A TOUCH OF GREEN | $1,000.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| PATI-25-44C | 05/13/2026 | REFUND - 13104 KETTERING WAY | $1,000.00 |

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27225 | 05/20/2026 | Open | | | Accounts Payable | BILL GILMAN | $1,000.00 | | |

| Invoice | Date | Description | Amount |
|---|---|---|---|
| SIDE-25-57C | 05/13/2026 | REFUND-60 DEBORAH DR | $1,000.00 |

# Payment Register

**From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026**

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 27226 | 05/20/2026 | Open | | | Accounts Payable | STEPHEN GRECO | $1,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | ACOM-25-38 C | | 05/13/2026 | REFUND - 316 CANAL ST. | | $1,000.00 | | | |
| 27227 | 05/20/2026 | Open | | | Accounts Payable | VITALIJA KUCINSKAITE | $1,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | ARES-24-40C | | 05/13/2026 | REFUND - 2 MAYFAIR CT | | $1,000.00 | | | |
| 27228 | 05/20/2026 | Open | | | Accounts Payable | ILLINOIS PROFESSIONAL EMERGENCY MANAGEMENT ASSOC | $180.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 050626-1 | | 05/13/2026 | IPEMA MEMBERSHIP - GARCIA,BOYER,MARO, BRADLEY | | $180.00 | | | |
| Type Check Totals: | | | | | 32 Transactions | | $104,027.88 | | |
| EFT | | | | | | | | | |
| 4959 | 05/25/2026 | Open | | | Accounts Payable | ANCEL, GLINK, P.C. | $17,716.14 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 26-05-08 AG | | 05/14/2026 | APRIL 2026 SERVICES | | $17,716.14 | | | |
| 4960 | 05/25/2026 | Open | | | Accounts Payable | BILLIG, PEGGY | $450.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 0174 | | 05/14/2026 | PLANNING AND ZONING COMMISSION MINUTES | | $450.00 | | | |
| 4961 | 05/25/2026 | Open | | | Accounts Payable | CHICAGO TRIBUNE MEDIA GROUP | $264.01 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 88009 | | 05/14/2026 | 4/30/26 PUBLIC HEARING NOTICES | | $264.01 | | | |
| 4962 | 05/25/2026 | Open | | | Accounts Payable | CIRCLE K STORES INC. | $315.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 2324017 | | 05/14/2026 | FLEET CAR WASH SERVICES | | $315.00 | | | |
| 4963 | 05/25/2026 | Open | | | Accounts Payable | GT MECHANICAL INC | $59,925.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 26022A | | 04/30/2026 | Old Police Station hvac system replacement | | $59,925.00 | | | |
| 4964 | 05/25/2026 | Open | | | Accounts Payable | HOPPY'S LANDSCAPING, INC | $7,750.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 6813-609 | | 05/18/2026 | Main Street Veteran's Memorial tree replacement | | $7,750.00 | | | |
| 4965 | 05/25/2026 | Open | | | Accounts Payable | HR GREEN, INC. | $33,038.06 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 201840 | | 05/04/2026 | Bridge repairs Old Lemont Road construction eng | | $4,512.75 | | | |
| | 201841 | | 05/04/2026 | MWRD sanitary sewer flow monitoring | | $1,900.00 | | | |
| | 201839 | | 05/04/2026 | FY26 water main improvements construction engineering | | $7,255.00 | | | |
| | 201844 | | 05/04/2026 | Parking Garage Phase 2 Design Engineering | | $2,904.06 | | | |
| | 201886 | | 05/06/2026 | general engineering services 3/28/26-4/30/26 | | $15,483.75 | | | |
| | 201802 | | 05/14/2026 | 3/28/26-4/30/26 DERBY FARMS PARK | | $112.50 | | | |
| | 201794 | | 05/14/2026 | 3/28/26-4/30/26 13769 MAIN STREET | | $870.00 | | | |
| 4966 | 05/25/2026 | Open | | | Accounts Payable | LEMONT PUBLIC LIBRARY DISTRICT | $1,877.66 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 26-05-15 LIB | | 05/14/2026 | 4/01/26-4/30/26 LAND CASH | | $1,877.66 | | | |

Village of Lemont

# Payment Register

**From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026**

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 4967 | 05/25/2026 | Open | | | Accounts Payable | MORRIS ENGINEERING, INC. | $5,045.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-11067 | | 05/14/2026 | MEI PLAN REVIEW 4/01/26-04/30/26 | | | $5,045.00 | | |
| 4968 | 05/25/2026 | Open | | | Accounts Payable | PACE ANALYTICAL SERVICES, LLC | $1,669.50 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 267208960 | | 03/31/2026 | sample testing | | | $1,669.50 | | |
| 4969 | 05/25/2026 | Open | | | Accounts Payable | RUSH TRUCK CENTERS | $258.52 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 3045708538 | | 04/07/2026 | parts | | | $258.52 | | |
| 4970 | 05/25/2026 | Open | | | Accounts Payable | T.P.I. BUILDING CODE CONSULTANTS INC | $7,056.00 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 202604 | | 05/14/2026 | TPI INSPECTIONS APRIL 2026 | | | $7,056.00 | | |
| 4971 | 05/25/2026 | Open | | | Accounts Payable | TIFCO INDUSTRIES | $467.55 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 72189380 | | 04/17/2026 | tools/supplies | | | $467.55 | | |
| 4972 | 05/25/2026 | Open | | | Accounts Payable | Vital Records Holdings, LLC | $61.78 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 6348226 | | 05/14/2026 | VH SHREDDING - APRIL 2026 | | | $61.78 | | |
| 4974 | 05/19/2026 | Open | | | Accounts Payable | HR GREEN, INC. | $67,034.76 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 197647 | | 01/14/2026 | general engineering services 11/29/25-12/31/25 | | | $12,858.17 | | |
| | 197564 | | 01/14/2026 | parking garage phase 1 const eng | | | $159.66 | | |
| | 197561 | | 01/14/2026 | Stephen Street Retaining Wall construction engineering2303238.01 | | | $968.00 | | |
| | 197569 | | 01/14/2026 | Archer & Derby PW Annex Landscaping Material Storage Bins Paving | | | $1,140.00 | | |
| | 197570 | | 01/14/2026 | Archer Ave & Derby Rd PW Annex Salt Dome design & const eng | | | $580.45 | | |
| | 197565 | | 05/19/2026 | 11/29/25-12/31/25 EQUESTRIAN VILLAGE SUBD. | | | $112.50 | | |
| | 197571 | | 01/14/2026 | Ruffled Feathers drainage 2303916 | | | $506.25 | | |
| | 197573 | | 01/14/2026 | FY25 Village WIde Detention Basin Maintenance 2303927 | | | $168.75 | | |
| | 197559 | | 05/19/2026 | 11/29/25-12/31/25 RILLY'S POINT PARKING LOT | | | $168.75 | | |
| | 197580 | | 01/14/2026 | Heritage Quarries I&M Canal Trail Amenity Improvement design eng | | | $6,000.00 | | |
| | 197582 | | 01/14/2026 | FY26 water main improvements construction engineering | | | $8,402.69 | | |
| | 197583 | | 01/14/2026 | 2025 Tree Replacement project engineering | | | $150.14 | | |
| | 197598 | | 01/14/2026 | 2025 I&I Improvements smoke testing, manhole repairs eng | | | $451.79 | | |
| | 197599 | | 01/14/2026 | Bridge repairs Old Lemont Road construction eng | | | $341.23 | | |
| | 197600 | | 01/14/2026 | FY27 water main improvement design engineering 2404045 | | | $14,000.00 | | |
| | 197613 | | 01/14/2026 | CSO Outfall 003 Hydrodynamic Separator Design Eng | | | $1,156.25 | | |
| | 197605 | | 01/14/2026 | I&M Canal CSO Outfall 002 Baffle Wall eng | | | $1,819.70 | | |
| | 197607 | | 01/14/2026 | GIS Utility Surveying - Horizontal Location | | | $2,500.00 | | |
| | 197611 | | 01/14/2026 | SWCM STP applications | | | $1,393.25 | | |

Village of Lemont

# Payment Register

**From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026**

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|---|
| | 197567 | | 05/19/2026 | 11/29/25-12/31/25 GLENEAGLES PUD | | | $290.00 | | | |
| | 197615 | | 01/14/2026 | FY27 water main improvements CN Railroad Crossings Design Eng | | | $168.75 | | | |
| | 197207 | | 01/14/2026 | 131st St & Derby Rd Traffic Signal Design Eng | | | $2,840.83 | | | |
| | 197568 | | 05/19/2026 | 11/29/25-12/31/25 COPPER RIDGE PUD | | | $225.75 | | | |
| | 197572 | | 05/19/2026 | 11/29/25-12/31/25 DONEGAL RT. 83 WORK ORDER | | | $467.85 | | | |
| | 197574 | | 05/19/2026 | 11/29/25-12/31/25 13769 MAIN ST PARKING LOT EXPANSION | | | $1,601.25 | | | |
| | 197575 | | 05/19/2026 | 11/29/25-12/31/25 HOFFMAN RESUBDIVISION | | | $137.00 | | | |
| | 197577 | | 05/19/2026 | 11/29/25-12/31/25 GRAND PRAIRIE WATER COM. WATER TOWER SITE | | | $112.50 | | | |
| | 197610 | | 05/19/2026 | PROFESSIONAL SERVICES THRU 12/31/25 | | | $393.75 | | | |
| | 197609 | | 05/19/2026 | 11/29/25-12/31/25 ROLLING MEADOWS PHASE 4 | | | $112.50 | | | |
| | 201836 | | 05/19/2026 | 03/28/26-04/30/26 MARBELLA PUD SUBD. | | | $562.50 | | | |
| | 201837 | | 05/19/2026 | 03/28/26-04/30/26 DONEGAL RT. 83 WORK ORDER | | | $596.25 | | | |
| | 197563 | | 05/19/2026 | 11/29/25-12/31/25 13275 & 13337 MAIN ST | | | $1,828.75 | | | |
| | 197608 | | 05/19/2026 | 11/29-12/31/25 SEVEN OAKS TOWNHOMES - PH2 | | | $4,819.50 | | | |
| 4975 | 05/19/2026 | Open | | | Accounts Payable | JAMES MAILHIOT | | $1,700.00 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 21 | | 05/19/2026 | 4/21/26-4/28/26 HEALTH INSPECTION | | | $800.00 | | | |
| | 20 | | 05/19/2026 | 3/19/26-4/16/26 HEALTH INSPECTION | | | $900.00 | | | |
| 4976 | 05/19/2026 | Open | | | Accounts Payable | MUNICIPAL GIS PARTNERS, INC | | $5,376.00 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 8463 | | 05/19/2026 | NOVEMBER 26-GIS SERVICES | | | $5,376.00 | | | |
| 4978 | 05/25/2026 | Open | | | Accounts Payable | PITNEY BOWES RESERVE ACCOUNT | | $1,000.00 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 26-05-11 PBPP | | 05/13/2026 | THRU 5-11-26 POSTAGE | | | $1,000.00 | | | |
| 4979 | 05/20/2026 | Open | | | Accounts Payable | ALL TOGETHER LLC | | $6,740.00 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 516 | | 05/13/2026 | LEMONT DOWNTOWN MAY 2026 | | | $6,740.00 | | | |
| 4980 | 05/20/2026 | Open | | | Accounts Payable | ARTISTIC ENGRAVING | | $148.75 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 27671 | | 05/13/2026 | RETIREMENT-GONZALEZ COMM/EVENT SUPP-GEN | | | $148.75 | | | |
| 4981 | 05/20/2026 | Open | | | Accounts Payable | BILLIG, PEGGY | | $892.50 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 0175 | | 05/13/2026 | 5/06/26 PZC MINUTES | | | $892.50 | | | |
| 4982 | 05/20/2026 | Open | | | Accounts Payable | JAMES MAILHIOT | | $1,200.00 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 22 | | 05/13/2026 | 5/05/26-5/12/26 HEALTH INSPECTION | | | $1,200.00 | | | |
| 4983 | 05/20/2026 | Open | | | Accounts Payable | PRESECKY, BRIGID | | $600.00 | | |
| | Invoice | | Date | Description | | | Amount | | | |
| | 1358038 | | 05/13/2026 | DOWNTOWN BIS EVENT-MOMS, BEAUTY AND WELLNESS WALK | | | $600.00 | | | |

Village of Lemont

# Payment Register

**From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026**

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|---|---|---|---|---|---|---|---|---|---|
| 4984 | 05/20/2026 | Open | | | Accounts Payable | RAINBOW CLEANING SPECIALIST INC.,YORA CLEANING | $5,307.75 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 223956 | | 05/13/2026 | MAY 2026 CLEANING | | | $5,307.75 | | |
| 4985 | 05/20/2026 | Open | | | Accounts Payable | RAINBOW PRINTING | $379.44 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 416224 | | 05/13/2026 | SORRY - DOOR HANGERS | | | $379.44 | | |
| 4986 | 05/20/2026 | Open | | | Accounts Payable | ROY GARCIA - RFG CONSULTING | $1,738.02 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 0012 | | 05/13/2026 | JEWEL CLEANING MATERIALS | | | $28.02 | | |
| | 0013 | | 05/13/2026 | UNIFORMS-ROY GARCIA FROM LINA EMBROIDERY | | | $60.00 | | |
| | 10 | | 05/13/2026 | LEMA/OTH SVCS-CONSULTING 5/03-5/09/26; 05/26-5/16/26 | | | $1,650.00 | | |
| 4987 | 05/20/2026 | Open | | | Accounts Payable | SEACOAST BUSINESS FUNDING & CROSSING GUARD | $779.80 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 2178 | | 05/13/2026 | 4/27/2026-5/10/2026 Crossing Guards | | | $779.80 | | |
| 4988 | 05/20/2026 | Open | | | Accounts Payable | SOUTHWEST CENTRAL DISPATCH | $33,947.31 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-01 SCD | | 05/13/2026 | MAY 2026 | | | $33,947.31 | | |
| 4989 | 05/20/2026 | Open | | | Accounts Payable | THIRD MILLENIUM ASSOCIATES INC | $4,901.30 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 34474 | | 05/13/2026 | VEHICLE STICKER PROGRAM 6/01/26-5/31/27 | | | $651.25 | | |
| | 34475 | | 05/13/2026 | VEHICLE STICKER PROGRAM 6/01/26-5/31/27 | | | $855.17 | | |
| | 34476 | | 05/13/2026 | VEHICLE STICKER PROGRAM 6/01/26-5/31/27 | | | $1,499.84 | | |
| | 34477 | | 05/13/2026 | VEHICLE STICKER PROGRAM 6/01/26-5/31/27 | | | $1,309.07 | | |
| | 34423 | | 05/13/2026 | VILLAGE OF LEMONT UTILITY BILL RENDERING - 5/01/26 | | | $585.97 | | |
| 4990 | 05/20/2026 | Open | | | Accounts Payable | UNIFIRST CORPORATION | $183.76 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 1651227746 | | 05/13/2026 | 1658751 - Village Hall carpet mats | | | $183.76 | | |
| 4992 | 05/22/2026 | Open | | | Accounts Payable | UNITED STATES POSTAL SERVICE | $5,174.98 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-12 USPS | | 05/06/2026 | 2026-2027 Vehicle sticker mailing | | | $5,174.98 | | |
| 4993 | 05/22/2026 | Open | | | Accounts Payable | UNITED STATES POSTAL SERVICE | $332.26 | | |
| | Invoice | | Date | Description | | | Amount | | |
| | 26-05-22 USPS | | 05/22/2026 | MAY 2026 LATE NOTICE POSTAGE | | | $332.26 | | |
| Type EFT Totals: | | | | | 32 Transactions | | $273,330.85 | | |
| FM-Clearing - Accounts Payable Totals | | | | | | | | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 32 | $104,027.88 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 32 | $104,027.88 | $0.00 |

Village of Lemont

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From Payment Date: 5/12/2026 - To Payment Date: 5/25/2026

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|---|---|---|---|---|---|---|---|---|---|

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 32 | $273,330.85 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Total | 32 | $273,330.85 | $0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | Open | 64 | $377,358.73 | $0.00 |
| | Reconciled | 0 | $0.00 | $0.00 |
| | Voided | 0 | $0.00 | $0.00 |
| | Stopped | 0 | $0.00 | $0.00 |
| | Total | 64 | $377,358.73 | $0.00 |

**Grand Totals:**

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | **Open** | **32** | **$104,027.88** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **32** | **$104,027.88** | **$0.00** |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | **Open** | **32** | **$273,330.85** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Total** | **32** | **$273,330.85** | **$0.00** |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|---|---|---|---|---|
| | **Open** | **64** | **$377,358.73** | **$0.00** |
| | **Reconciled** | **0** | **$0.00** | **$0.00** |
| | **Voided** | **0** | **$0.00** | **$0.00** |
| | **Stopped** | **0** | **$0.00** | **$0.00** |
| | **Total** | **64** | **$377,358.73** | **$0.00** |

Village of Lemont

# Refunds in OpenGov

Building Permits/Contractor Licenses

**4/21/26 - 5/21/26**

| Date Paid | Permit # | Permit Type | Applicant Name | Amount | Refund Method |
|---|---|---|---|---|---|
| 5/12/2026 | IRRI 24-25 | IRRIGATION | PATRICK PENDERGAST | $1,000.00 | CREDIT CARD |
| 5/12/2026 | ROOF 26-15 | ROOFING | NERIJUS GERDVILA | $1,000.00 | CREDIT CARD |
| 5/12/2026 | ROOF 26-35 | ROOFING | NERIJUS GERDVILA | $1,000.00 | CREDIT CARD |
| 5/12/2026 | DECK 26-6 | DECK | ALEX VIERU | $1,000.00 | CREDIT CARD |
| 5/12/2026 | MISC 26-4 | SOLAR PANELS, GENERATORS, RADON, ETC | SUNRUN INSTALLATION SVCS | $1,000.00 | CREDIT CARD |
| 5/12/2026 | MISC 25-67 | SOLAR PANELS, GENERATORS, RADON, ETC | ROBERT MILCHLING | $1,000.00 | CREDIT CARD |
| 5/12/2026 | ROOF 25-143 | ROOFING | VIBIA FIGUEROA | $1,000.00 | CREDIT CARD |
| 5/12/2026 | ARES 26-3 | RESIDENTIAL: ADDITIONS, REMODELS | DOMINIC BOCCONCELLI | $1,000.00 | CREDIT CARD |
| 5/12/2026 | PATI 26-7 | PATIO | MATTHEW KOZAK | $1,000.00 | CREDIT CARD |
| 5/12/2026 | MISC 26-5 | SOLAR PANELS, GENERATORS, RADON, ETC | ERIC ULLRICH | $1,000.00 | CREDIT CARD |
| 5/13/2026 | ACOM 25-29 | COMMERCIAL: ADDITIONS, REMODELS | MEG BERGER | $1,000.00 | CREDIT CARD |
| 5/18/2026 | ROOF 26-8 | ROOFING | EMPIRE RENOVATION | $1,000.00 | CREDIT CARD |
| 5/18/2026 | FIRE 25-17 | FIRE SPRINKLER | SONG CHA | $1,000.00 | CREDIT CARD |
| 5/19/2026 | MISC 25-54 | SOLAR PANELS, GENERATORS, RADON, ETC | MITHUL GARG | $1,000.00 | CREDIT CARD |
| | | | **Total Refunds** | **$14,000.00** | |

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

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Execution of Lead Water Service Line Replacement Agreements for Phase Two
DATE: June 8, 2026

**SUMMARY/BACKGROUND**
The Public Works Department has been working with HR Green Inc. to prepare the lead service line replacement program map, inventory and complete the necessary work for the EPA requirements for lead water service lines. Twenty-Seven (27) properties have been identified for the Second phase of replacements. Since the replacements are located on private property, a Lead Water Service Line Replacement Agreement must be completed between the homeowner and the Village. This Resolution requests authorization for the Village Administrator to execute these agreements.

**ANALYSIS**

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

**STAFF RECOMMENDATION**
Pass A Resolution Authorizing the Execution of Lead Water Service Line Replacement Agreements for Phase Two

**BOARD ACTION REQUESTED**
Pass A Resolution Authorizing the Execution of Lead Water Service Line Replacement Agreements for Phase Two

**ATTACHMENTS**
A Resolution Authorizing the Execution of Lead Water Service Line Replacement Agreements for Phase Two.pdf

# VILLAGE OF LEMONT

# RESOLUTION
## NUMBER R-___-26

**A RESOLUTION AUTHORIZING THE EXECUTION OF LEAD WATER SERVICE LINE REPLACEMENT AGREEMENTS FOR PHASE TWO**

**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 AUTHORIZING THE EXECUTION OF LEAD WATER SERVICE LINE REPLACEMENT AGREEMENTS FOR PHASE TWO**

---

**WHEREAS** the Village of Lemont, Illinois is in need of lead water service line replacements for Phase Two; and

**WHEREAS,** the Village of Lemont requires a Lead Water Service Line Replacement Agreement to investigate and replace lead water service lines on private property: and

**WHEREAS**, the Village Administrator requests the approval of Village President and Board of Trustees to execute the Lead Water Service Line Replacement Agreements, as needed; and

**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:**

That the President and Board of Trustees are hereby authorized in approving the Village Administrator authority to execute Lead Water Service Line Replacement Agreements as attached hereto as **Exhibit A**.

**S SECTION 3:**

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.

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

## Lead Water Service Line Replacement Agreement Phase Two

**VILLAGE OF LEMONT**

**LEAD WATER SERVICE LINE REPLACEMENT AGREEMENT**

**PROPERTY ADDRESS:**

**PROPERTY P.I.N. NUMBER(S):**

**OWNER(S) OF THE PROPERTY:**

---

This Lead Water Service Line Replacement Agreement ("**Agreement**") is entered into between the Village of Lemont, an Illinois municipal corporation and non-home rule unit of local government (the "**Village**"), and the Owner of certain Property described herein as "Owner" and "Property" are defined herein. The Village and Owner are herein referenced collectively as "**Parties**".

**RECITALS**

1. WHEREAS, it has been determined that the use of lead water pipes is detrimental to human health and that the replacement of Village water pipes with non-lead pipes will reduce residents' exposure to lead; and

2. WHEREAS, the Village has therefore determined that it is in the best interest, safety, and welfare of its residents to replace a portion of certain residential lead water service lines at no cost to private homeowners, namely the replacement of the water service line that extends from the Village's water utility system to the residential water meter (the "**Village of Lemont Lead Water Service Replacement Project**");

3. WHEREAS, the individuals or entities listed above (collectively referenced herein, whether one or more owners, as "**Owner**" or **"Owner(s)"**) represent and affirm that they own the real property described above, including but not limited to the residence ("**Residence**") located thereon, (together referenced herein as the "**Property**"), and that they have the authority to enter into this Agreement; and

4. WHEREAS, the Owner may delegate authority for its obligations hereunder to another individual ("**Owner's Representative**") if the Owner provides the Village with written notification authorizing the Owner's Representative to act on the Owner's behalf under this Agreement and in such notification provides the Owner's Representative's current address, email address, and telephone number. See page 6 of this Agreement.

5. WHEREAS, the Village and its contractors will require access to the Property including the Residence thereon, in order to perform the Work described herein, including but not limited to the installation of a new underground water service line which will require access to the Property and to the inside of the Residence to connect the new water service line to the existing water meter location.

**NOW THERFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:**

1. **Recitals Incorporated.**

1.1 The Recitals set forth above are material terms of this Agreement and are incorporated in their entirety by reference in this Section 1.1.

2. **Work Performed.**

2.1 Work Performed. The work to be performed by the Village or its Contractor, described in this Section 2, is cumulatively referenced in this Agreement as the "**Work**".

2.1.1 Lead Service Replacement. The Village and its approved contractor ("**Contractor**") will install a new Village underground water service line connection from the water main located in Village parkway to a new Village B-Box/curb stop installation at the Owner's front Property line, and then into the Owner's Residence where it will connect to the existing water meter. The Village will determine the location of the installation of the water service connection which, in most instances, will be in close proximity to the original location. The Village and its Contractor will take precautions to minimize damage to the Property and the interior and exterior of the Residence.

2.1.1.1 Whenever possible, the water service line will be installed by trenchless methods from the B-Box/curb stop installation to the foundation. The Contractor will then excavate next to the foundation to core an opening/hole in the foundation. The new water service will pass through this opening and connect to the water meter located inside the Owner's Residence. The opening/hole will then be sealed.

2.1.1.2 If trenchless methods are not possible, the Village or its Contractor will discuss alternative measures with the Owner or Owner's Representative.

2.1.2 Restoration. The Village or its Contractor will perform the restoration work described in Section 4 below.

**3. Right of Access: Pre-Meeting: Clearance of Work Area; and Notice.**

3.1 Right of Access. The Owner grants the Village and its Contractor, and their respective employees and agents, the right to enter the Property, including the Residence, in order to perform the Work described herein and for the Pre-Meeting described in Section 3.2 below. Such access shall be provided between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday unless otherwise agreed to by the Owner and the Village.

3.2 Pre-Meeting. Before beginning any Work under this Agreement, the Village or its Contractor will schedule a pre-meeting with the Owner or the Owner's Authorized Representative, as applicable, at which meeting the following will be discussed: (i) the

methods of Work; (ii) the timing of the Work; (iii) where on the Property, including the Residence, the Work will be performed; (iv) which areas of the Residence need to be cleared by the Owner prior to commencement of Work (per Section 3.3 below); and (v) possible items of restoration (per Section 4 below).

Before commencing any Work, the Village or its Contractor will take pictures of the Property and Residence as needed to document their condition**.**

3.3 Owner's Responsibility to Clear the Work Area. It is the Owner's obligation hereunder to prepare a proper work environment for the Contractor to perform the Work, meaning that the interior and exterior of the Residence where the Work will be performed will be clear of clutter and other impediments.

3.4 Notice. The Village or Village Contractor will notify the Owner (or Owner's Authorized Representative) not less than twenty-four (24) hours in advance of the date the Work is to be performed. Forms of communication may include, but are not limited to: email, phone contact, mail, or door hanger.

**4. Restoration.**

4.1 The Village will be responsible for restoration as follows:

4.1.1 Upon completion of the Work, the Village or the Village's Contractor will restore the exterior of the Residence to its former condition as nearly as practical at no cost to the Owner. Acceptable items for restoration will be defined in the Pre-Meeting described in Section 3.2 above.

4.1.2 Where an opening/hole of a foundation wall in the Residence occurs in the performance of the Work described herein, as described in Section 2.1.1.1 above, the opening will be sealed by the Village or its Contractor. Any other restoration of the interior of the Residence shall be the responsibility of the Owner.

4.1.3 The Owner may contact the Village with any questions or concerns regarding the Work performed including restoration.

**5. Ownership; Warranty.**

5.1 Ownership by Village. Upon completion of the Work described herein, the Village shall own and maintain the portion of the water service line between the water main located in the Village right of way and the B-Box/curb stop located near the property line of the Property.

5.2 Ownership by Owner. Upon completion of the Work described herein, the Owner shall own and maintain the portion of the water service line from the B-Box/curb stop to the water meter located within the Residence. Notwithstanding the foregoing, the Village will warranty the material and workmanship of the portion of the Work performed on the water service line owned by the Owner for twelve (12) months following installation.

**6. Claims Related to Work.**

6.1 The Owner shall not sue or bring any other action or claim against the Village or the Village's Contractor, or their respective officers, agents, or employees, for any claim or damages caused by, related to, or arising out of the Work. The Owner hereby waives any right of subrogation related to the Work. The provisions herein shall survive the expiration or termination of this Agreement and shall continue until expiration of all limitation periods applicable to any causes of action which may arise from the Work.

**7. Term of Agreement.**

7.1 This Agreement shall remain in full force and effect until completion of the Work or two (2) years from the Effective Date of this Agreement, whichever is longer.

**8. Termination.**

8.1 Prior to commencement of the Work hereunder, this Agreement may be terminated by the Village (by the Project Manager) or by the Owner by giving written notice of termination to the other. Once the Work has begun, this Agreement may only be terminated by agreement of the Owner and the Director of the Department of Public Works.

**9. General Provisions.**

9.1 Entire Agreement. This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any and all prior agreements, understandings, promises, warranties, and representations made by each Party to the other concerning the subject matter. This Agreement may be modified only by a written document signed by all Parties.

9.2 Binding Effect. This Agreement is binding on the Parties and their heirs, successors and assigns.

9.3 Invalidity. If any part or any provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only without in any way affecting the remaining parts or provisions of this Agreement.

9.4 Choice of Law/Venue. This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules. All disputes shall be resolved in the Circuit Court where the Property is located as the sole and exclusive jurisdiction and venue.

9.5 Survival. The following provisions of this Agreement shall survive its expiration or termination: 4.1.2, 5.1, 5.2, 6.1, and Section 9.1 through Section 9.5.

9.5 Authority. The undersigned swear and affirm that they have the lawful right to sign this Agreement on behalf of the Village and the Owner respectively.

9.6 Effective Date. The effective date ("**Effective Date**") of this Agreement shall be the date on which it is fully executed by the Parties hereto.

The undersigned represent that they have read and understand the terms of this Agreement, and that they hereby agree to be bound by its terms.

**VILLAGE OF LEMONT**

By:_____
George Schafer
Village Administrator

ATTEST

By:_____
Charlene Smollen
Village Clerk

Date: _____

**OWNER(S)**

Owner's Signature: _____

Print Name:_____

Date: _____

*[If more than one owner]*

Owner's Signature: _____

Print Name:_____

Date: _____

**OWNER(S) CONTACT INFORMATION:**

Name(s) [Please Print]:

_____

Email address: _____

Telephone No.:_____

Additional email addresses and/or telephone numbers: _____

_____

**If Owner(s) wish to designate another individual to act as their Authorized Representative under the Agreement, please complete the following section:**

**DESIGNATION OF AUTHORIZED REPRESENTATIVE:**

As Owner(s) of the Property, I (we) hereby authorize the individual listed below to act on my (our) behalf for all purposes under this Agreement.

Name(s) [Please Print]: _____

Email address: _____

Telephone No.:_____

Owner(s) Signatures _____

Date: _____

**Exhibit B**

**Lead Water Service Line Replacement Agreement Property Listing Phase Two**

**Lead Water Service Line Replacement Project Phase Two Property List**

| | |
|---|---|
| 1 E Logan Street | 22-29-105-008-0000 |
| 15 E Logan Street | 22-29-105-014-0000 |
| 37 East Logan | 22-29-106-018-0000 |
| 220 Freehauf Street | 22-29-230-048-0000 |
| 220 Short Street | 22-29-225-009-0000 |
| 305 Stephen Street | 22-20-428-002-0000 |
| 306 Stephen Street | 22-20-427-011-0000 |
| 308 Stephen Street | 22-20-427-015-0000 |
| 401 Lemont Street | 22-20-440-001-0000 |
| 500 Ledochowski St | 22-20-441-005-0000 |
| 508 State Street | 22-29-104-009-0000 |
| 512 Czacki Street | 22-20-440-025-0000 |
| 600 Moczygemba St | 22-29-207-001-0000 |
| 605 Porter Street | 22-20-430-008-0000 |
| 616 McCarthy Street | 22-29-212-009-0000 |
| 700 Porter Street | 22-20-438-001-0000 |
| 706 McCarthy Rd | 22-20-442-002-0000 |
| 715 Walnut Street | 22-29-216-007-0000 |
| 723 State Street | 22-29-215-006-0000 |
| 723 Warner Avenue | 22-29-110-008-0000 |
| 728 Warner Avenue | 22-29-109-011-0000 |
| 730 State Street | 22-29-111-021-0000 |
| 823 State Street | 22-29-227-001-0000 |
| 823 Warner Avenue | 22-29-115-009-0000 |
| 827 State Street | 22-29-227-002-0000 |
| 831 State Street | 22-29-227-003-0000 |
| 905 Singer Avenue | 22-29-119-003-0000 |

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Order and Purchase of 2026 Peterbilt 548 Single Axle Truck with Certain Specifications and Equipment Through Sourcewell Purchasing Cooperative
DATE: June 8, 2026

**SUMMARY/BACKGROUND**
It has become necessary to purchase One (1) 2026 Peterbilt 548 Single Axle Truck with certain specifications and equipment using quotes obtained by Sourcewell Purchasing Cooperative. The chassis and cab will be purchased through JX Truck Center (Peterbilt Illinois) for the price of $136,346.18, while the body and equipment will be built and added by Monroe Truck Equipment, Inc. for the price of $126,930.00, totaling $263,276.18. This vehicle is a replacement vehicle, not an additional vehicle added to the fleet.

**ANALYSIS**
Sourcewell contracts for Peterbilt #032824-PMC and Monroe Truck #062222-AEB. Funds for this vehicle are included in the FY27 Water & Sewer Capital Equipment budget in the amount of $300,000.00.

***Consistency with Village Policy***
Budget (if applicable)

**STAFF RECOMMENDATION**
Pass A Resolution Authorizing the Order and Purchase of 2026 Peterbilt 548 Single Axle Truck with Certain Specifications and Equipment Through Sourcewell Purchasing Cooperative

**BOARD ACTION REQUESTED**
Pass A Resolution Authorizing the Order and Purchase of 2026 Peterbilt 548 Single Axle Truck with Certain Specifications and Equipment Through Sourcewell Purchasing Cooperative

**ATTACHMENTS**
A Resolution Authorizing The Order And Purchase Of 2026 Peterbilt 548 Single Axle Truck With Certain Specifications And Equipment Through Sourcewell Purchasing Cooperative.pdf

# VILLAGE OF LEMONT

# RESOLUTION
## NUMBER R-___-26

**A RESOLUTION AUTHORIZING THE ORDER AND PURCHASE OF 2026 PETERBILT 548 SINGLE AXLE TRUCK WITH CERTAIN SPECIFICATIONS AND EQUIPMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE**

**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 AUTHORIZING THE ORDER AND PURCHASE OF 2026 PETERBILT 548 SINGLE AXLE TRUCK WITH CERTAIN SPECIFICATIONS AND EQUIPMENT THROUGH SOURCEWELL PURCHASING COOPERATIVE**

---

**WHEREAS,** it has become necessary for the Village of Lemont ("Village") to purchase a 2026 Peterbilt 548 Single Axle Truck chassis and cab with certain specifications and equipment; and

**WHEREAS,** Sourcewell Purchasing Cooperative has on behalf of local governments bid for the purchase of Peterbilt 548 Single Axle Trucks to cooperative contracts 032824-PMC and 062222-AEB-1; and

**WHEREAS,** the quotes were provided by the qualified vendors JX Truck Center Peterbilt Illinois for $136,346.18, and Monroe Truck Equipment for $126,930.00.; and

**WHEREAS**, Sourcewell Purchasing Cooperative is a public agency authorized to participate in the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq;* as is the Village of Lemont.; and

**WHEREAS**, upon receipt and review of the quotes submitted, the President and Village Board have determined that it is advisable, necessary, and in the best interests of the Village to participate in the Sourcewell Purchasing Cooperative contract for the purchase of one (1) 2026 Peterbilt 548 Single Axle Truck with certain specifications and equipment at a price not to exceed $263,276.18; and

**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 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 2:**

The Village shall participate in the Sourcewell Purchasing Cooperative Contract 032824-PMC and 062222-AEB-1, and hereby approves the quote for a 2026 Peterbilt 548 Single Axle Truck with certain specifications and equipment from JX Truck Center Peterbilt Illinois and Monroe Truck Equipment. for the purchase of necessary equipment at a price not to exceed $263,276.18.

**SECTION 3:**

The Village President, Village Administrator, or his designee are also hereby authorized to execute any documents and take any other steps to order and purchase the 2026 Peterbilt 548 Single Axle Truck chassis and cab with certain specifications and equipment in accordance with the quotes submitted by JX Truck Center Peterbilt Illinois and Monroe Truck Equipment. and take any other steps necessary to carry out this Resolution.

**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: | 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

## JX Truck Center Peterbilt Illinois Quote

# PURCHASE CONTRACT

**Peterbilt Illinois Joliet, Inc dba JX Truck Center**
535 E. South Frontage Road
Bolingbrook IL 60440
(262) 709-3446

Date: 5/28/26
Quote #: DE-13978
Type: Cash
Salesperson: Darren Simon
PO #:

Bill To: 22211
Village Of Lemont
16680 NEW AVE
LEMONT IL 60439
P:(630) 257-1550

Ship To:
Village Of Lemont
16680 NEW AVE
LEMONT, IL 60439

**Stock#: TBD** **VIN:SINGLE AXLE PLOW** **0 PETERBILT 548**

| | |
|---|---|
| **Price:** | **$135,386.18** |
| PDI & DELIVERY - SOURCED GOODS | $420.00 |
| **Per Unit:** | **$135,806.18** |

| | |
|---|---|
| **Total Price** | **$135,806.18** |
| Documentation Fee | $367.00 |
| Title Fee | $165.00 |
| Plate Fee | $8.00 |
| **Total** | **$136,346.18** |

****** Peterbilt Motors Company Sourcewell Contract #032824-PMC. ******

Order Requirements:
- Signed specs w/ each page initialed (via JX e-signature)
- Signed Purchase Contract (via JX e-signature)
- Customer PO

No additional flooring is included, payment for the chassis is expected upon chassis delivery/inspection to the customer or body builder.
(body will be invoiced separately when delivered complete)

Quote is valid for 60 days or while supplies last at this price level.
Price is not protected.
Delivery timeframe is not guaranteed.
Trade values subject to change depending on usage/condition at time of trade.

Global supply chain constraints, force majeure actions, tariffs, and other world events continue to present challenges to production and the industry as a whole; which continue to affect prices and lead times. This quote is presented with the most current information we have at the present time and is subject to change at any time prior to final invoice from Peterbilt Motors Co.

## IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.

2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.

3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.

4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein.

_____ _____
Purchaser's Initials Date

**BUYER'S REPRESENTATIONS**

I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

_____ _____
Purchaser's Initials Date

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions:

1. DEFINITIONS AND RELATIONSHIP: As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c)
"Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES: Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. TRADE-IN REAPPRAISAL: If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE: Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. TRADE-IN ALLOWANCE. The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. TRADE IN PAYOFF. Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. BUYER INDEMNITY. Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. BUYER DEFAULT PRIOR TO DELIVERY; LIQUIDATED DAMAGES: Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered or to otherwise comply with the terms of this Order, Dealer may, at its sole option and discretion cancel the Order and either: a) assess against Buyer liquidated damages of the greater of (i) 5% of the total price which would have been chargeable to Buyer at delivery, or (ii) the actual amount of any cash deposit made by Buyer; or b) decline such liquidated damages and to reserve its claims against Buyer for actual damages and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including consequential damages and lost profits. On either election, Dealer will be entitled to offset any cash deposit made by Buyer and, may further sell any trade-in and may offset the proceeds against the amounts due from Buyer. Buyer agrees and acknowledges that it has ordered the Vehicle(s) based on its own needs and for its own purposes and that such Vehicle(s) may not be subject to prompt resale, and that as such determination of actual damages may be delayed or difficult, and that as such the above stated liquidated damages are reasonable and appropriate for this transaction. Buyer further acknowledges and agrees that based on market conditions, such liquidated damages may prove insufficient to compensate Dealer for Buyer's failure to take delivery or other breach and that as such, Buyer has agreed to the above election of remedies as additional consideration to Dealer in agreeing to the Order.

9. DESIGN CHANGES: Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. DELIVERY LIABILITY LIMITATION: Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER:

A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection.

E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE:

A. NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

B. USED VEHICLES: Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in . Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. PROMISSORY NOTE/ADDITIONAL CHARGES. Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of $100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. SUCCESSION. This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. REBATE. If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. OTHER DOCUMENTS; CORRECTION. The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. REPOSSESSION. In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE. The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER: Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. NOTICE TO DEALER OF DEFECTS OR CLAIM. Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.
30. TITLE. The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. VEHICLE EMISSION LAW. Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. CONSEQUENTIAL DAMAGES. Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. ATTORNEYS FEES. In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. SEVERABILITY. Buyer and Dealer agree that if any portion of this Order is deemed unenforceable, or is contrary to any applicable statute, administrative code, or state mandated form of agreement or contract, then only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Village Of Lemont
Purchaser's Name

Sales Represntative

Purchaser's Signature

Date

Manager

# AGREEMENT AND ACKNOWLEDGMENT REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-13978

Buyer: Village Of Lemont

Dealer: Peterbilt Illinois Joliet, Inc dba JX Truck Center

Date: 5/28/26

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

| DEALER: | BUYER: |
|---|---|
| **Peterbilt Illinois Joliet, Inc dba JX Truck Center** | **Village Of Lemont** |
| 535 E. South Frontage Road | 16680 NEW AVE |
| Bolingbrook IL 60440 | LEMONT, IL 60439 |
| By:_____ | By:_____ |
| Print:_____ | Print:_____ |

**Exhibit B**
**Monroe Truck Equipment Quote**

monroe
a brand of aebi schmidt

812 Draper Ave
Joliet, IL 60432
**Sales Rep:** Jerry LaCorte
**Ph:** (708) 968-8288
www.MonroeTruck.com

J.O. #
**Quotation ID:** 4JB1000699
**Date:** 5/4/2026
**Valid thru:** 6/3/2026
**Terms:** NET 30
**Quoted by:** Jaclyn Bojovic
**Ph/Fax:** 815-714-8940 /

**Quoted to:**
LEMONT, VILLAGE OF (ATTN: RANDY EARNST)
16680 NEW AVENUE
LEMONT, IL 60439
**Ph:** 630-257-2532 **/ Fax:** 630-257-3068
**Email:**

Sourcewell Awarded Contract #062222-AEB-1

SINGLE AXLE PATROL UNIT

Chassis Information

| | | | | | | |
|---|---|---|---|---|---|---|
| *Year:* 2026 | *Make:* PETERBILT | | *Model:* | | *Chassis Color:* | *Cab Type:* REGULAR |
| *Single/Dual:* DRW | *CA:* 102.0 | *CT:* | *Wheelbase:* | *Engine:* DIESEL | *F.O. Number #:* | *Vin:* |

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

| Description | Amount |
|---|---|

**SOURCEWELL CONTRACT #062222-AEB**

**DUMP:**
- 10' CRYSTEEL SELECT SS DUMP BODY BUILT OF STAINLESS STEEL
- SIDES: 26", 7GA STAINLESS STEEL
- FRONT: 48", 7GA STAINLESS STEEL
- REAR : 36", 7GA STAINLESS STEEL
- FLOOR: 1/4" AR450
- WESTERN UNDERSTRUCTURE
- IL STYLE CAB SHIELD, SINGLE, 100% WELDED, STAINLESS STEEL
- 3/8" X 1 1/2" FLAT WALK RAIL BOTH SIDES
- 3-RUNG SLIDE-OUT, FOLD-DOWN STAINLESS STEEL DRIVER SIDE
- REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
- RUBBER REAR FLAPS
- AIR TAILGATE
- STEEL SPLASH GUARDS IN FRONT OF REAR WHEELS - FRAME MOUNTED
- 12" X 7 GA. BOLT-ON SPILL SHIELD STAINLESS STEEL
- UNDER DUMP BODY VIBRATOR

**HOIST:**
CRYSTEEL RC860 HOIST W/SUBFRAME
- 2000 P.S.I
- DOUBLE ACTING

**TARP:**
- GALVANIZED PROTECTOR PLUS HOUSING
- MANUAL PULL WITH AUTOMATIC RETRACT
- 10 ASPHALT TARP

**REAR HITCH:**
- 1" PINTLE PLATE
- PINTLE HOOKW/MOUNTING, 50TON

**PLOW HITCH:**
- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER

| Description | Amount |
|---|---|

**PLOW:**
- MP41R10-ISCT - ISCT, 10' X 41" FULL MOLDBOARD TRIP REVERSIBLE PLOW INTEGRAL SHIELD
- 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD
- (6) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP MOLDBOARD ANGLE
- 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE
- HORIZONTAL MOLDBOARD BRACE ANGLES
- 5/8" X 8" ONE-PIECE TOP PUNCH CUTTING EDGE
- DUAL COMPRESSION TRIP SPRING ASSEMBLIES
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING POWER REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- 10' RUBBER SNOW DEFLECTOR
- 36" FLUORESCENT ORANGE FLEXIBLE PLASTIC MARKERS
- JACK STAND
- ADDITIONAL 5/8" CUTTING EDGE
- MONROE MC6000 QUICK HITCVH, PLOW SIDE
- PLOW MARKERS

**HYDRAULICS PACKAGE:**
- PARKER SECTIONAL VALVE, V20 LOAD SENSE
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- STAINLESS STEEL 30 GALLON CAPACITY HYDRAULIC RESERVOIR WITH INTERNAL FILTER
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- ENCLOSURE WITH WEATHER TIGHT COVER
- STAINLESS STEEL HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- MANUAL LEVER CONTROLS
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- CUSTOM 8 SWITCH PANEL MOUNTED IN DASH

**PRE-WET:**
- (2) TWO 120 GALLON POLY PRE-WET TANKS MOUNTED BEHIND THE CAB
- STAINLESS STEEL TANK HOUSING
- HYDRAULIC DRIVEN 7 G.P.M. PUMP
- STAINLESS STEEL MOUNTING HARDWARE
- CROSSOVER KIT
- BULK FILL KIT
- CAMLOCK DISCONNECT FOR SPINNER
- 3 GALLON FLUSH KIT

**SPREADER:**
- MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER
- MODEL: (MS966-CD-DD)
- BUILT OF 201 STAINLESS STEEL
- 6" DIA. AUGER W/ FLIGHTING FOR CENTER DISCHARGE
- 7 GA., 96" TROUGH W/ 1/4" END PLATES
- ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL
- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES
- QUICK DETACH MOUNTING BRACKETS
- INNER TAILGATE SHIELDS
- SELF LEVELING SPINNER

| Description | Amount |
|---|---|

LIGHTS & ELECTRICAL:
- 72" WHELEN JUSTICE L.E.D. LIGHT BAR MOUNTED ON ROOF
- L.E.D. STOP/TAIL/TURN MOUNTED IN REAR POSTS, PINTLE PLATE & ON TOP OF CAB SHIELD
- L.E.D. BACKUP LIGHTS MOUNTED IN REAR POSTS
- (2) TWO AMBER & (1) ONE CLEAR WARNING LIGHT MOUNTED ON OUTSIDE REAR CORNER POSTS IN STAINLESS STEEL BOXES
- WHELEN L.E.D. WARNING LIGHTS MOUNTED ON REAR OF CAB SHIELD (1) ONE AMBER (1) ONE CLEAR
- 2-YEAR WARRANTY
- 7-WAY CONNECTOR, ROUND SOCKET, FLAT PIN
- ELECTRIC BRAKE CONTROLLER
- SELF ADJUSTABLE 87-107DB BACKUP ALARM
- STAINLESS STEEL PLOW LIGHT BRAKCETS, HOOD MOUNTED
- L.E.D. PLOW LIGHTS (ABL) PLASTIC HOUSING, BLACK
  INCLUDES AMBER L.E.D. TURN SIGNAL
- (1) ONE CLEAR L.E.D. SPREADER LIGHT W/ MTE LOGO (3" X 3")

Quote Total: $126,930.00

***** NOTICE: We are closely monitoring the tariff situation very carefully. Aebi Schmidt North America and its Monroe brand manufacture products in the United States, so the direct impact of current tariffs will be moderate. Although we make significant efforts to source components domestically, this is not always feasible. At this time, we cannot predict the potential cost increases that may arise through our supply chain or from further tariffs. We understand that this may raise concerns, and we want to assure you that we are working hard to minimize any impact on our customers and if cost increases need to be applied to existing or future orders, we will discuss these changes with our customers upfront.***

Additional Options:

| Description | Amount | Add to quote? Yes / No |
|---|---|---|

**Terms & Conditions**
- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

| | | |
|---|---|---|
| **Re-Assign** (Required for all pool units): ☐ Fleet ☐ Retail | **MSO/MCO** (ONLY check if legally required): ☐ MCO ☐ MSO | |
| **Customer Signature:** | **Customer P.O. Number:** | **Date of Acceptance:** |

## General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

**1. SCOPE AND VALIDITY**

**1.1.** These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

**1.2.** No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

**1.3.** The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

**2. OFFERS, ORDERS AND CONFIRMATION**

**2.1.** Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

**2.2.** Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

**2.3.** Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing**,** the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

**2.4.** Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

**2.5.** Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

**2.6.** In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

**2.7.** Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

**3. PRICES**

**3.1.** Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

**3.2.** Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

**4. PAYMENT TERMS**

**4.1.** Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

**4.2.** In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

**4.3.** Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of $40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

**4.4.** Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

**5. SECURITY INTEREST**

**5.1.** If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

**6. OBLIGATIONS OF CUSTOMER**

**6.1.** Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

**7. DELIVERY AND ACCEPTANCE**

**7.1.** Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

**7.2.** Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Costumer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

**7.3.** Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

**8. EXAMINATION AND CONFORMITY TO ORDER**

**8.1.** Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

**8.2.** If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

**8.3.** Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

**8.4.** Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

**9. LIMITED PRODUCT WARRANTY**

**9.1.** Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

**9.2.** Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

**9.3.** The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

**9.4.** In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

**9.5.** Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

**10. LIMITATION OF LIABILITY**

**10.1.** IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

**10.2.** Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

**10.3.** In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

**11. CONFIDENTIALITY**

**11.1.** "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.
**11.2.** Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.
**11.3.** Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.
**11.4.** In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE

**13.1.** Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

**14.1.** If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.
**14.2.** Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.
**14.3.** Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.
**14.4.** The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.
**14.5.** Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## 15. ENTIRE AGREEMENT; CONFLICTS.

**15.1.** These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## 16. APPLICABLE LAW AND JURISDICTION

**16.1.** These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
**16.2.** Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.
**16.3.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

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 Amending O-22-24 And Approving an Amendment to the Final Planned Unit Development (PUD) for a Freight Transportation Terminal, Truck & Trailer Parking and Cargo Container Storage on 35-Acres Located At 13575, 13335 and 13337 Main Street Lemont, IL |
| DATE: | June 8, 2026 |

**SUMMARY/BACKGROUND**

J.B. Hunt Transport, Inc. is requesting approval of a Major Planned Unit Development (PUD) Amendment to allow an addition to the existing building at the 35-acre freight transportation facility located at 13275, 13335, and 13337 Main Street. The Preliminary PUD was approved by Ordinance O-39-23 on September 11, 2023, and the Final PUD was approved by Ordinance O-22-24 on June 10, 2024.

During construction, J.B. Hunt identified a need for an on-site truck wash bay to support facility operations. The request includes a 2,232 square-foot addition on the northwest corner of the building utilizing materials consistent with the existing architecture. No other changes are proposed and the conditions of the Preliminary PUD for J.B. Hunt (O-39-23) and the Final PUD for J.B. Hunt (O-22-24) remain in place with this PUD Amendment.

**ANALYSIS**

Comprehensive Plan

The major amendment to the PUD is compatible with the Lemont 2030 Comprehensive Plan.

Planning & Zoning Commission (PZC)

The Planning & Zoning Commission held a public hearing on May 6, 2026 and voted unanimously (7-0) to recommend approval of the amendment.

Committee of the Whole (COW)

The amendment was discussed by the Committee of the Whole on May 18, 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 Amending O-22-24 for the Final PUD for J.B. Hunt for a Freight Transportation Terminal, Truck & Trailer Parking and Cargo Container Storage on 35-Acres Located at 13275, 13335 and 13337 Main Street in Lemont IL

**VILLAGE OF LEMONT**

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING O-22-24 AND APPROVING AN AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR A FREIGHT TRANSPORTATION TERMINAL, TRUCK & TRAILER PARKING AND CARGO CONTAINER STORAGE ON 35-ACRES LOCATED AT 13275, 13335 AND 13337 MAIN STREET LEMONT, IL**

**(J.B. Hunt)**

**ADOPTED BY THE**
**PRESIDENT AND BOARD OF TRUSTEES**
**OF THE VILLAGE OF LEMONT**
**THIS 8th DAY OF JUNE, 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 8th day of June, 2026.**

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING O-22-24 AND APPROVING AN AMENDMENT TO THE FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR A FREIGHT TRANSPORTATION TERMINAL, TRUCK & TRAILER PARKING AND CARGO CONTAINER STORAGE ON 35-ACRES LOCATED AT 13275, 13335 AND 13337 MAIN STREET LEMONT, IL**

**(J.B. Hunt)**

**WHEREAS,** J.B. Hunt Transport, Inc., represented by Stan Cooper and attorney Vince Rosanova, (hereinafter referred to as "the Petitioner") is the owner of the 35-acre property at 13275, 13335 and 13337 Main Street (PINS# 22-14-300-043-0000, 22-14-300-044-0000, and 22-14-300-042-0000) (hereinafter referred to as the "Subject Property"), legally described and depicted in Exhibit A; and

**WHEREAS,** the Petitioner applied on May 3, 2023 pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance ("UDO") seeking approval of a Preliminary Planned Unit Development and Plat, (hereinafter referred to as "J.B. Hunt Preliminary PUD/Plat"); and

**WHEREAS,** said application was reviewed in accordance with the Lemont Unified Development Ordinance of 2008 (Chapter 17 of the Lemont, Illinois Municipal Code) (hereinafter referred to as "UDO") was approved by the Village Board of Trustees on September 11, 2023 as O-39-23; and

**WHEREAS,** the Petitioner applied on October 25, 2023 pursuant to the provisions of the Lemont, UDO seeking approval of a Final PUD Plan/Plat (hereinafter referred to as "J.B. Hunt Final PUD/Plat"); and

**WHEREAS,** said application was reviewed in accordance with the UDO and approved by the Village Board of Trustees on June 10, 2024 as O-22-24; and

**WHEREAS,** the Petitioner applied on March 12, 2026 pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance ("UDO") seeking a major modification to the J.B. Hunt Final PUD/Plat to modify the following plans within the J.B. Hunt Final PUD Ordinance for a 2,232 square-foot truck wash bay building addition, consisting of the following:

1. Building Improvement Plan for J.B. Hunt by Harris Architects Inc. dated September 25, 2024 attached hereto and incorporated herein as Exhibit B.
2. Final Building Elevation Rendering for J.B. Hunt dated March 12, 2026, attached hereto and incorporated herein as Exhibit C.
3. Final PUD Site Plan by Kimley Horn dated October 27, 2023 with a final revision date of June 17, 2025, attached hereto and incorporated herein as Exhibit D.

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

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

**SECTION TWO:** That #3 in SECTION TWO of Ordinance O-22-24 is replaced with the following verbatim:

3. Final PUD Site Plan by Kimley Horn dated October 27, 2023 with a final revision date of June 17, 2025, attached hereto and incorporated herein as Exhibit C.

**SECTION THREE:** The Building Improvement Plan attached as Exhibit B and the Building Elevation Rendering attached as Exhibit C are hereby incorporated into the Final PUD for J.B. Hunt.

**SECTION FOUR:** That all other Sections and Conditions of Ordinance O-39-23 and O-22-24 remain as they were upon approval by the Village Board of Trustees.

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

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 8th day of June, 2026.**

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

PARCEL 1: DFA,LLC Parcel

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT NO. 18785599 WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 70.61 FEET TO AN ANGLE POINT IN SAID LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 527.69 FEET TO THE INTERSECTION WITH A LINE 339.09 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 14; INTERSECTION WITH A LINE 339.09 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 1469.80 FEET TO A POINT ON A LINE WHICH HAS, AS ITS NORTHERLY TERMINUS, A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 14 WHICH IS 34.57 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, AND WHICH PASSES 50.00 FEET (MEASURED PERPENDICULARLY) SOUTHEASTERLY OF A POINT 1709.62 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1704.90 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 837.61 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE EASTERLY ALONG SAID NORTH LINE A DISTANCE OF 34.57 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14 A DISTANCE OF 2071.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: Hawkens Parcel

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED) OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT 18785599, WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE WESTERLY ALONG SAID NORTHERLY LINE, A DISTANCE OF 70.61 FEET TO AN ANGLE POINT IN SAID LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE, A DISTANCE OF 527.69 FEET TO THE INTERSECTION WITH A LINE 339.09 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 14 AND HE POINT OF BEGINNING; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF

1469.80 FEET TO A POINT ON A LINE WHICH HAS, AS ITS NORTHERLY TERMINUS, A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 14 WHICH IS 34.57 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, AND WHICH PASSES 50.00 FEET (MEASURED PERPENDICULARLY) SOUTHEASTERLY OF A POINT 1709.62 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1704.90 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 506.62 FEET TO A POINT OF SAID EAST LINE OF THE WEST 1724.34 FEET TO THE SOUTHWEST QUARTER OF SECTION 14; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 1099.43 FEET TO SAID NORTHERLY LINE OF DEED DOCUMENT 18785599; THENCE EASTERLY ALONG SAID NORTHERLY LINE, A DISTANCE OF 339.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

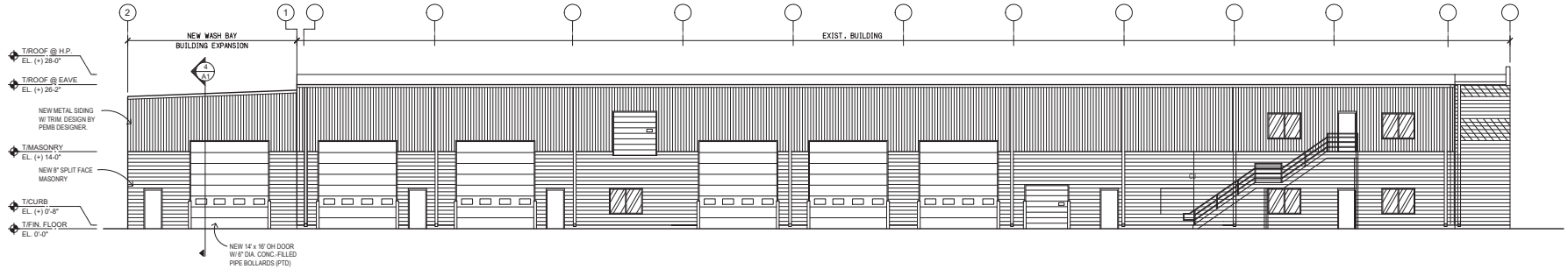
PARCEL 3: Hawkens Parcel

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 14 WITH THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED) OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT NO. 18785599; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 241.84 FEET TO AN ANGLE POINT IN SAID LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 113.23 FEET TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 50.23 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH A 50.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY FROM THE SAID NORTHERLY LINE OF THE PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY WHICH IS 113.23 FEET IN LENGTH; THENCE EASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 110.42 FEET (111.66 FEET DEED) TO AN ANGLE POINT IN SAID LINE; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 50.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY FROM THE SAID CONVEYED PROPERTY LINE A DISTANCE OF 244.68 FEET (244.34 FEET DEED) TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

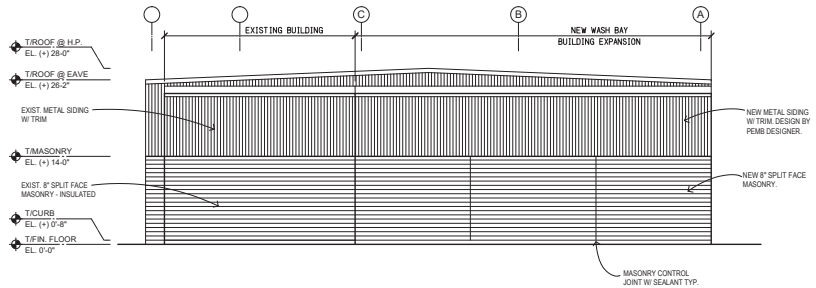
**EXHIBIT B**

Building Improvement Plan for J.B. Hunt by Harris Architects Inc. dated September 25, 2024



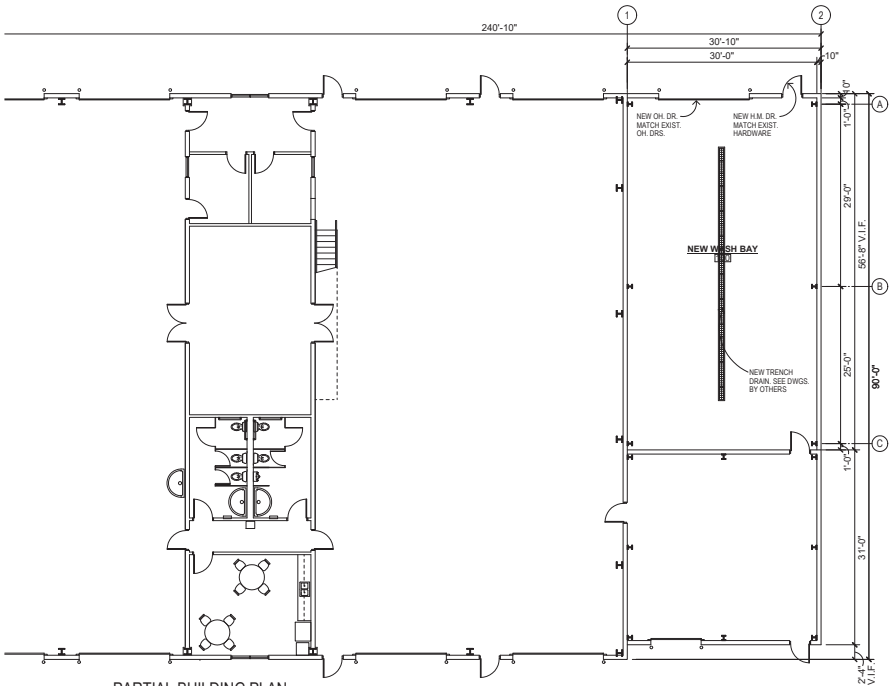

## WEST ELEVATION

SCALE: 1"=40'-0" (1/A1)



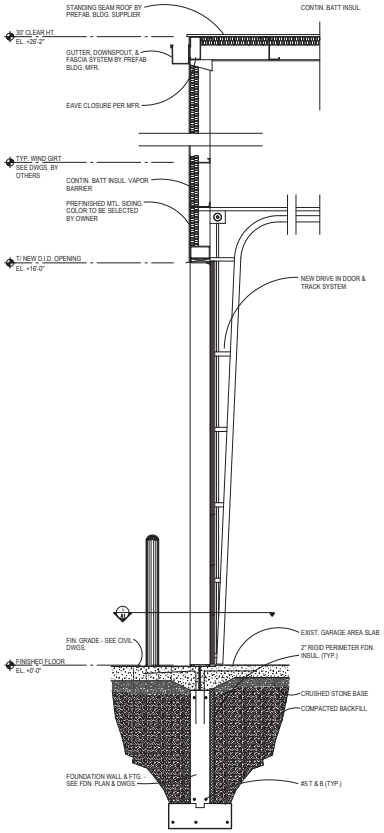

## SOUTH ELEVATION

SCALE: 1"=40'-0" (2/A1)



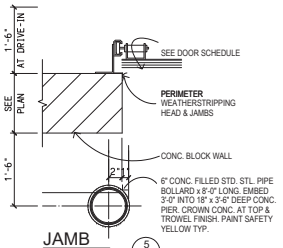

## PARTIAL BUILDING PLAN

SCALE: 1/8"=1'-0" (3/A1) PLAN NORTH




## WALL SECTION

SCALE: 3/8" = 1'-0" (4/A1)




## JAMB

SCALE: 1 1/2"=1'-0" (5/A1)

HARRIS ARCHITECTS INC.
1470 E. WOODFIELD RD. SUITE 505, SCHAUMBURG, ILLINOIS 60173 (847) 303-1105
COPYRIGHT © 2024, BY HARRIS ARCHITECTS, INC.

EXISTING BUILDING IMPROVEMENTS FOR:

JB HUNT

13275 MAIN STREET, LEMONT, ILLINOIS

ISSUED FOR PERMIT 09-25-2024

PROJECT NO. 224010
DRAWN BY: RRIII
DATABASE: 224010_BLDG.DB

SHEET NO. A1.0

1 OF * SHEETS

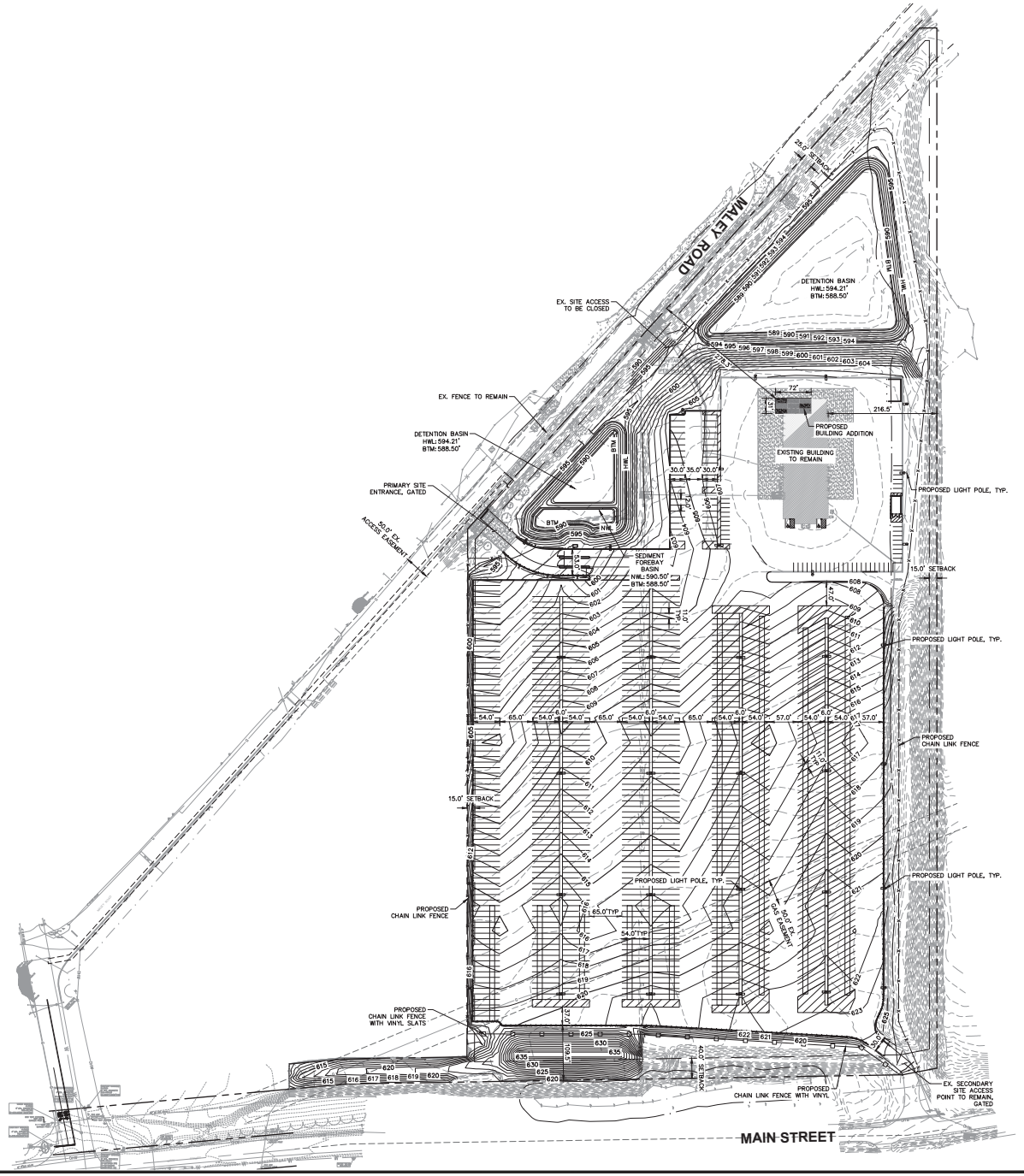
**EXHIBIT C**

Final Building Elevation Rendering for J.B. Hunt dated March 12, 2026



**EXHIBIT D**

Final PUD Site Plan by Kimley Horn dated October 27, 2023 with a final revision date of June 17, 2025




P.I.N. 22-14-300-042
22-14-300-043
22-14-300-044

OWNER:
705-A NORTH BLOOMINGTON STREET
LOWELL, AR 72745
TEL: (479) 659-8508
CONTACT: DEREK KENNEMER

## LEGEND

- PROPERTY LINE
- BUILDING SETBACK
- EXISTING EASEMENT
- XXX PROPOSED CONTOUR
- XXX EXISTING CONTOUR
- PROPOSED 8' CHAIN LINK FENCE
- PROPOSED 8' CHAIN LINK FENCE WITH VINYL SLATS

## SITE DATA

| | |
|---|---|
| SITE AREA: | 35.02 AC |
| PROPOSED IMPERVIOUS AREA: | 21.46 AC |
| MAX. LOT COVERAGE: | 70% |
| PROPOSED LOT COVERAGE: | 61% |
| EXISTING ZONING: | M-3 |
| PROPOSED ZONING: | M-3 |
| TOTAL EXISTING BUILDING SQUARE FOOTAGE: | 28,000 SF |
| EXISTING BUILDING FOOTPRINT SQUARE FOOTAGE: | 20,280 SF |
| TOTAL PROPOSED BUILDING SQUARE FOOTAGE: | 30,280 SF |
| PROPOSED BUILDING FOOTPRINT SQUARE FOOTAGE: | 22,480 SF |
| MAX. BUILDING HEIGHT: | 35' |
| EXISTING BUILDING HEIGHT: | +/-29' |
| MAX. FLOOR AREA RATIO: | 0.80 |
| PROPOSED FLOOR AREA RATIO: | 0.02 |
| PROPOSED TRAILER PARKING: | 624 SPACES |
| PROPOSED TRACTOR PARKING: | 41 SPACES |
| EXISTING PASSENGER VEHICLE PARKING TO REMAIN: | 47 SPACES |
| EXISTING ADA PARKING TO REMAIN: | 2 SPACES |

| No. | REVISIONS | DATE | BY |
|---|---|---|---|
| 1 | IFC SET | 06/17/25 | KCO |
| 2 | SITE GMP SET | 03/04/25 | KCO |
| 3 | WSCSWCD SUBMITTAL | 07/18/24 | ALG |
| 4 | CITY COMMENTS | 07/12/24 | KCO |
| 5 | VILLAGE SUBMITTAL | 06/04/24 | KCO |
| 6 | MWRD COMMENTS | 04/19/24 | TRE |
| 7 | MWRD COMMENTS | 03/27/24 | KCO |

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE AVE., SUITE 600
RALEIGH, NC 27601
PHONE: (919) 677-2000
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: KCO
DRAWN BY: TRW
CHECKED BY: TRE

J.B. HUNT

# PUD FINAL PLAN

## J.B. HUNT LEMONT DEVELOPMENT

13275, 13335, AND 13337 MAIN STREET
LEMONT, IL 60439

ORIGINAL ISSUE: 10/27/2023
KHA PROJECT NO. 268419000
SHEET NUMBER
1 OF 1

Drawing name: G:\CIVIL\LEMONT\268419000_JB Hunt_ Lemont_LA\2_Design\CAD\Exhibits\Final PUD Site Plan with Waterbody.dwg | Date: Mar 10, 2026 5:15pm | by: KayleOlufson
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

418 Main Street | Lemont, IL 60439

TO: Village Board Meeting
FROM: Ted Friedley, Public Works
THROUGH:
SUBJECT: A Resolution Approving Award of Contract 2026 Lead Water Service Line Replacement Project Phase Two
DATE: June 8, 2026

**SUMMARY/BACKGROUND**
Three (3) bids were received on May 12, 2026, for the Lead Service Line Replacement - Phase 2 project.

The project generally consists of furnishing all labor, materials, and equipment necessary to replace lead service lines for 27 properties from the curb box to the water meter inside the building (private side), including but not limited to connection to existing curb stop, lead service line disconnection and abandonment, installation and connection of new water service line, water meter installation, seeding, tree protection, tree root pruning, and other work in accordance with the plans and specifications.

IHC Construction Companies, LLC submitted their bid in the amount of $285,217.00, which is below what was budgeted for this year's phase.

**ANALYSIS**

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

**STAFF RECOMMENDATION**
Pass A Resolution Approving Award of Contract 2026 Lead Water Service Line Replacement Project Phase Two

**BOARD ACTION REQUESTED**
Pass A Resolution Approving Award of Contract 2026 Lead Water Service Line Replacement Project Phase Two

**ATTACHMENTS**
A Resolution Approving Award of Contract 2026 Lead Water Service Line Replacement Project Phase Two.pdf

# VILLAGE OF LEMONT

# RESOLUTION
## NUMBER R-___-26

**A RESOLUTION APPROVING AWARD OF CONTRACT 2026 LEAD WATER SERVICE LINE REPLACEMENT PROJECT PHASE TWO**

**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 2026 LEAD WATER SERVICE LINE REPLACEMENT PROJECT PHASE TWO**

---

**WHEREAS** the Village of Lemont requires that the 2026 Lead Water Service Line Replacement Project Phase Two be completed; and

**WHEREAS,** the Village seeks to utilize the services IHC Construction Companies, LLC, for such work; and

**WHEREAS**, IHC Construction Companies, LLC., 385 Airport Road, Suite 100, Elgin, IL 60123, submitted the lowest qualified bid for such work in the amount of $285,217.00.

**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

## Contract Page 2026 Lead Water Service Line Replacement Project Phase Two

**Contract for 2026 Lead Water Service Line Replacement Project Phase Two**

**1. THIS AGREEMENT**, made and concluded the _____ day of___ between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and IHC Construction Companies, LLC, 385 Airport Road, Suite 100, Elgin IL 60123 , his/their executors, administrators, successors or assigns, known as the party of the second part.

**2. WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

**3. AND,** it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by HR Green, Inc. and designated as 2026 Lead Water Service Line Replacement Project Phase Two all essential documents of this Contract, and are a part hereto.

**4. IN WITNESS WHEREOF,** the said parties have executed these presents on the date above mentioned.

**Party of the First Part**

ATTEST:

_____
Charlene M. Smollen, Clerk

The **VILLAGE OF LEMONT**

By_____
George Schafer, Village Administrator

(S E A L)

**Party of the Second Part**

(If a Corporation)
Corporate Name:

IHC Construction Companies, LLC

_____
Secretary

By_____
President

(Corporate Seal)

(If a Co-Partnership)

_____(SEAL)

_____(SEAL)

Partners doing Business under the name of _____

(If an Individual)

_____(SEAL)

**Exhibit B**

**Letter of Award Recommendation, Bid Tabulation Listing**

323 Alana Drive
New Lenox, IL 60451
**Main** 815-462-9324 **Fax** 713.965.0044

HRGREEN.COM

June 1, 2026

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

RE: Lead Service Line Replacement Project - Phase 2
Letter of Recommendation
HR Green Job No. 2402475.01

Dear Mr. Schafer:

The Village of Lemont received three (3) bid proposals for the 2026 Lead Service Line Replacement Project at the bid opening on May 12th, 2026. The three bids ranged in price from a low bid of $285,217.00 submitted by IHC Construction Companies, LLC, to a high bid of $344,562.20 (as corrected) submitted by Allied Water Services; the bids represent competitive pricing for work of this nature. The bids were checked for accuracy, with a minor computational error found and corrected for the highest bidder. See the attached bid tabulation for further information.

We analyzed the bid documents and found IHC Construction Companies, LLC to be the lowest qualified bidder in the amount of $285,217.00. As with all unit price contracts, the final project amount will be determined after completion of the work. This project is being considered for funding through the IEPA SRF Loan Program and IHC Construction Companies, LLC appears to have met the bidding requirements established by the loan program.

Given these factors, we recommend that the contract be awarded to **IHC Construction Companies, LLC, 385 Airport Road, Elgin, IL 60123.**

Please let me know if you have any questions or need any additional information.

Sincerely,



**HR GREEN, INC.**
**Sylwia Kokoszka, PE, CFM**
Lead Engineer – Water

SK/ka

Attachment: Bid Tabulation

file://hrgreen.com/HRG/Data/2024/2402475.01/Design/Bid/ltr_051526_Ltr_Recommendation_LSLR_Phase-2-VOL_rev.docx

**HR GREEN, INC.**
**323 Alana Drive**
**New Lenox, IL 60451**
**PH: (815) 462-9324**

**Project Name: Lead Service Line Replacement - Phase 2**

HRGreen

# VILLAGE OF LEMONT - LEAD SERVICE LINE REPLACEMENT - PHASE 2

**Section No.: N/A**
**Bid Date: May 12, 2026**
**HR Green Project No: 2402475.01**
**Engineer's Opinion of Probable Construction Cost - $275,238.00**

| | | | | IHC Construction Companies, LLC. 385 Airport Road Elgin, IL 60123 | | Stip Bros. Excavating, Inc. 18132 S. Briggs Street Joliet, IL 60432 | | Allied Water Services 8126 N. 2000 E. Road, Ste 4 Manteno, IL 60950 | | ENGINEERS OPINION OF PROBABLE CONSTRUCTION COSTS | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Base Bid Items** | **UNIT** | **Quantity** | **Unit Price** | **Total** | **Unit Price** | **Total** | **Unit Price** | **Total** | **Unit Price** | **Total** |
| 1 | Water Service Installation, Trenchless Method, 1" | LF | 1,040 | $25.00 | $26,000.00 | $30.00 | $31,200.00 | $249.00 | $258,960.00 | $77 | $80,080.00 |
| 2 | Water Service Installation, Trenchless Method, 1.5" | LF | 25 | $60.00 | $1,500.00 | $50.00 | $1,250.00 | $278.00 | $6,950.00 | $83 | $2,063.00 |
| 3 | Connection to Water Meter, Complete | EA | 27 | $2,500.00 | $67,500.00 | $5,080.00 | $137,160.00 | $995.00 | $26,865.00 | $3,300 | $89,100.00 |
| 4 | Connection to Existing Curb Stop, Complete | EA | 27 | $5,700.00 | $153,900.00 | $5,080.00 | $137,160.00 | $995.00 | $26,865.00 | $1,650 | $44,550.00 |
| 5 | Seeding Class 1A | SY | 79 | $25.00 | $1,975.00 | $10.00 | $790.00 | $33.50 | $2,646.50 | $33 | $2,607.00 |
| 6 | Mulch, Method 2 | SY | 79 | $30.00 | $2,370.00 | $10.00 | $790.00 | $31.50 | $2,488.50 | $24 | $1,912.00 |
| 7 | Topsoil Furnish and Place, 4" | SY | 79 | $25.00 | $1,975.00 | $10.00 | $790.00 | $31.50 | $2,488.50 | $20 | $1,564.00 |
| 8 | Tree Protection | EA | 6 | $310.00 | $1,860.00 | $50.00 | $300.00 | $125.00 | $750.00 | $330 | $1,980.00 |
| 9 | Tree Root Pruning | EA | 3 | $1.00 | $3.00 | $100.00 | $300.00 | $200.00 | $600.00 | $242 | $726.00 |
| 10 | Residential Driveway Removal and Replacement, P.C.C | SY | 10.40 | $360.00 | $3,744.00 | $300.00 | $3,120.00 | $244.75 | $2,545.40 | $292 | $3,032.00 |
| 11 | Residential Driveway Removal and Replacement, Bituminous | SY | 2.8 | $350.00 | $980.00 | $175.00 | $490.00 | $450.00 | $1,260.00 | $275 | $770.00 |
| 12 | Remove and Reinstall Brick Pavers | SF | 15 | $50.00 | $750.00 | $40.00 | $600.00 | $45.00 | $675.00 | $55 | $825.00 |
| 13 | P.C.C. Sidewalk Removal and Replacement | SF | 167 | $50.00 | $8,350.00 | $20.00 | $3,340.00 | $29.75 | $4,968.25 | $39 | $6,430.00 |
| 14 | Sediment and Erosion Control | LS | 1 | $2,700.00 | $2,700.00 | $1,000.00 | $1,000.00 | $2,000.00 | $2,000.00 | $5,500 | $5,500.00 |
| 15 | Traffic Control and Protection | LS | 1 | $11,610.00 | $11,610.00 | $1,000.00 | $1,000.00 | $4,500.00 | $4,500.00 | $34,100 | $34,100.00 |
| | | | | **TOTAL BASE** | **$285,217.00** | **TOTAL BASE** | **$319,290.00** | **TOTAL BASE** | **$344,562.15** | **TOTAL BASE** | **$275,238.00** |
| | | | | **TOTAL AS READ** | **$285,217.00** | **TOTAL AS READ** | **$319,290.00** | **TOTAL AS READ** | **$344,562.20** | | |
| | | | | **Difference** | | **Difference** | | **Difference** | **-$0.05** | | |
| | | | | **As Corrected** | **N/A** | **As Corrected** | **N/A** | **As Corrected** | **$344,562.20** | | |
| | **Alternate Bid Items** | | | | | | | | | | |
| 16 | Curb Box to be Replaced | EA | | $70.00 | | $300.00 | | $975.00 | | $250.00 | |
| 17 | Unforeseen Site Restoration | EA | | $900.00 | | $1,000.00 | | $1,150.00 | | $1,000.00 | |
| 18 | Water Meter Relocation, Complete | EA | | $30.00 | | $1,300.00 | | $825.00 | | $1,200.00 | |
| 19 | Water Service Installation, Open Cut Method, 1" | LF | | $350.00 | | $87.00 | | $445.00 | | $400.00 | |
| 20 | Water Service Installation, Open Cut Method, 1.5" | LF | | $370.00 | | $97.00 | | $455.00 | | $410.00 | |
| 21 | Rock Excavation | CY | | $540.00 | | $250.00 | | $1,050.00 | | $500.00 | |
| 22 | Pavement Removal and Replacement, Bituminous | SY | | $225.00 | | $120.00 | | $485.00 | | $200.00 | |
| 23 | Combination Curb & Gutter Removal and Replacement | LF | | $140.00 | | $80.00 | | $90.00 | | $90.00 | |
| 24 | Tree Removal (6-15 Units Diameter) | UNIT | | $80.00 | | $175.00 | | $2,650.00 | | $300.00 | |
| 25 | Tree Removal (Over 15 Units Diameter) | UNIT | | $90.00 | | $290.00 | | $3,725.00 | | $550.00 | |
| 26 | Water Service Casing | LF | | $80.00 | | $52.00 | | $65.00 | | $120.00 | |
| 27 | Curb Boxes to be Abandoned | EA | | $300.00 | | $50.00 | | $1,750.00 | | $200.00 | |
| 28 | Public Water Service Replacement, 1.5" (Short) | EA | | $9,500.00 | | $7,500.00 | | $2,500.00 | | $7,000.00 | |
| 29 | Public Water Service Replacement, 1.5" (Long) | EA | | $10,500.00 | | $7,500.00 | | $4,750.00 | | $7,000.00 | |
| 30 | Exterior Foundation Pit | EA | | $3,000.00 | | $1,000.00 | | $2,250.00 | | $2,000.00 | |

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 Ed Bossert Drive Bridge Repairs Design Engineering
DATE: June 8, 2026

**SUMMARY/BACKGROUND**
HR Green is assisting the Village with design engineering services for necessary repairs at the Ed Bossert Drive Bridge over the I&M Canal. The repairs and preservations methods being implemented stem from an inspection performed in October 2023.

Total lump sum, not to exceed, fees for the project are $36,500.00.

**ANALYSIS**
Funds are included in the FY27 Infrastructure Fund budget for this project.

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

**STAFF RECOMMENDATION**
Pass A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Ed Bossert Drive Bridge Repairs Design Engineering

**BOARD ACTION REQUESTED**
Pass A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Ed Bossert Drive Bridge Repairs Design Engineering

**ATTACHMENTS**
A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for Ed Bossert Drive Bridge Repairs 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 ED BOSSERT DRIVE BRIDGE REPAIRS 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 ED BOSSERT DRIVE BRIDGE REPAIRS 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 for Ed Bossert Bridge Repairs 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 Ed Bossert Drive Bridge Repairs Design Engineering**

# PROFESSIONAL SERVICES AGREEMENT

## For

## Village of Lemont
## Ed Bossert Drive over I&M Canal
## Bridge Preservation / Repairs - Design

Village of Lemont
Mr. George Schafer
Village Administrator
418 Main Street
Lemont, IL, 60439-3708
Ph: 815.257.1550

Bruce A. Hill, PE
Municipal Executive I – Municipal Services Engineering
HR Green, Inc. 323 Alana Drive
New Lenox, IL 60451
Ph: 815.462.9324

HR Green Project No.: 2503966

May 6, 2026

## TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING

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 Village of Lemont (hereafter “CLIENT”) and HR Green, Inc. (hereafter "COMPANY").

## 1.0 Project Understanding

1.1 General Understanding

CLIENT has initiated a project requiring professional engineering services to prepare plans, specifications, and estimates for the preservation and maintenance of the bridge carrying Ed Bossart Drive over the I&M Canal located in Lemont, Illinois. The scope of work includes but is not limited to the following items as outlined in the provided inspection report dated October 2023:

- Remove and replace the HMA wearing surface on the approach slabs
- Apply a penetrating concrete bridge deck sealer to the top of the concrete deck, sidewalks and parapets to preserve the concrete that is exposed to deicing chemicals
- Clean and paint the expansion bearings at the south abutment
- Repair spalled concrete and seal cracks
- Clean south expansion joint
- Investigate removing abandoned electrical service box
- Investigate enlarging the splash block at the north abutment

In general, this Scope of Services governs the engineering services required for the preparation of plans, specifications, and estimates (PS&E). COMPANY will also provide bidding assistance and Phase III support. It is assumed the proposed improvement will not require additional right of way. Preparation of plat and legal descriptions and land acquisition services are not included in this Scope of Services.

It is understood all engineering and construction for this project will be funded 100% locally by CLIENT, as such, coordination with the Illinois Department of Transportation (IDOT) will not be required. Coordination with the Illinois Department of Natural Resources (IDNR) and the United States Army Corps of Engineers (USACE) will not be required. CLIENT intends to bid the project locally.

1.2 Design Criteria/Assumptions

COMPANY will apply the following guidelines in the design of the project, including the bridge and any other associated work and ancillary improvements:

A. IDOT Bridge Manual
B. AASHTO LRFD Bridge Design Manual
C. IDOT Standard Specifications for Road and Bridge Construction (latest edition)
D. Manual on Uniform Traffic Control Devices (MUTCD)

## 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Data Collection and Review

A. COMPANY will review the most recent inspection report and existing plans.

B. COMPANY will complete a site visit and confirm the scope of work items identified in the Project Understanding.

2.2 Utility Coordination / Outreach

COMPANY will coordinate with any utility companies found to have facilities located within the vicinity of the project limits. An initial request will be made via a JULIE locate request (design-stage ticket). COMPANY will then request from all named companies via the results of the JULIE request that these utility companies provide any available maps and/or plans of existing facilities for placement into a computer-aided design and drafting (CADD) base map for the design.

2.3 Contract Documents

COMPANY will prepare contract plans, specifications, and estimates for the proposed improvements as described above. The contract documents will be submitted to CLIENT for review and concurrence at the 90% (pre-final) and 100% (final) milestones. The contract documents will not be submitted to any other agency. The following will be provided as part of the contract documents for this project:

A. Contract Plans

| Item | No. of Sheets |
|---|---|
| Cover Sheet / Index of Sheets | 1 |
| General Notes / Standards / Summary of Quantities | 1 |
| Maintenance of Traffic Plans | 2 |
| General Plan and Elevation (GP&E) | 1 |
| Repair Details | 2 |
| Existing Plans | 6 |
| **Total** | **13** |

B. Specifications

COMPANY will prepare the following specifications (as applicable) for inclusion in the bid documents:

1. Supplemental Specifications and Recurring Special Provisions
2. Project Specific Special Provisions
3. Bureau of Local Roads Special Provisions
4. Bureau of Design and Environment Special Provisions
5. Guide Bridge Special Provisions

C. Estimates

COMPANY will prepare the following estimates for the project and submit to CLIENT for review and concurrence at the 90% and 100% milestones:

1. Engineer's Opinion of Probable Construction Cost (EOPC)
2. Estimate of Time (EOT)

2.4 Bidding Assistance

Subsequent to the completion of the design and preparation of contract documents, COMPANY will perform or assist in the following activities:

A. COMPANY will assemble the proposal booklet, advertise the project, attend the bid opening, compile the bid tab and letter of recommendation.

B. COMPANY will provide any necessary bid assistance and respond to Contractor's bid questions.

2.5 Post Design Activities

Subsequent to the completion of bidding activities, COMPANY will perform the following post design activities:

A. COMPANY will assist with questions related to the design of the proposed improvements that may arise during construction (Phase III support). For the purposes of this Scope of Services, three (3) responses to contractor Requests for Information (RFIs) have been assumed, which is based on a three (3) month construction duration at a rate of one (1) RFI per month.

2.6 Quality Assurance and Quality Control

COMPANY will provide Quality Assurance and Quality Control (QA/QC) in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection and rating of subconsultants, and monitoring of deliverables.

2.7 Project Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the

project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

2.8 Construction Observation

COMPANY will conduct spot inspections during construction.

## 3.0 Deliverables and Schedules Included in this Agreement

3.1 Deliverables

The following deliverables will be generated for this project and are included in this Scope of Services:

A. Contract Plans
B. Specifications
C. Estimates
D. Three (3) responses to contractor RFIs (Phase III support)

3.2 Schedule

This Scope of Services is based upon an assumed project duration of 8 months, commencing with COMPANY's receipt of Notice to Proceed from CLIENT. This schedule was prepared to include reasonable allowances for review and approval times required by 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 CLIENT or for delays or other causes beyond the control of COMPANY. An estimated timeline of milestones is as follows:

A. Contract Executed & NTP – June 2025
B. Pre-final Contract Documents – July 2025
C. Final Contract Documents – August 2025
D. Target Letting – August/September 2025
E. Construction – Fall 2025

## 4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

A. Plat of Highways, Plat of Survey/Topography
B. Roadway Borings, Pavement Cores, Roadway Geotechnical Report (RGR)
C. Environmental Survey Request (ESR)
D. Socio-economic Analysis, Environmental Justice Evaluation
E. Air Quality Analysis, Traffic Noise Analysis
F. Species and Habitat Surveys
G. Existing Tree Species Identification
H. IDNR Historic Preservation Division Coordination (SHPO Coordination)
I. Wetland Impact Evaluation (WIE) Form
J. Water Quality Analysis, Pollutant Loading Analysis, Antidegradation Analysis
K. PESA, PSI, Special Waste Sampling, Analysis, LPC Forms, Clearances
L. USACE Section 404 Individual Permit
M. Project Development Report (PDR)

N. Public Involvement, Public Information Meeting, Community Advisory Group
O. Design and Plans for Sidewalk, Multi-use Path, and ADA Ramps
P. Suggested Maintenance of Traffic Plans
Q. Pavement Design
R. Land Acquisition Services (Appraisals, Review Appraisals, Negotiations)
S. Coordination with IDOT and FHWA

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

## 5.0 Services by Others

None

## 6.0 Client Responsibilities

None

## 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 fee of **$36,500.00**.

## 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. Services will not begin until COMPANY receives a signed 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: 5/6/2026

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett

Title: President – Municipal Services Date: 5/6/2026

**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 Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 2026 MFT Resurfacing Construction Engineering
DATE: June 8, 2026

**SUMMARY/BACKGROUND**
HR Green is assisting the Village with Construction engineering services for the yearly MFT Roadway Resurfacing project.

The total time and material, not to exceed fees for the project are $75,000.00.

As outlined in the Design Agreement, the streets included in this year's MFT Resurfacing 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
- 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**
Funds are included in the FY27 Infrastructure Fund budget for this project

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

**STAFF RECOMMENDATION**
Pass A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 2026 MFT Resurfacing Construction Engineering

**BOARD ACTION REQUESTED**
Pass A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the Village of Lemont, Illinois for 2026 MFT Resurfacing Construction Engineering

**ATTACHMENTS**
A Resolution Approving Professional Services Agreement Between HR Green, Inc. and the VIllage of Lemont, Illinois for 2026 MFT Resurfacing Construction Engineering.pdf

# VILLAGE OF LEMONT

# RESOLUTION
## NUMBER R-___-26

**A RESOLUTION APPROVING PROFESSIONAL SERIVCES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR 2026 MFT RESURFACING CONSTRUCTION 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 SERIVCES AGREEMENT BETWEEN HR GREEN, INC. AND THE VILLAGE OF LEMONT, ILLINOIS FOR 2026 MFT RESURFACING CONSTRUCTION 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 for 2026 MFT Resurfacing Construction 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

# 2026 MFT Resurfacing Construction Engineering Agreement

# PROFESSIONAL SERVICES AGREEMENT

# For

# Lemont, IL – 2026 MFT Resurfacing
# Construction 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. 2503275.01

May 19, 2026

## TABLE OF CONTENTS

1.0 SCOPE OF SERVICES

2.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

3.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES

4.0 SERVICES BY OTHERS

5.0 CLIENT RESPONSIBILITIES

6.0 PROFESSIONAL SERVICES FEE

7.0 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 CLIENT has a yearly street resurfacing program. The CLIENT picks the streets and sets the limits for each street. The streets were identified in the Design Engineering agreement.

1.2 Design Criteria/Assumptions

- IDOT Standard Specifications for Road & Bridge Construction
- Village of Lemont Code

## 2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon COMPANY providing the CLIENT with construction observation services for the 2026 MFT Resurfacing Project. The hours provided are based on 35 working days. Any additional work due to an extended schedule dictated by the contractor’s performance or unanticipated work due to site conditions could warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY.

### A. Start Up

COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

COMPANY will ensure that the project details, construction timelines, and any impacts that the project may create will be coordinated with the CLIENT prior to the start of construction.

COMPANY will mark, measure, and document contract removal pay items prior to the contractor starting work.

COMPANY anticipates a Construction Engineer will be onsite for approximately fifty (50) hours to complete the above noted coordination and construction preparation. A total of a total of fifty (50) hours have been allotted to complete the project start up.

**B. Construction Observation**

COMPANY will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. COMPANY will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction.

COMPANY anticipates that a Construction Engineer will be onsite approximately forty (30) hours per week for approximately ten (10) weeks. An additional twenty-five (25) hours total have been allocated to a Senior Project manager to provide support to the Construction Engineer during construction observation operations. A total of three-hundred twenty-five (325) hours have been allotted for daily field construction observation for this project.

**C. Meetings**

COMPANY will attend the preconstruction meeting at the CLIENT with the contractor and subcontractors. A total of ten (10) hours have been allotted for the Senior Project Manager to attend the preconstruction meeting and prepare the agenda and complete the meeting minutes for two (2) additional construction progress meetings.

**D. Administration/Coordination**

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT, the contractor, and subcontractors. COMPANY has allotted sixteen (16) hours for the Senior Project Manager and administrative support for the project.

**E. Project Close Out**

COMPANY anticipates approximately eighty (80) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punch list, final payment estimate, final change order, and all necessary coordination with IDOT to close out the MFT section number.

**F. Material Testing**

Seeco Consultants, Inc. will provide the Quality Assurance Material Testing Services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement.

**Disclaimer**

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion or the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

## 3.0 Deliverables and Schedules Included in this Agreement

1. Notice to Proceed – NTP ..... May, 2026
2. Contractor Start (Anticipated – T.B.D.) .....June, 2026
3. Project Completion Date ..... November 30, 2026

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 for construction engineering once the low bidder has established their project schedule):

- N/A

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. will perform the following services:

- Provide QA Testing Services

## 6.0 Client Responsibilities

N/A

## 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:

**Time and Material basis with a Not to Exceed fee: $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. Services will not begin until COMPANY receives a signed 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.**

_____ Date: May 19, 2026
Bruce A. Hill
Municipal Executive – Municipal Services – Engineering

Approved by: _____

Printed/Typed Name: Timothy J. Hartnett

Title: President – Municipal Services Date: May 19, 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: George Schafer, Administration
THROUGH:
SUBJECT: A Resolution Approving An Intergovernmental Agreement By and Between the Village of Lemont and Grand Prairie Water Commission for Cooperating in Constructing a Waterworks System
DATE: June 8, 2026

**SUMMARY/BACKGROUND**
Attached for consideration is an intergovernmental agreement by and between the Village of Lemont and the Greater Prairie Water Commission (GPWC).

The Greater Prairie Water Commission (GPWC) comprised of the City of Joliet, Village of Channahon, City of Crest Hill, Village of Minooka, Village of Romeoville and Village of Shorewood has purchased a 15+- acre property at 12550 Bell Road within the Village of Lemont to locate an intermediate pumping station and storage standpipe facilities. The Village of Lemont is not a part of the commission. The facilities would be constructed prior to 2030 where the commission is to serve its communities with Lake Michigan Water. The standpipes are approximately 130+ feet tall potentially starting with one immediately and another by complete buildout of the system, according to GPWC.

It has been made known that the GPWC has been granted authority by the state legislature as a water commission and can locate its infrastructure in and through the Village limits, with or without the Village's permission. Officials from GPWC have attended the Committee of the Whole in September of 2024 and again in February 2026 to discuss their project and the Village's ongoing concerns. The outstanding items were discussed once again at the May Committee of the Whole. While not perfect, legal is recommending that the Village Board approve the intergovernmental agreement at this time to move the issue forward. The Village was able to secure additional terms favorable to the Village on issues related to:

- Coordination of the numerous Village capital projects taking place on 131st Street;
- Coordinating to avoiding utility conflicts along proposed GPWC route with existing Village infrastructure and long-term maintenance provisions in the event they are needed.
- Assurances against GPWC as an entity serving in unincorporating areas within Lemont's planning area;
- GPWC to assist in mitigating drainage, noise and other impacts for the residents most impacted by facilities on Bell Road and assisting in connecting Bell Road via path/pedestrian connectivity.
- Assurances the Village is able to recoup costs associated with outside review of plans for facilities and utilities through Village limits throughout duration of project.

Subsequent to the IGA, staff will be presenting for approval a planned unit development for the facility site on Bell Road, likely at the June 22nd Village Board meeting.

**ANALYSIS**

***Consistency with Village Policy***
Lemont 2030 Comprehensive Plan

**STAFF RECOMMENDATION**
Discussion.

**BOARD ACTION REQUESTED**
The item is up for discussion. The document and resolution may be presented for formal approval at the next Board Meeting along with the PUD documents if recommended by Committee of the Whole.

**ATTACHMENTS**
Lemont - Resolution Approving IGA with Grand Prairie Water Commis.pdf
CLEAN GPWC-Lemont IGA 5.7.2026(1367221.pdf

# VILLAGE OF LEMONT

## RESOLUTION
## NUMBER R-___-26

## A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF LEMONT AND GRAND PRAIRIE WATER COMMISSION FOR COOPERATING IN CONSTRUCTING A WATERWORKS SYSTEM

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

**JANELLE KITTRIDGE**
**SAMUEL FORZLEY**
**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 AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF LEMONT AND GRAND PRAIRIE WATER COMMISSION FOR COOPERATION IN CONSTRUCTING A WATERWORKS SYSTEM**

---

**Be it resolved** by the President and Board of Trustees of the Village of Lemont, Cook County, Illinois as follows:

**SECTION 1:** The Intergovernmental Agreement between the Village of Lemont and the Grand Prairie Water Commission for a period of twenty-five (25) years with the potential for automatic renewals for additional terms of ten (10) years in substantially the form attached hereto as Exhibit A is approved ("Agreement").

**SECTION 2:** The Village President and Village Clerk are hereby authorized to execute the Agreement on behalf of the Village.

**SECTION 3:** If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution.

**SECTION 4:** All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** This resolution shall be in full force and effect from and after 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: |
|---|---|---|---|---|
| Janelle Kittridge | _____ | _____ | _____ | _____ |
| Samuel Forzley | _____ | _____ | _____ | _____ |
| Ken McClafferty | _____ | _____ | _____ | _____ |
| Kevin Shaughnessy | _____ | _____ | _____ | _____ |
| Rick Sniegowski | _____ | _____ | _____ | _____ |
| Ron Stapleton | _____ | _____ | _____ | _____ |

_____
John Egofske, Village President

*Attest:*

_____
Charlene M. Smollen, Village Clerk

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 Resolution No. _____ "**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF LEMONT AND GRAND PRAIRIE WATER COMMISSION FOR COOPERATION IN CONSTRUCTING A WATERWORKS SYSTEM" **adopted and approved by the President and Board of Trustees of the Village of Lemont, Illinois on _____ ____, 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 _____ 2026.

_____
Charlene Smollen
Village Clerk
Village of Lemont
Cook County, Illinois

Exhibit A

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN GRAND PRAIRIE WATER COMMISSION AND VILLAGE OF LEMONT**

This Intergovernmental Agreement ("Agreement") is made as of the date of its execution by and between the GRAND PRAIRIE WATER COMMISSION, an Illinois regional water commission, municipal corporation and public body politic and corporate ("GPWC"), and the VILLAGE OF LEMONT, an Illinois municipal corporation ("Lemont") (individually, a "Party" and collectively "Parties").

1. Recitals.

1.1. The Parties have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Article VII, Section 10 of the Illinois Constitution of 1970, and other applicable law.

1.2. The Grand Prairie Water Commission has been established pursuant to the Regional Water Commissions Act, 65 ILCS 5/11-135.5-1 *et seq.*, ("RWC Act") by the Village of Channahon, the City of Crest Hill, the City of Joliet, the Village of Minooka, the Village of Romeoville and the Village of Shorewood ("GPWC Members") for the purposes of jointly acquiring, either by purchase or construction, and to jointly operate and improve, a waterworks system or a common source of supply of water, or both. The Parties acknowledge that the GPWC is an entity that is separate and distinct from the GPWC Members and that this Agreement is binding directly on the GPWC and is not binding on the GPWC Members as individual units of government.

1.3. The GPWC has entered into a water supply agreement between the GPWC and the GPWC Members as well as a project management agreement between the GPWC and the City of Joliet ("Joliet") pursuant to which Joliet serves as the Program Manager for the GPWC.

1.4. GPWC has acquired the property at 12550 Bell Road in Lemont ("Site"), which will be the location for certain facilities that will be part of the proposed waterworks

system to enable the GPWC to provide a source of Lake Michigan water to the GPWC Members. GPWC desires Lemont's cooperation in obtaining the necessary approvals and permits for construction, operation and maintenance of water storage tanks and pump station facilities and related appurtenances ("Water Facilities") at the Site and its water transmission main and related appurtenances ("Transmission Main") between the Site and other points in the GPWC waterworks system.

1.5. Lemont has determined that it is willing to cooperate with the GPWC and Joliet (as Program Manager) in connection with GPWC obtaining approvals and permits for GPWC's use of the Site for the Water Facilities and the construction of the Transmission Main within Lemont.

1.6. Lemont has identified certain Village capital projects and Lemont Park District capital projects that will be occurring in the vicinity of the Transmission Main as well as certain existing utility facilities in the vicinity of the Transmission Main that may require protection, and coordination between GPWC and Lemont on these matters will be beneficial.

1.7. Lemont recognizes the GPWC is a regional water commission with territory outside the Lemont municipal borders and which will have facilities located in multiple counties and municipalities, and that Lemont cannot prevent GPWC from achieving its governmental purpose of providing a joint source of water and waterworks system for the GPWC Members.

1.8. The Parties have discussed the potential impact of GPWC's proposed construction of the Water Facilities and Transmission Main on Lemont and its residents and have agreed upon certain considerations that will mitigate that potential impact.

1.9. By entering into this Agreement, Lemont and the GPWC intend to enable GPWC and Joliet to continue planning, designing and constructing the waterworks system

of the GPWC for the delivery of Lake Michigan water and operation by the GPWC and coordinating such work with Lemont in the manner described in this Agreement.

2. Approvals for GPWC. GPWC, as owner of the Site, has applied to Lemont for zoning approvals in connection with construction, operation and maintenance of the Water Facilities. GPWC will also apply for other land development approvals (if needed) pertaining to the development of the Site for these purposes. These applications by GPWC are voluntarily submitted but not required for a regional entity like GPWC and are submitted for the purpose of coordination with Lemont with a reservation of rights by GPWC.

3. Permits and Other Approvals. Lemont will issue all permits and approvals pertaining to the construction of the Water Facilities and Transmission Main within Lemont or rights-of-way or other areas over which Lemont has jurisdiction, both on private or public property and in public rights-of-way. Lemont will not charge GPWC/Joliet any fees in connection with any permits, approvals and other items required in connection with the Water Facilities and Transmission Main. GPWC agrees to pay for reasonable costs associated with third-party architectural/engineering and attorney review of the plans necessary for issuance of building and construction permits ("Permit Review Fees") required in connection with the Water Facilities. The GPWC hereby agrees to reimburse Lemont within sixty (60) days following written request, which includes detailed invoices provided by Lemont from time-to-time within sixty (60) days following the date of the invoice and no more frequently than monthly.

4. Coordination of GPWC and Lemont Construction.

4.1. GPWC will coordinate with Lemont in connection with construction projects to be performed by Lemont (or its contractors) within the Village of Lemont during construction of the GPWC Water Facilities and Transmission Main. However, GPWC and Lemont acknowledge and agree that control of and jurisdiction over roads and rights-of-way within and adjacent to the Village of Lemont may be held by third-parties, including the Illinois Department of Transportation, Will County Department of

Transportation, and Cook County Department of Transportation and Highways ("CCDOTH") and are not under the control of GPWC or Lemont.

4.2. GPWC plans to construct and install a portion of the Transmission Main within the CCDOTH right-of-way in/along 131st Street between Bell Road and Archer Avenue, a portion of which is within Lemont's village limits. Lemont plans to construct and install a new bicycle path on the south side of 131st Street from Bell Road to Derby Road. GPWC and Lemont agree to discuss with each other their respective designs, locations and schedules for their improvements in/along 131st Street in this area in an effort to coordinate their schedules to minimize disruption of the right-of-way and damage to the other's improvements. If the bicycle path is installed prior to initial construction of the Transmission Main and is damaged by GPWC or its contractors during initial Transmission Main construction, GPWC will restore (by repair or replacement) the bicycle path to its condition at the commencement of GPWC construction of the Transmission Main. If the bicycle path is installed after the initial construction of the Transmission Main, Lemont will not lower the ground elevation above the Transmission Main and will adjust the elevation of any appurtenances to the Transmission Main in coordination with and as directed by the GPWC.

4.3. Lemont and GPWC understand that Lemont Park District plans to construct improvements to Derby Farms Park ("Park"), a ten-acre park located near the intersection of 131st Street and Derby Road. GPWC will coordinate with the involved entities to design its Transmission Main taking into account the proposed locations for utilities to serve the Park and the planned right-in, right-out entrance to the Park from 131st Street. GPWC will comply with all requirements of permits issued to GPWC by CCDOTH in connection with any traffic signal (either permanent or temporary) controlling ingress and egress to and from the Park that is in place and operating during initial construction and installation of the Transmission Main.

4.4. GPWC and Lemont have discussed the design, location and timing of construction of the Transmission Main within the CCDOTH right-of-way along 135th Street between Smith Road and Archer Avenue as well as within the CCDOTH right-of-way on Bell Road between 131st Street and the south property line of the Site and the proposed Lemont 12-inch diameter water main that Lemont has determined is necessary for Lemont's use in these areas. Plans have been provided to Lemont's staff showing sufficient space is available for Lemont's future water main within the 135th Street right of way and in the planned GPWC easements along Bell Road. To the extent and during the time period in which GPWC acquires easements for the initial construction of the Transmission Main along Bell Road, GPWC agrees to coordinate with Lemont and use best efforts to acquire (by mutual agreement with property owners) easement rights for possible shared use by Lemont for the proposed Lemont 12-inch diameter water main.

5. Future Utility Coordination. GPWC and Lemont recognize that at certain locations within Lemont, the Transmission Main will be installed at a location that is above specific Lemont utilities in existence as of the date of this Agreement. These existing locations are:

| Lemont Utility | Location/Type of Potential Conflict |
|---|---|
| Sanitary Sewer (10-inch) | Transmission Main crosses existing 10-inch diameter sanitary sewer on Bell Road along northern portion of the frontage of the Site |
| Sanitary Sewer (10-inch) | Transmission Main crosses existing 10-inch diameter sanitary sewer on Bell Road along southern portion of the frontage of the Site |
| Sanitary Sewer (8-inch) | Transmission Main crosses existing 8-inch diameter sanitary sewer on 131st Street west of Silver Fox Drive |
| Sanitary Sewer (8-inch) | Transmission Main crosses existing 8-inch diameter sanitary sewer on 131st Street east of Silver Fox Drive |
| Water Main (12-inch) | Transmission Main crosses existing 12-inch diameter water main on 131st Street at Silver Fox Drive |

5.1. In the event that Lemont needs access to any of the Lemont utilities at the locations listed in the table in Section 5 for the purpose of repair or maintenance, Lemont shall notify GPWC during the planning phase of any such proposed work. In the event of a need for

emergency repair, Lemont shall notify GPWC upon becoming aware of the need for a repair (which notice may be pursuant to a JULIE locate request). Lemont and GPWC shall meet to discuss the proposed repair or maintenance and how it can be performed in a manner that is cost-efficient and minimizes any potential risk to the existing Lemont utilities and the Transmission Main as listed in the Table in Section 5; such discussion shall include which type of repair or maintenance best benefits both Lemont and GPWC, and may include rehabilitation methods that do not require excavation at the location listed in Section 5. GPWC agrees to cooperate with Lemont to not unreasonably delay any repair or maintenance work by Lemont. Lemont shall provide copies of any plans and specifications and an estimate of the cost of the proposed repair or maintenance work, including identification of any incremental additional costs attributable to the presence of the Transmission Main in a location identified in the table in Section 5 as compared to the costs of such repair or maintenance without the Transmission Main in that location. GPWC agrees to pay the incremental additional costs of the repair or maintenance of the Lemont utility that are attributable to the presence of the Transmission Main in a location identified in the table in Section 5.

6. Water Service in the Area. GPWC agrees that GPWC will not sell potable water at retail to unincorporated properties located within that portion of Lemont's planning area as established pursuant to Division 12 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-12-1 *et seq.* [1.5 miles], as it exists at the time of this Agreement, and that are also located within the County of Cook and County of Will without the written approval of Lemont. If another municipality annexes any unincorporated properties that were part of Lemont's planning area, the properties annexed to another municipality will no longer be considered part of Lemont's planning area and the restriction of this provision will no longer apply to such annexed properties.

7. Additional Consideration.

7.1. Signage on the Water Facilities will be limited to GPWC signage and those required or permitted by law, and no other branding or information about off-premises businesses will be included in signs located on the Water Facilities.

7.2. GPWC represents GPWC's performance of construction activities at the Site will not adversely affect the wells or septic systems located within the residential lots adjacent to the northern boundary of the Site ("Adjacent Properties").

7.3. GPWC agrees that all sound generated by the Water Facilities will be mitigated and managed. GPWC will comply with all applicable noise laws and regulations including those set forth in Section 17.14.010, titled "Noise Standards", of the Lemont Unified Development Ordinance of 2008 ("UDO"), applicable to R Districts as the Sound Source Zoning District, as measured at the Site's northern property line.

7.4. GPWC has provided a detailed Grading and Drainage Plan, Project No. 173440124, dated 2025.10.15 ("Drainage Plan") as part of its zoning application and will submit the Drainage Plan for permit approval by the Metropolitan Water Reclamation District ("MWRD"). The current condition of the Site includes a low-lying wetlands area and no detention basins. GPWC confirms that the Drainage Plan demonstrates that GPWC will retain the low-lying wetlands area and provide two detention basins in the central/southwest quadrant of the Site and additional basins along Bell Road to accommodate off-site (roadway) drainage and allow the stormwater to flow out at the southwest corner of the Site, which diverts stormwater runoff away from the Adjacent Properties and is consistent with the current drainage pattern on the Site. GPWC agrees to construct the Water Facilities and maintain the Site in compliance with the final Drainage Plan approved by the MWRD.

7.5. GPWC will preserve and enhance the tree and vegetation buffer along the northern Site boundary contiguous to the Adjacent Properties as shown on the updated Landscape

Planting Plan, Project No. 173440124, dated 2026.01.28 ("Landscape Plan"). GPWC will comply with the Landscape Plan which provides for supplemental landscaping beyond what is required by Lemont's UDO.

7.6. GPWC has provided an updated Site Plan Photometric Exhibit I and II, Project No. 173440124, dated 2026.1.28 ("Lighting Plan") as part of its zoning application and agrees that the lighting on the Site will be in conformance with the standards set forth in the Lighting Plan. GPWC also confirms that the Lighting Plan is in compliance with the regulations set forth in Section 17.14.020, titled "Illumination Standards", of Lemont's UDO.

7.7. GPWC agrees to donate to Lemont a 30-foot-wide strip of property along the northern end of the Site ("Donated Property") to be used for any public purpose that does not interfere with the GPWC's use of the Subject Property or operations of its Water Facilities or Transmission Main, including the purpose of Lemont's future development of a pedestrian connectivity and bicycle path. The Donated Property will be conveyed pursuant to a deed limiting the use of the property for such public purpose. GPWC's conveyance of the Donated Property to Lemont will take place after completion of the construction of the Water Facilities and the Transmission Main within Lemont and issuance by Lemont of final certificates of occupancy for the Water Facilities and upon written notice from Lemont of its intent to use the Donated Property for a proper public purpose.

7.8. GPWC will dedicate a strip of land in an amount up to 50 feet in width along the Bell Road frontage of the Site by a statutory plat for highway purposes. Lemont agrees to use its best efforts to obtain dedication of right-of-way for Bell Road between the Site and 131st Street.

7.9. GPWC will pay to Lemont a one-time amount of Two Hundred Fifty Thousand Dollars ($250,000.00), to be paid within 60 days after completion of the construction of the Water Facilities and the Transmission Main within Lemont and issuance by Lemont of

final certificates of occupancy for the Water Facilities. This payment shall be used by Lemont for Lemont's future development of a pedestrian connectivity and bicycle path that benefits the Adjacent Properties or to accomplish the objectives set forth in Section 7.7 of this Agreement.

8. Term. This Agreement shall be in force commencing from the date of its execution by both parties for a period of twenty-five (25) years and shall automatically renew for additional terms of ten (10) years unless either party notifies the other party of its intent not to renew not less than one (1) year prior to the end of the then-current term.

9. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and not for the benefit of any third-party beneficiary. No third party shall have any rights or claims against the GPWC or Lemont arising from this Agreement.

10. Notices. All notices and other communications in connection with this Agreement shall be in writing and will be deemed delivered to the addressee thereof when delivered in person, by a reputable overnight courier, or by messenger at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, at each Party's contact information as provided with its signature. A Party may change its contact information by giving notice to the other Party pursuant to this Section.

11. Execution. The persons signing this Agreement on behalf of each Party confirm that they are executing this Agreement pursuant to proper authority duly granted.

*[signatures on following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

**Village of Lemont,** an Illinois municipal corporation

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

*Contact Party for the Village of Lemont:*

Name: _____
Address: _____
_____
Telephone: _____
Email: _____

**Grand Prairie Water Commission,** an Illinois regional water commission, municipal corporation and public body politic and corporate

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

*Contact Party for the Grand Prairie Water Commission:*

Name: _____
Address: _____
_____
Telephone: _____
Email: _____