

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____ Waiver of First Requested
 X Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: October 13, 2004 (COW) (B of T) **Date:** October 21, 2004

TITLE: Special Assessment 218 (Grace, Fairfield & Edgewood)
Westgate Lincoln Mercury
License Agreement/Fairfield Right-of-Way

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DM*

BACKGROUND/POLICY IMPLICATIONS:

See Memo

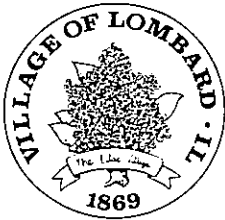
FISCAL IMPACT/FUNDING SOURCE:

Total Contract Amount: \$36,177.00
HTE Project: 0330 ST-03-06
Account: 8735.809450

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X *W. Thomas Lichter* _____ Date *10/15/04*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager
FROM: David A. Dratnol, P.E. *DD*
SUBJECT: Special Assessment 218
Westgate Lincoln Mercury
License Agreement/Fairfield Right-of-Way
DATE: October 13, 2004

In order to address the expired annexation and license agreement relating to the use of the Fairfield right-of-way by Westgate Lincoln Mercury to load and unload delivery vehicles, Public Works – Engineering proposes to have delivery trucks load and unload on the car dealership property. This measure will keep delivery trucks off both Fairfield and Edgewood. Attached you will find items (a) and (b) which give background information pertaining to the issue.

To remedy the situation of vehicle delivery trucks parking within the right-of-way, particularly on Fairfield, the Village proposes to construct one new driveway apron on Edgewood and replace the existing driveway apron on Fairfield. Each driveway would be wide enough to accommodate the turning radius of a vehicle transport truck. The entrance on Edgewood would have a new motorized sliding gate. The existing gate on Fairfield would be replaced with a new wider motorized sliding gate. This configuration will keep the new car delivery trucks on Westgate property, and allow them safe egress and ingress to and from Roosevelt Road.

The Board of Trustees previously passed a 25-mph speed limit and weight limit restriction for Fairfield. These will be in effect when Fairfield is reopened to traffic. Once the driveways and gates are constructed, staff will make a recommendation to the Transportation and Safety Committee to post additional signage on Edgewood and Fairfield prohibiting trucks from proceeding north from the dealership. The installation of a weight restriction sign on Edgewood will also be recommended. This sign would be installed north of the proposed dealership driveway.

The cost of the fence is not a special assessment cost. The dealership was asked to solicit proposals for the work (see attached). The approximate cost for this work is \$36,177 (\$29,627 + \$6,550). This figure includes the gates and the related electrical work.

Per the recommendation of the Village attorney, a letter outlining the terms of the agreement for reimbursement will be sent to Westgate. This will be done once the Board of Trustees approves the formal course of action regarding the installation of the new driveway and gate on Edgewood and the replacement of the gate on Fairfield.

This item was sent to the Board of Local Improvements on October 14, 2004. Public Works Engineering is seeking Village Board approval to proceed with an agreement with Westgate Lincoln Mercury concerning the issue of unloading of trucks in the Fairfield right-of-way by Westgate Lincoln Mercury.

Attachments

- a) License Agreement with Westgate Lincoln Mercury.
- b) Letter to Westgate Lincoln Mercury dated December 15, 2003
- c) Fence Quotes

RESOLUTION
R _____ 24- 03

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON A LICENSE AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a License Agreement for portions of the Fairfield Road right-of-way, as attached hereto and marked Exhibit "A": and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize the license agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

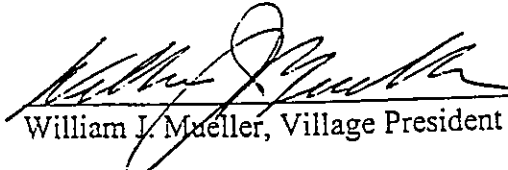
Adopted this 18th day of July, 2002.

Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

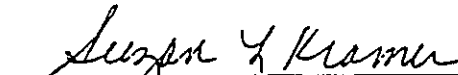
Nayes: None

Absent: None

Approved this 18th day of July, 2002.


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

LICENSE AGREEMENT

This License Agreement (hereinafter referred to as the "License Agreement") is entered into by and between THE VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE"), an Illinois municipal corporation, and Westgate Lincoln Mercury, Inc. (hereinafter referred to as "LICENSEE"), an Delaware Corporation, located in Lombard, Illinois (collectively referred to as the "PARTIES").

WITNESSETH

WHEREAS, the VILLAGE owns and maintains Fairfield Road, a public right-of-way of sixty-six feet (66') in width which is located within the corporate limits of the VILLAGE; and

WHEREAS, LICENSEE is the property owner of the property at 500 East Roosevelt Road, said property being legally described as set forth on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "WESTGATE PROPERTY"); and

WHEREAS, included within the boundaries of the aforementioned right-of-way is an improved existing off-street vehicle unloading area serving the WESTGATE PROPERTY, said property being legally described as set forth on Exhibit "B" attached hereto and made part hereof (hereinafter referred to as the "LICENSED PREMISES"); and

WHEREAS, the VILLAGE has determined that it is in the best interest of the PARTIES to enter into an agreement to allow the LICENSEE to utilize the LICENSED PREMISES for the use and benefit of the LICENSEE, subject to the terms of this License Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, representations, and promises contained herein, the PARTIES hereby agree as follows:

SECTION 1: LICENSE AND LIMITATIONS

1.1 **Grant of License.** The VILLAGE hereby grants to LICENSEE a revocable license (hereinafter referred to as the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the LICENSED PREMISES for vehicular loading and unloading purposes exclusively associated with the business operations at the WESTGATE PROPERTY.

1.2 **Scope and Limitations of License.** Said License shall permit LICENSEE to use and occupy the LICENSED PREMISES for motor vehicle loading and unloading purposes, subject to the restrictions and requirements imposed by this License Agreement, the Lombard Village Code and Lombard Traffic Code, including, but not limited to, the following restrictions and requirements:

A. LICENSEE shall not construct, build, or place, or cause to be constructed, built, or placed, any structures, permanent or otherwise, on the LICENSED PREMISES, including but not limited to buildings, houses, dwellings, garages, sheds, and/or other structures of a permanent or semi-permanent nature.

B. LICENSEE shall be permitted to install signs designating the LICENSED PREMISES as a reserved parking and loading area, subject to the restrictions and requirements imposed by this License Agreement, the Lombard Village Code and the Lombard Traffic Code, and the prior approval of the Village's Community Development Department. Said signs shall denote all time, day and user restrictions regarding the use of the LICENSED PREMISES. Signage shall also denote the fees associated with any vehicle removal activities and the name, address and phone number of the towing operator contracted by the LICENSEE to enforce the parking restrictions.

C. LICENSEE shall also be responsible for the following maintenance and repair costs within the LICENSED PREMISES:

1. All resurfacing, patching or cracksealing of the pavement surface area;
2. All required reconstruction of the subbase underneath the LICENSED PREMISES;
3. All patching or repair of any curbing abutting the LICENSED PREMISES;
and
4. Any striping or other pavement markings within the LICENSED PREMISES.

The VILLAGE shall retain and reserves the right to require the LICENSEE to pay all costs for repairs associated with the LICENSED PREMISES. Said determination for the need for repairs shall be based upon a review of the LICENSED PREMISES by the Village Engineer. Any improvements within the LICENSED PREMISES shall meet the standards established within the latest edition of the VILLAGE'S Manual of Specifications for the Design of Public Improvements or Site Improvements.

D. The LICENSEE shall also have the right to request pavement improvements within the LICENSED PREMISES provided that the costs for the requested improvements are paid in full by the LICENSEE. Any such improvements shall be made and maintained at the sole cost and/or expense of the LICENSEE, and any such costs and/or expenses shall not be recoverable in the event that this License Agreement is terminated or not renewed by the VILLAGE. Any such

improvements shall be removed by the LICENSEE at LICENSEE'S sole cost and expense in the event that this License Agreement is terminated or not renewed, unless otherwise directed by the VILLAGE. In the event that the LICENSEE fails to remove said improvements, and the VILLAGE is required to do so, the VILLAGE'S costs associated with any such removal may be recorded as a lien against the WESTGATE PROPERTY.

E. LICENSEE shall refrain from using the LICENSED PREMISES in any unreasonable, unsafe, and/or illegal manner, and shall at all times use the LICENSED PREMISES in full compliance with all applicable provisions of this License Agreement, the Lombard Village Code and the Lombard Traffic Code. This provision includes, but is not limited to, the following additional restrictions:

1. There shall be no overnight parking or storage of motor vehicles within the LICENSED PREMISES;
2. The parking of semi-truck tractor trailers or vehicle carrier truck trailers within the LICENSED PREMISES shall be limited to the period during which motor vehicles are being actively loaded onto or unloaded from the truck trailers; and
3. There shall be no display or sales of motor vehicles within the LICENSED PREMISES.

1.3 Term of License. Said License shall be granted by the VILLAGE for a period of two (2) years from the date of approval by the VILLAGE and LICENSEE. Said License Agreement may be renewed upon mutual consent of both PARTIES.

1.4 Nonassignability of License. Said License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the VILLAGE.

SECTION 2: PAYMENTS AND APPORTIONMENT

2.1 Payment. LICENSEE shall pay to the VILLAGE, upon execution of this Agreement, a one time non-renewable License fee of \$ 100.

2.2 Payment Upon Renewal. Said License fee shall be paid in full to the VILLAGE on or before the effective date of said License.

SECTION 3: TERMINATION AND EXPIRATION

3.1 Termination. This License Agreement shall terminate by its terms at its effective date of expiration. Prior to its expiration, the License provided herein is revocable at will at the sole option and discretion of the VILLAGE, and may be revoked for any reason whatsoever. Said License is for the temporary permissive use of the LICENSED PREMISES only and creates no property and/or other interest in the LICENSED PREMISES on the part of, or for the benefit of, the LICENSEE.

3.2 Notice of Termination. No written or other notice of termination shall be required where this License Agreement terminates as a result of expiration. Where termination is sought by the VILLAGE prior to the expiration of this License Agreement, the VILLAGE shall provide LICENSEE with written notice of such termination no less than thirty (30) days prior to the effective

date of such revocation. Where termination is sought by the LICENSEE prior to the expiration of this License Agreement, the LICENSEE shall provide VILLAGE with a written notice of such termination no less than thirty (30) days prior to the effective date of such termination.

3.3 Improvements Required as Part of Termination or Expiration. Should the VILLAGE or the LICENSEE terminate this License Agreement prior to the expiration date hereof, or at the time of the normal expiration of the term of this License Agreement, the LICENSEE shall be required to make all necessary site repairs, as determined to be necessary by the VILLAGE, in its sole discretion, to bring the LICENSED PREMISES into compliance with VILLAGE Codes and Regulations. All costs associated with these improvements shall be borne by the LICENSEE.

3.4 Delivery of Notice. All notices relative to this License Agreement shall be deemed to have been effectively sent by the VILLAGE and received by LICENSEE, in accordance with the terms and conditions of this License Agreement, when said notice is mailed by the VILLAGE via certified mail, return receipt requested, to Westgate Lincoln Mercury, Inc. 500 East Roosevelt Road, Lombard, Illinois 60148. It shall be the sole responsibility of LICENSEE to provide the VILLAGE with written notice of any changes in address for purposes of receiving notice under this License Agreement. Any notice issued by LICENSEE hereunder shall be sent via certified mail, return receipt requested, and addressed as follows:

Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

SECTION 4: MISCELLANEOUS PROVISIONS

4.1. Indemnification and Insurance. LICENSEE hereby covenants and agrees to

indemnify and hold the VILLAGE, and its officers, agents, and employees, harmless with respect to any and all claims, losses, lawsuits, actions, injuries, accidents, costs, and/or expenses (including attorney's fees) of any type, nature, and/or variety arising out of this License Agreement or relating in any way to the LICENSED PREMISES, including but not limited to any and all claims and/or causes of action incurred by persons injured on or around the LICENSED PREMISES during the effective term of this License Agreement. LICENSEE shall maintain adequate liability insurance covering the LICENSED PREMISES for the effective term of this License Agreement, and shall provide the VILLAGE with written proof thereof in the form of a certificate of insurance. Said certificate of insurance shall be provided to the VILLAGE within ten (10) days following the effective date of this License Agreement. LICENSEE's failure to provide a valid certificate of insurance to the VILLAGE within ten (10) days of the effective date hereof shall render this License Agreement null, void, and of no legal effect.

4.2 Severability of Agreement. The terms and conditions set forth in this License Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state, or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the PARTIES.

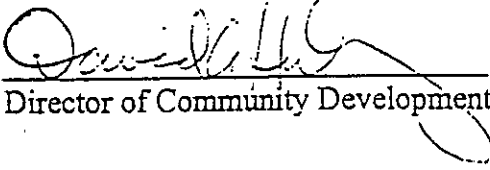
4.3. Merger Clause. This License Agreement constitutes the entire understanding between the PARTIES and supersedes any prior understandings and/or agreements between the PARTIES. Any representations, agreements, promises, or understandings not expressly set forth herein are hereby rendered null, void, and of no legal effect.

4.4. Choice of Law. This License Agreement is entered into under, and shall be governed

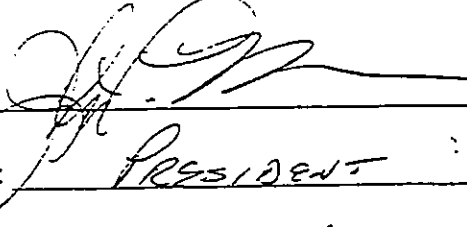
for all purposes by, the laws of the State of Illinois, and venue in relation to any court action relating in any way to this License Agreement shall be in DuPage County, Illinois.

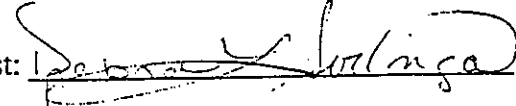
IN WITNESS WHEREOF, the PARTIES have executed this Agreement on this 18th date of July, 2002.

VILLAGE OF LOMBARD

By: 
Director of Community Development

LICENSEE: WEST GATE LIN-MERC
OF LOMBARD INC.

By: 
Title: PRESIDENT

Attest: 
Title: Secretary

Date: July 18, 2002

Date: 7/8/02

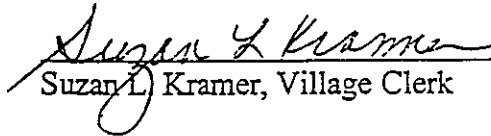
VILLAGE OF LOMBARD

Approved this 18th day of July, 2002



William J. Mueller, Village President

ATTEST:



Suzan L. Kramer, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF WESTGATE PROPERTY

LOT 1 OF THE LOMBARD LINCOLN MERCURY PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1988 AS DOCUMENT R88-130945, IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF LICENSED PREMISES

THAT PART OF FAIRFIELD ROAD RIGHT-OF-WAY LEGALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE LOMBARD LINCOLN MERCURY PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND RECORDED NOVEMBER 15, 1988 AS DOCUMENT R88-130945, THENCE SOUTH ALONG THE WESTERLY LOT LINE 25 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH ALONG SAID WESTERLY LOT LINE 321 FEET, THENCE WEST 17 FEET, THENCE NORTH ALONG A LINE PARALLEL TO SAID WEST LINE OF LOT 1 OF THE LOMBARD LINCOLN MERCURY PLAT OF CONSOLIDATION A DISTANCE OF 321 FEET, THENCE EAST 17 FEET TO THE POINT OF BEGINNING; ALL IN DU PAGE COUNTY, ILLINOIS.



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148
630/620-5700 FAX: 630/620-2222
TDD: 630/620-5812
www.villageoflombard.org

Public Works
December 15, 2003

Village President
William J. Mueller

Westgate Lincoln Mercury
500 E. Roosevelt Road
Lombard, IL 60148

Trustees

Joan DeStefano, Dist. 1
Richard J. Tross, Dist. 2
Karen S. Koenig, Dist. 3
Steven D. Sebby, Dist. 4
Kenneth M. Florey, Dist. 5
Rick Soderstrom, Dist. 6

Attention: Mr. John Moroni

Subject: SA218 Right-of-Way Improvements: Fairfield and Edgewood Frontages

Village Manager
William T. Lichter

Dear Mr. Moroni:

At the request of Mr. David Hulseberg, Director of Community Development for the Village of Lombard, we are taking this opportunity to detail the proposed improvements on Fairfield Avenue and Edgewood Avenue adjoining the Westgate Lincoln Mercury property. In conjunction with a proposed special assessment project (SA218), the Village desires to modify and improve the access to the subject property related to truck traffic and vehicle deliveries.

The special assessment project will include the construction of a standard Village street section consisting of a 28' back-of-curb to back-of-curb roadway, sidewalks, street lights and associated underground utility improvements.

"Our shared *Vision* for Lombard is a community of excellence exemplified by its government working together with residents and business to create a distinctive sense of spirit and an outstanding quality of life."

Relative to the subject property, the Village proposes to construct two new driveways. One new driveway would be located on Fairfield and the other new driveway would be located on Edgewood. Each driveway will be forty (40) feet wide at the property line to accommodate the turning movement of 18 wheel semi-trailer trucks. All other driveway design details would conform to the Village Ordinance for a commercial driveway apron. Please refer to the attached "New Drives/Turning Radii" drawing from Engineering Resources Associates (ERA) of Wheaton, Illinois. All work and costs associated with the construction of both driveways will be borne by the Village. The Village will reimburse the dealership for the modification/installation of the fence and associated gates along Fairfield and Edgewood by issuing a check to the dealership. Reimbursement would be in the amount of the lowest estimate from three (3) licensed fence contractors. Please note that the gates will have to open towards private property or slide open parallel to the property line.

"The *Mission* of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

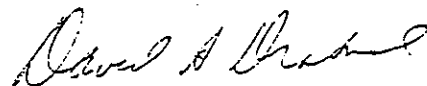
It was also noted that there are existing swing gates on the subject property that open into the right-of-way. Community Development suggested that this would be a good opportunity for you to correct this situation since you would have a fence contractor working at the site.

As part of the special assessment project, the property owner will be responsible for paying for the roadway assessment where existing curb and gutter are not in place bordering the subject property. Both the lighting and sidewalk portion of the project will be assessed along any portion of the right-of-way that currently does not have those specific improvements. Again the property owner will be responsible for its participation share for the cost of "new" sidewalk and "new" street lighting. Typically, the cost share for new infrastructure is 70/30. That is to say, the Village pays 70 percent of the total project cost (construction, engineering and legal), where existing improved infrastructure does not exist. The property owner does not share the cost in replacing any existing infrastructure (water main, sanitary sewer and improved roadway)--that cost is paid entirely by the Village.

Exact costs for the special assessment will be available after the Village's engineering consultant completes the "Engineer's Estimate". The Village attorney spreads the project cost among the property owners within the Special Assessment area. A Public Hearing will be held by the Board of Local Improvements to inform the property owners about the special assessment. Property owners of record will be notified by mail concerning the date of the Public Hearing. The notification will also include the Engineer's Estimate. The Village Attorney will be available at the public hearing to provide the property owners of record the exact amount of the special assessment.

We are asking for your concurrence pertaining to the modification of access to the subject property related to truck traffic and vehicle deliveries. We are available to answer any questions that you may have.

Very Truly Yours,
THE VILLAGE OF LOMBARD



David A. Dramol, P.E.,
Village Engineer

DAD\

cc: File: ST-03-06



ELECTRIC



Westgate Lincoln Mercury of Lombard, Inc.
500 E. Roosevelt Road
Lombard, IL 60148-4695

6/16/04

Attention: John Moroni

Proposal

Re: New Service
East Side
Electric Gate

Supply labor and materials to perform the following electrical services at above address as per John Moroni and Gene.

- A. Apply for electrical permit to perform electrical work for new service on east side of property line.
- B. Install new 100 amp, single phase, 3-wire service with the following:
 - a. New 100 meter fitting
 - b. New 1 1/4" riser
 - c. New #2 THHN copper cables
 - d. New ground rod with grounding attachments
 - e. New meter and assembly will be mounted on uni-strut onto ComEd's electrical pole so meter reader can read meter without getting onto property.
- C. Hire uni-directional boring company to bore approximately 200' below earth on east side parking lot where new gate will be installed. Install new 100 amp load center weather-proof rated on column or structure of electric gate.
- D. Install underground conduit from ComEd's pole where meter is located to new location where load center is located.
- E. Install new power feed from east gate to new load center.
- F. Re-install new cable inside of conduit for small gate located on west side. Assuming location and power requirements will be the same.

Total proposed price

\$6,550.00



AMERICAN INDUSTRIAL FENCING CORP.
FENCE AND GUARD RAIL CONTRACTORS

1909 S Briggs Street Joliet, IL 60433 Ph: 815-740-1660 Fax: 815-740-1985

PROPOSAL

October 1, 2004

Gene Mazamiwk/Tom
Westgate Lincoln Mercury
630/495-0433

RE: Gates and Operators

Dear Gene Mazamiwk or Tom:

We are please to quote the following:

[REDACTED]

Option 4

2 - 40' Long dual cantilever sliding gates with operator and accessories

Material and Installation: \$29,793.00

Either option includes:

- 6 - 6" Bollards filled with concrete
- Heaters in operator included
- Audio alarm included
- Receivers on each gate plus 10-transmitters
- Gate edge on each side of gate
- Photo eye for safety on each gate

Notes:

1. Our quotations are based on all work being performed utilizing one (1) mobilization.
2. Work area access must be clean and clear.
3. Quotation is based on excavation taking place in dirt and/or asphalt.
4. All fence lines to be clear of vegetation, debris and/or product.
5. All electric by others.

This quotation may be withdrawn if not accepted in 30 days.

If you have any questions, please call me at (815) 740-1660.

Sincerely,

Rick Kusnierz
Project Estimator

FAX

10/1/2004

To

Company: Westgate Lincoln Mercury

Department:

Name: Gene Mazamiruk/Tom

From

Company: American Industrial Fencing Corp.

Department:

Name: Rick Kusnierz

Phone: 815/740-1660

FAX: 815/740-1985

Attached is our proposal for the Gates and Operators. If you have any questions, please feel free to contact me at 815/740-1660.

Proposal

MARCHIO FENCE CO., INC.

907 Rowell Avenue
JOLIET, ILLINOIS 60433
Phone 726-6995

REVISED 9/30/04

FAX (820) 496-2124

| | | | |
|--|---------------|---|------------------------------|
| PROPOSAL SUBMITTED TO Westgate Lincoln-Mercury | | PHONE (630) 495-2500 | DATE June 18, 2004 |
| STREET 500 E. Roosevelt Road | | JOB NAME Gate/Gate Operator installation OPTION 2 | |
| CITY, STATE and ZIP CODE Lombard, IL | | JOB LOCATION | |
| ARCHITECT | DATE OF PLANS | JOB PHONE | |
| | | Attn: Tom Taluzek | |

We hereby submit specifications and estimates for:

We will furnish and install two (2) Edko safeglide aluminum cantilever enclosed track slide gate (this will be a bi-parting gate for a 40' wide opening) x 6' high.

Aluminum mill finish, 2" x 3" rectangular frame, unweld construction, including all gate hardware. Gates will be installed on 4" SS40 gate posts.

We will install one (1) Edko safeglide aluminum twin track cantilever enclosed track slide gate for a 40' opening x 6' high. Aluminum mill finish, 2" x 4" rectangular frame, unweld construction, including all gate hardware. Gate will be installed on double sets of 4" SS40 gate posts.

We will furnish and install the following for above gates: Three (3) SGL-111 Edko 1hp safeglide series commercial gear driven slide gate operator, UL325 Class I,II,III,IV compliant, heavy duty worm gear reducer with clutch and thru shaft disconnect for manual operation, includes current sensing, timer to close, polyethylene cover with stainless steel access door. Also included: (3) heater (for cold weather applications); (2) audible alarm beeper (active when gate is in motion); continued

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposal

MARCHIO FENCE CO., INC.

907 Rowell Avenue
JOLIET, ILLINOIS 60433
Phone 726-6995

REVISED 9/30/04

FAX (630) 495-2124

| | | |
|--|--|------------------------------|
| PROPOSAL SUBMITTED TO Westgate Lincoln-Mercury | PHONE (630) 495-2500 | DATE June 16, 2004 |
| STREET | JOB NAME Gate/Gate Operator installation | OPTION 2 |
| CITY, STATE and ZIP CODE | JOB LOCATION continued | |
| ARCHITECT | DATE OF PLANS | JOB PHONE |
| | Attn: Tom Taluzek | |

We hereby submit specifications and estimates for:

(4) loop detector (2 safety/2 free exit) (factory installed); (6) electric gate edge 5' w/mounting channel (reverse); (6) radio control package for gate edge (receiver factory installed); and (3) 1099 multicode receiver w/coax antenna (factory installed).

There will be 20 #3089 multicode transmitters included.

Gate operators installed on weldment plate and (1) 6 5/8" post (ea. operator); vehicle loops - 6 x 30 saw cut and sealed in asphalt/concrete.

Gate and gate operator posts installed approx. 42" deep in concrete using Standard Method of Digging.

Gates will have 9 ga. galvanized chain link fence fabric on frame, and will have three (3) strands of barb wire at the top.

We will do the technical work for gate operators. Electrical work by others.

Total installed cost . . . \$33,395.24

THREE (3) YEAR WARRANTY ON LABOR AND MATERIALS

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Proposal

MARCHIO FENCE CO., INC.

907 Rowell Avenue
JOLIET, ILLINOIS 60433
Phone 725-6995

REVISED 9/30/04

| | | | |
|--|---------------|----------------------------------|---|
| PROPOSAL SUBMITTED TO Westgate Lincoln-Mercury | | FAX (630) 495-2124 | DATE June 18, 2004 |
| STREET | | PHONE (630) 495-2500 | JOB NAME Gate/Gate operator installation . OPTION 1 |
| CITY, STATE and ZIP CODE | | JOB LOCATION continued | |
| ARCHITECT | DATE OF PLANS | Attn: Tom Taluzak | JOB PHONE |

We hereby submit specifications and estimates for:

Gate operators installed on weldment plate and (1) 6 5/8" post (aa...operator);
vehicle loops - 8 x 30 saw cut and sealed in asphalt/concrete

Gate and gate operator posts installed approx. 42" deep in concrete using
Standard Method of Digging.

Gates will have 9 ga. galvanized chain link fence fabric on frame, and will
have three (3) strands of barb wire at the top

We will do the technical work for gate operators. Electrical work by others.

Total installed cost . . . \$29,627.04

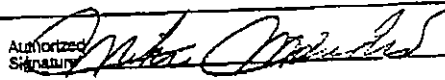
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