

**RESPONSE TO REQUEST PERMITTING RECORDS INSPECTION**

February 19, 2010

Ms. Laura Reigle  
11 S 236 Carpenter Street  
Lemont, IL. 60439

Ms. Laura Reigle:

In the response to your request dated February 17, 2010 for a copy of the payment history for the lease of Bromberek school, copies of the checks for the payments and a copy of the bank deposits for the lease for Bromberek school for 2007, 2008, 2009, attached are the documents requested.

If you should have any further questions, please feel free to contact me.

  
Robert D. Beckwith, Business Manager

**Beckwith, Bob**

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**From:** L. Reigle [lreigle@comcast.net]  
**Sent:** Wednesday, February 17, 2010 12:57 PM  
**To:** Beckwith, Bob  
**Cc:** L. Reigle  
**Subject:** FOIA request regarding correspondence

Lemont School District 113a  
16100 127th Street  
Lemont, Illinois 60439

February 12, 2010

Re: Illinois Freedom of Information Act Request

Dear Bob Beckwith:

This is a request for information under the Illinois Freedom of Information Act, 5 ILCS 140.

A copy of the contract for Bromberek school.

I am requesting that a copy of the payment history for the lease of Bromberek school. Copies of the checks for the payments. And a copy of the bank deposits for the lease of Bromberek school . For 2007,2008,2009 to present.

I request a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the school district and is not primarily in my commercial interest. Or an copy of the information be sent by e-mail to avoid any costs incurred.

I look forward to hearing from you in writing within seven working days, as required by the Act. 5 ILCS 140(3).

Sincerely,

Laura Reigle  
11 S 236 Carpenter St.  
Lemont, Illinois 60439

----- Original Message -----  
**Subject:**FW: FOIA request



# St. Alphonsus / St. Patrick

## CATHOLIC GRADE SCHOOL

September 17, 2007

Lemont Bromberek District #113A  
16100 127<sup>th</sup> Street  
Lemont, IL 60439

To Whom It May Concern:

Enclosed please find our check in the amount of \$51,489 representing the 07/08 school year rent on the old Bromberek building that we are leasing.

If you have any questions, please don't hesitate to give me a call at 783-2220.

Thank you,

Lori Atherton  
Enclosure

St. Alphonsus/St. Patrick School 01/00  
20W145 Davey Rd.  
Lemont, IL 60439

JPMORGAN CHASE BANK, NA  
LEMONT, IL 60439  
2-1/710

8575

9/14/2007

PAY TO THE ORDER OF Lemont Bromberek Dist 113A

\$ \*\*51,489.00

Fifty-One Thousand Four Hundred Eighty-Nine and 00/100\*\*\*\*\* DOLLARS

Lemont Bromberek Dist 113A

MEMO 2007 Lease payment re: Old Bromberek school building

⑈008575⑈ ⑆071000013⑆ 1115001161992⑈



**The Lemont National Bank  
and Trust Company**

1201 State Street • Lemont, IL 60439 • 630-257-3000

PAGE: 2

ACCOUNT: 1008052522 09/29/2007  
DOCUMENTS: 297

LEMONT BROMBEREK COMBINED SCHO  
DISTRICT 113A  
ACCOUNTS PAYABLE

=====  
PUBLIC FUNDS SUPER NOW ACCOUNT 1008052522  
=====

----- DEPOSITS -----

| REF # | DATE  | AMOUNT    | REF # | DATE  | AMOUNT | REF # | DATE  | AMOUNT     |
|-------|-------|-----------|-------|-------|--------|-------|-------|------------|
|       | 09/15 | 536.05    |       | 09/21 | 149.90 |       | 09/26 | 231.25     |
|       | 09/15 | 541.60    |       | 09/21 | 182.94 |       | 09/26 | 236.85     |
|       | 09/18 | 167.90    |       | 09/21 | 283.65 |       | 09/26 | 331.42     |
|       | 09/18 | 225.81    |       | 09/21 | 304.91 |       | 09/26 | 333.51     |
|       | 09/18 | 296.58    |       | 09/21 | 308.14 |       | 09/26 | 399.00     |
|       | 09/18 | 298.15    |       | 09/21 | 329.20 |       | 09/26 | 471.65     |
|       | 09/18 | 490.40    |       | 09/21 | 500.05 |       | 09/26 | 480.55     |
|       | 09/18 | 561.55    |       | 09/21 | 518.55 |       | 09/26 | 512.45     |
|       | 09/19 | 150.90    |       | 09/21 | 544.70 |       | 09/26 | 519.00     |
|       | 09/19 | 355.94    |       | 09/21 | 606.15 |       | 09/26 | 566.35     |
|       | 09/19 | 356.35    |       | 09/22 | 73.25  |       | 09/27 | 118.12     |
|       | 09/19 | 370.25    |       | 09/22 | 213.30 |       | 09/27 | 211.90     |
|       | 09/19 | 528.75    |       | 09/22 | 317.70 |       | 09/27 | 270.91     |
|       | 09/19 | 561.15    |       | 09/22 | 450.03 |       | 09/27 | 413.90     |
|       | 09/19 | 22,896.37 |       | 09/22 | 494.75 |       | 09/27 | 423.30     |
|       | 09/19 | 51,489.00 |       | 09/24 | 174.03 |       | 09/27 | 530.40     |
|       | 09/21 | 119.36    |       | 09/26 | 150.78 |       | 09/28 | 143,107.58 |
|       | 09/21 | 128.94    |       | 09/26 | 230.15 |       |       |            |

----- OTHER CREDITS -----

| DESCRIPTION        | DATE  | AMOUNT     |
|--------------------|-------|------------|
| WIRE TRANSFER      | 09/13 | 600,000.00 |
| INTEREST AT 1.49 % | 09/29 | 984.01     |

----- CHECKS -----

| CHECK # | DATE  | AMOUNT     | CHECK # | DATE  | AMOUNT   | CHECK # | DATE  | AMOUNT    |
|---------|-------|------------|---------|-------|----------|---------|-------|-----------|
| 37447*  | 09/10 | 42.61      | 39009   | 09/17 | 1,349.50 | 39022   | 09/17 | 11,503.90 |
| 37602*  | 09/12 | 45.05      | 39010   | 09/24 | 24.95    | 39023   | 09/19 | 1,931.80  |
| 37717*  | 09/12 | 479.40     | 39011   | 09/18 | 217.79   | 39024   | 09/19 | 1,444.00  |
| 37787*  | 09/13 | 2,475.77   | 39012   | 09/19 | 79.00    | 39025   | 09/21 | 59.80     |
| 39002   | 09/24 | 42.98      | 39013   | 09/20 | 195.00   | 39026   | 09/21 | 59.28     |
| 39003   | 09/17 | 3,280.00   | 39014   | 09/25 | 21.99    | 39027   | 09/17 | 5,869.63  |
| 39004   | 09/17 | 30.89      | 39015*  | 09/19 | 42.80    | 39028   | 09/19 | 17.53     |
| 39005   | 09/17 | 266,552.63 | 39017   | 09/19 | 123.73   | 39029   | 09/19 | 751.23    |
| 39006   | 09/17 | 21,971.76  | 39018   | 09/28 | 23.68    | 39030   | 09/20 | 199.47    |
| 39007   | 09/19 | 1,841.70   | 39019   | 09/18 | 207.80   | 39031   | 09/21 | 50.00     |
| 39008   | 09/27 | 15,880.72  | 39020*  | 09/18 | 42.99    | 39032   | 09/19 | 2,457.79  |

\*\*\* CONTINUED \*\*\*

Deposit

0.\*

8,291.00  
480.00  
627.96  
31,497.90  
6,393.24  
51,489.00  
1,031.10  
455.46  
1,620.01  
15,030.00  
85.11  
126.00  
4,495.11  
162.78  
121,424.59  
235,417.46\*

00\*0:  
00\*0:



**The Lemont National Bank  
and Trust Company**

1201 State Street • Lemont, IL 60439 • 630-257-3000

PAGE: 1

ACCOUNT: 1008052522 08/30/2008

DOCUMENTS: 140

LEMONT BROMBEREK C D S 113A  
PAMELA J MAZUREK  
ACCOUNTS PAYABLE 30  
16100 127TH STREET 5  
LEMONT IL 60439-0000 135



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EFFECTIVE MARCH 24TH, 2008  
NEW BANKING HOURS

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| 1201 STATE ST.                      | 310 MAIN ST. AND 9700 LEMONT RD.    |
| LOBBY AND DRIVE UP                  | LOBBY AND DRIVE UP                  |
| MONDAY - THURSDAY 8:30 AM - 5:00 PM | MONDAY - THURSDAY 9:00 AM - 5:00 PM |
| FRIDAY 8:30 AM - 7:00 PM            | FRIDAY 9:00 AM - 5:00 PM            |
| SATURDAY 9:00 AM - 1:00 PM          | SATURDAY 9:00 AM - 1:00 PM          |

CONVENIENT PHONE BANKING, NIGHT DEPOSITORY AND ATM'S  
AVAILABLE AT ALL LOCATIONS

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PUBLIC FUNDS SUPER NOW ACCOUNT 1008052522

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|                 |            |                         |              |
|-----------------|------------|-------------------------|--------------|
| MINIMUM BALANCE | 336,938.60 | LAST STATEMENT 07/31/08 | 633,295.16   |
| AVERAGE BALANCE | 639,851.41 | 7 CREDITS               | 1,561,551.77 |
|                 |            | 140 DEBITS              | 1,459,901.22 |
|                 |            | THIS STATEMENT 08/30/08 | 734,945.71   |

----- DEPOSITS -----

| REF # | DATE  | AMOUNT    | REF # | DATE  | AMOUNT     | REF # | DATE | AMOUNT |
|-------|-------|-----------|-------|-------|------------|-------|------|--------|
|       | 08/13 | 55,717.20 |       | 08/29 | 8,209.00   |       |      |        |
|       | 08/22 | 60,490.00 |       | 08/29 | 235,417.46 |       |      |        |

----- OTHER CREDITS -----

| DESCRIPTION          | DATE  | AMOUNT       |
|----------------------|-------|--------------|
| MISCELLANEOUS CREDIT | 08/13 | 934.51       |
| WIRE TRANSFER        | 08/14 | 1,200,000.00 |
| INTEREST AT 1.49 %   | 08/30 | 783.60       |

----- CHECKS -----

| CHECK # | DATE  | AMOUNT   | CHECK # | DATE  | AMOUNT | CHECK # | DATE  | AMOUNT   |
|---------|-------|----------|---------|-------|--------|---------|-------|----------|
| 39696*  | 08/04 | 750.00   | 39755*  | 08/01 | 750.00 | 40613*  | 08/07 | 832.52   |
| 39704*  | 08/26 | 1,500.00 | 40585*  | 08/01 | 418.20 | 40623*  | 08/18 | 1,503.86 |
| 39710*  | 08/27 | 750.00   | 40605*  | 08/11 | 76.84  | 40680*  | 08/01 | 208.00   |
| 39715*  | 08/20 | 750.00   | 40607*  | 08/07 | 548.00 | 40683*  | 08/27 | 80.00    |

\*\*\* CONTINUED \*\*\*

St. Alphonsus/St. Patrick School 01/00  
20W145 Davey Rd.  
Lemont, IL 60439

JPMORGAN CHASE BANK, NA  
LEMONT, IL 60439  
2-17710

09170

8/22/2008

PAY TO THE ORDER OF Lemont Bromberek Dist 113A

\$ \*\*51,489.00

Fifty-One Thousand Four Hundred Eighty-Nine and 00/100\*\*\*\*\* DOLLARS

Lemont Bromberek Dist 113A

*Richard J. Payne*

MEMO 2008 School Lease Payment

⑆009⑆70⑆ ⑆071000013⑆ 115001161992⑆

St. Alphonsus/St. Patrick School

09170

Lemont Bromberek Dist 113A

8/22/2008

Date 08/22/2008  
Type Bill  
Reference

Original Amt.  
51,489.00

Balance Due  
51,489.00

Discount  
Check Amount

Payment  
51,489.00  
51,489.00

Chase - Operating Account 2008 School Lease Payment

51,489.00

Deposited  
9.14.09

K COMBI  
TUITION  
2008-  
2009

51,489. +  
1,506.42 +  
1,290. +  
2,450. +  
710. +  
2,310. +  
9,140.28 +  
62,136.7 \*

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Name

Adresse

Phone

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49.25 +  
1,111.42 0

25. +

20. +

10. +

10.10



**The Lemont National Bank  
and Trust Company**

1201 State Street • Lemont, IL 60439 • 630-257-3000

ACCOUNT: 1008052522 PAGE: 1  
DOCUMENTS: 140 09/30/2009

LEMONT BROMBEREK C S D 113A  
ACCOUNTS PAYABLE 30  
16100 127TH STREET 7  
LEMONT IL 60439-0000 133

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PUBLIC FUNDS SUPER NOW ACCOUNT 1008052522

=====

MINIMUM BALANCE 8,842.47- LAST STATEMENT 08/31/09 144,858.35  
AVERAGE BALANCE 217,474.13 11 CREDITS 679,163.63  
166 DEBITS 596,678.54  
THIS STATEMENT 09/30/09 227,343.44

----- DEPOSITS -----

| REF # | DATE  | AMOUNT    | REF # | DATE  | AMOUNT    | REF # | DATE  | AMOUNT   |
|-------|-------|-----------|-------|-------|-----------|-------|-------|----------|
|       | 09/01 | 875.00    |       | 09/01 | 34,308.93 |       | 09/24 | 5,000.00 |
|       | 09/01 | 3,209.25  |       | 09/15 | 68,182.70 |       |       |          |
|       | 09/01 | 17,965.00 |       | 09/24 | 542.31    |       |       |          |

----- OTHER CREDITS -----

| DESCRIPTION         | DATE  | AMOUNT     |
|---------------------|-------|------------|
| TRANSFER            | 09/17 | 99,000.00  |
| WIRE TRANSFER       | 09/23 | 100,000.00 |
| WIRE TRANSFER       | 09/24 | 350,000.00 |
| INTEREST AT .4500 % | 09/30 | 80.44      |

----- CHECKS -----

| CHECK # | DATE  | AMOUNT   | CHECK # | DATE  | AMOUNT     | CHECK # | DATE  | AMOUNT    |
|---------|-------|----------|---------|-------|------------|---------|-------|-----------|
| 42466*  | 09/09 | 310.00   | 42559*  | 09/03 | 14,489.61  | 42598   | 09/23 | 600.84    |
| 42495*  | 09/03 | 420.00   | 42578   | 09/04 | 2,476.08   | 42599   | 09/30 | 509.11    |
| 42497*  | 09/01 | 851.00   | 42579   | 09/02 | 207.77     | 42600   | 09/23 | 777.92    |
| 42499*  | 09/01 | 390.10   | 42580*  | 09/23 | 100.00     | 42601   | 09/22 | 51.93     |
| 42517   | 09/03 | 400.00   | 42587*  | 09/02 | 1,616.67   | 42602   | 09/24 | 215.00    |
| 42518*  | 09/02 | 276.29   | 42590   | 09/22 | 1,390.00   | 42603   | 09/23 | 2,550.00  |
| 42520*  | 09/04 | 474.00   | 42591   | 09/22 | 151,130.73 | 42604   | 09/22 | 810.00    |
| 42532   | 09/22 | 140.00   | 42592   | 09/22 | 30,546.92  | 42605*  | 09/22 | 1,518.82  |
| 42533*  | 09/08 | 900.00   | 42593   | 09/25 | 274.22     | 42607   | 09/22 | 655.50    |
| 42535*  | 09/02 | 150.00   | 42594   | 09/28 | 18,261.16  | 42608   | 09/23 | 442.74    |
| 42540*  | 09/02 | 3,927.66 | 42595   | 09/22 | 1,445.90   | 42609   | 09/24 | 49.70     |
| 42545*  | 09/02 | 3,300.00 | 42596   | 09/22 | 5,627.06   | 42610   | 09/22 | 319.15    |
| 42552*  | 09/08 | 100.00   | 42597   | 09/22 | 2,645.51   | 42611   | 09/22 | 24,130.35 |

\*\*\* CONTINUED \*\*\*

St. Alphonsus/St. Patrick School 01/00  
20W145 Davey Rd.  
Lemont, IL 60439

JPMORGAN CHASE BANK, NA  
LEMONT, IL 60439  
2-1/710

09890

8/21/2009

PAY TO THE ORDER OF Lemont Bromberek Dist 113A

\$ \*\*51,489.00

Fifty-One Thousand Four Hundred Eighty-Nine and 00/100\*\*\*\*\* DOLLARS

Lemont Bromberek Dist 113A



MEMO 2009 School Lease Payment

⑈009890⑈ ⑆071000013⑆ 11500161992⑈

St. Alphonsus/St. Patrick School

Lemont Bromberek Dist 113A

Date 08/21/2009  
Type Bill  
Reference

8/21/2009  
Original Amt. 51,489.00  
Balance Due 51,489.00  
Discount  
Check Amount

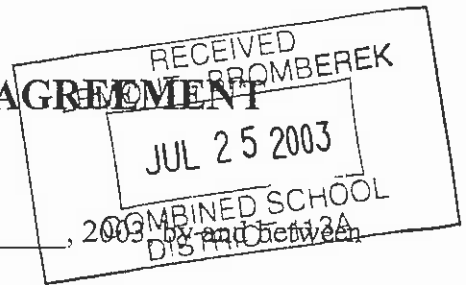
09890

Payment  
51,489.00  
51,489.00

Chase - Operating Account 2009 School Lease Payment

51,489.00

# LEASE WITH OPTION TO PURCHASE AGREEMENT



THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between

LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A ("District" or "Lessor") and THE CATHOLIC BISHOP OF CHICAGO, a corporation sole ("Archdiocese" or "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the school located at 20W145 Davey Road, Lemont, Illinois, legally described in Exhibit A attached hereto (to be added when available: and made a part hereof), which real estate hereinafter is referred to as the "Property"; and,

WHEREAS, Lessor desires to Lease to Lessee and Lessee desires to lease from Lessor the Property with an option to purchase,

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Agreement to Lease

1.1 Lessee agrees to lease from Lessor and Lessor agrees to lease to Lessee the property at the rent and subject to the terms and conditions and provisions hereinafter set forth.

2. Annual Rental and Optional Purchase Price

2.1 Lessee agrees to pay and Lessor agrees to accept as payment as set forth in Exhibit B [attached], a the twenty-five year annual rental schedule. Upon the execution of the purchase agreement, the revised, thirty (30) year schedule of values as set forth in Exhibit B, shall be implemented, effective August 1 of the year of the purchase, and be effective through the final payment on August 1, 2033.

2.2 In the event Lessee exercises its option to purchase the property, all prior rental payments will apply to the principal and interest that the Lessee agrees to pay and Lessor agrees to accept as the purchase price of One Million Dollars (\$1,000,000.00) plus interest as set forth in Schedule B. No pre-payment penalty would apply to early payment, and each year reduced from the twenty-five [25] or the thirty [30] year schedules would result in an interest deduction to the total payments as delineated in Exhibit B.

3. Lessee's Option to Purchase Lessor's Retention of Payments

3.1 After September 1, 2014 through August 1, 2028, Lessee in its sole discretion may notify Lessor that Lessee is exercising its Option to Purchase. Said Purchase shall be concluded in accordance with all applicable provisions of the School Code of Illinois.

3.2 If Lessee fails to exercise its option to purchase Lessor shall retain lease accrued lease payments (rent).

3.3 If Lessee does not exercise its option under this Agreement as herein set forth, Lessee shall continue to make payments as set forth in Exhibit B throughout the twenty-five (25) year term of the lease which expires on August 1, 2028.

3.4 If Lessee notifies Lessor that it has decided not to exercise its option and further chooses to terminate the lease after August 1, 2012, , the Lessee shall give a one (1) year notice to the lessor and then shall vacate the property, remove all of Lessee's personal property and return the property in broom-clean condition at the end of the lease term.

3.5 All capital improvements or maintenance improvements will remain in place and be retained by the lessor, without refund or credit for improvements to the lessee, at the termination of the lease.

4. Survey

4.1 In the event the Lessee exercises its option, Lessor shall provide an updated survey and property description showing all existing improvements and easements at Lessor's sole expense.

5. Title Policy

5.1 Lessor shall immediately order a title commitment for the Property, in the amount of Purchase Price from a reputable Title Company (the "Title Company") and shall immediately deliver copy of such commitment to Lessee.

5.2 If such title commitment shall disclose defects, encumbrances or exceptions to title which are not acceptable to Lessee, Lessor shall have fourteen (14) days after notice from Lessee to remove same provided. If Lessor shall fail to remove or to obtain an endorsement over defects, encumbrances and exceptions to Title other than Permitted Exceptions within the aforescribed specific time, Lessee may elect, upon notice to Lessor within ten (10) days after the expiration of the fourteen day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Lessee shall fail so to elect, this agreement shall become null and void without further action of the parties. If this Agreement is not so terminated, then the matters referred to in the title commitment shall be deemed Permitted Exceptions.

5.3 The title commitment shall be conclusive evidence of good and marketable title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

6. Personal Property

6.1 By August 1, 2003, the District will have vacated the school, left it in clean condition and surrendered possession over to the Archdiocese. All improvements and fixed furniture (e.g. bleachers, playground equipment, etc.), fixtures and equipment (FF & E) shall remain at the school.

6.2 Prior to August 1, 2003, the District will provide to the Archdiocese a list of all FF & E and other property that will remain in the building. Any personal property (e.g. student desks) , as enumerated on Exhibit C [attached], remaining on premises after 7/31/03 shall be considered sold to the lessee for the nominal sum of one (\$1.00) dollar and become the property of the Archdiocese.

7. Permitted Use of Property

7.1 The Archdiocese shall enjoy exclusive and continuous use of the property for the full term of the Agreement.

7.2 The District agrees to allow the relocation to the school site of the four mobile classrooms currently located at St. Alphonsus School. All relocation and installation expenses are the responsibility of the Archdiocese. Regarding these mobile classrooms, the Archdiocese will return the premises to its previous condition at the end of the lease.

7.3 Subject to the District's approval, which approval shall not be unreasonably withheld, the Archdiocese reserves the rights of renting or subleasing the school, or entering into a co-tenancy arrangement, during the term of the Agreement.

7.4 The District agrees to allow the Archdiocese the use of the property for any lawful activity including, but not limited to, school or parish fundraisers (including Las Vegas Nights), worship services, special events, socials, and athletic contests

7.5 Upon occupancy of the school, the Archdiocese is free to rename the facility, add religious symbols, and otherwise renovate the property in ways similar to how other Catholic elementary schools within the Archdiocese of Chicago are designed. All such renovations shall be at the Archdiocese's expense. Should the Archdiocese terminate the agreement, the school will be returned to its original condition, normal wear and tear excepted.

7.6 Whenever feasible, the Lessee agrees to make the use of the school gymnasium available to the community and community youth groups on a rental basis.

7.7 During the term of this Agreement, Lessee, at its sole cost and expense, and for the mutual benefit of Lessor and Lessee, shall carry and maintain the following types of insurance with companies and in forms reasonably satisfactory to Lessor:

- (a) Comprehensive general liability and property liability insurance, including fire legal liability, insuring against all liability of Lessee arising out of or occurring in connection with Lessee's use or occupancy of the Premises, with a minimum combined single limit of \$1,000,000.00 (one million dollars). Such policies shall name Lessor and the parish as Additional Insured and provide that it is primary to, and not contributing with, any policy carried by Lessor covering the same loss;
- (b) Excess liability for \$2,000,000.00 (two million dollars) per occurrence;
- (c) Worker's compensation insurance covering all of Lessee's employees in accordance with applicable state laws and regulations;
- (d) All risk physical damage insurance including fire, sprinkler leakage, malicious mischief, vandalism, and other extended coverage perils, for the full replacement cost of Lessee's improvements or fixtures made a part of the Premises, and of all office furniture, office equipment, merchandise and all other items of Lessee's property on or about the Premises;
- (e) Special event insurance covering fundraising and other special events and all activities included therein – and specifically including dram shop insurance covering any sale of alcohol; and,
- (f) Insurance covering Lessee's obligations under Paragraph 9 of this Agreement.
- (g) Fire insurance sufficient to replace the structure and current use areas in the event of a partial or total loss and return the building to its current level of use as a school.

8. Waiver of Claims; Mutual Indemnification

8.1 The parties release each other and their agents and employees from liability, and waive any and all claims for damage to person or property sustained by them and their agents and employees, not caused by the wrongful conduct or negligence of themselves, their agents or employees.

8.2 If any damage to the parties or to the Premises, the building or the building complex of which the Premises are a part, or to any appurtenance of any part thereof, results from any act, omission or neglect of the other party or of it's agents, employees or invitees, Lessor may at Lessee's option repair such damage. The total cost of such repairs in excess of the amount, if any,

paid by insurance covering such damage, shall be paid for in accordance with Paragraph 10.

8.3 All property situated in the building or the Premises and belonging to Lessee, its agents, employees or invitees or any occupant of the Premises shall be situated there at the risk of Lessee or such other person only. Lessor shall not be liable for damage thereto or theft, misappropriation or loss thereof.

8.4 To the fullest extent permitted by law, the parties, their successors and assigns, shall indemnify, defend and hold harmless each other, their present and future officers, employees and agents, and each other's interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney's fees proximately resulting from the negligent or other wrongful acts or omissions of either party, its agents, employees and invitees, occurring or alleged to have occurred in whole or in part in connection with Lessee's possession of the Premises.

9. Environmental Impact Warranty

9.1 By May 1, 2003, the District shall warrant to the best of its knowledge that the school property and buildings are within established tolerances for environmental hazards, including but not limited to, radon, mold, asbestos, lead, and ground contaminants.

9.2 Any environmental tests performed shall be at the Archdiocese's sole expense and will be completed prior to July 1, 2003. Agreement by both parties to any remediation plan for mutually agreed upon improvements, as set forth in Exhibit D [to be attached] is required to complete this lease agreement and is necessary prior to occupancy by the lessee. Occupancy may occur by July 1, 2003 or up to August 1, 2003, if this section is completed and agreed upon to the satisfaction of both parties. **FAILURE TO AGREE ON THIS SECTION WILL RESULT IN VOIDING THIS ENTIRE AGREEMENT.**

10. Capital Equipment and Improvements and Repairs to Same

10.1 For the first year of this lease, the District shall, at its sole expense, be responsible for installing and maintaining all capital equipment and improvements on the property to include structural elements; walls; ceilings; roofs and subroofs; flooring (including carpeting); property and building systems to include electrical, HVAC, mechanical, and plumbing (including sewer); exterior paved surfaces; windows; doors, and permanently affixed FF & E. The Archdiocese shall be solely responsible for all installation and maintenance of the capital equipment and improvements after August 1, 2004. The lessee agrees to maintain the building and property to the standards and condition at the time of the execution of this lease. Additionally, all capital improvements by the lessee shall remain as fixtures to the building and the property of the lessor if the purchase option is not exercised.

10.2 Until August 1, 2004, the District, at its sole expense, shall cause the repair and replacement of all the capital improvements [Punch List] enumerated in Exhibit E in a timely and workmanlike manner, consistent with standards it applies to all other district schools.

10.3 No capital improvements will be made, with the exception of those responsibilities set forth in section 7.2, by the Archdiocese during the first (1) year of this agreement. Any capital improvement made after that time shall become the property of the Archdiocese if the Archdiocese exercises the option to purchase.

10.4 All moveable capital equipment purchased or secured by the Archdiocese will remain its property.

11. Housekeeping

11.1 The Archdiocese, at its sole expense, is responsible for routine janitorial services, garbage, landscape maintenance (mowing), snow removal and pest control.

12. Repairs and Maintenance

12.1 The Archdiocese, at its sole expense, shall be responsible for the cost of repairs, maintenance and replacement of non-fixed FF & E. Locker repairs will be the Archdiocese's responsibility.

13. Utilities

13.1 Utility expenses including natural gas, electricity, water and sewer costs shall be paid by the Archdiocese and held in its name. Connections of utilities to the building will be made and maintained by the District for the first three (3) years of the Agreement, and shall be the sole responsibility of Lessee for the remaining term of the lease.

14. Other Expenses

14.1 During its possession of the property, the Archdiocese shall be solely responsible for:

- (a) The cost of acquiring, maintaining and replacing instructional, educational, cleaning and other supplies;
- (b) The cost of operating insurance premiums (i.e., the cost of insurance relating to liability insurance, fidelity insurance, life insurance, theft coverage and worker's compensation insurance) for policies of insurance related to the school
- (c) The cost of all license and permit fees required to operate the school, including legal fees relating to such licenses and permits;
- (d) The cost of acquiring, repairing and maintaining moveable FF & E;
- (e) The cost of telephone, telecommunications, cable TV, data links and computer services and installations required to satisfy the lessee communication and information processing requirements. The District agrees that the existing on-site communication backbone and infrastructure shall remain in place within the building in working condition, and is defined as cabling, hubs, and the network cabinetry.

- (f) Advertising, selling and promotional expenses, including costs incurred to create and maintain the image of the school and to develop, promote and further the business of the school;
- (g) Moving and other relocation costs associated with occupancy of the school; and,
- (h) Any other business expenses as necessary or appropriate.

15. Lessor's Representations and Warranties

15.1 The District warrants that the Archdiocese will not be subject to operating agreements or contracts that may be currently in force at the school or within the District. Such contracts include, but are not limited to: collective bargaining agreements, service contracts and exclusive provider agreements.

15.2 The District represents and warrants that it has full authority to enter into this Agreement and that upon execution by both parties it will constitute a fully enforceable and binding Agreement.

15.3 The District is not aware of any Federal, State, County, or local government regulations in conflict with the terms of this agreement. Any statutory changes at the Federal, State, County or local governmental levels that require a change in codes or operations will be the obligation of the Lessee.

16. Assignability

16.1 Neither party may assign or transfer the agreement or any of its rights or obligations within it without the express written consent of the other.

17. Relationship Between Parties

17.1 The Agreement does not and is not intended to create a partnership or joint venture between the District and Archdiocese.

18. Miscellaneous

18.1 Time is of the essence of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

18.2 This Agreement may be executed in counterparts, and all so executed shall constitute one and the same Agreement.

18.3 This Agreement (i) contains the entire understanding between the parties hereto with respect to the transactions contemplated herein; and (ii) may be altered or amended from time to time only by written instrument executed by both parties hereto.

18.4 This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

19. Notice

19.1 Any notices, demands, election or other instrument with either Lessor or Lessee may be required or permitted to serve under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person or if by certified mail, postage prepaid, addressed to the respective parties at the following addresses.

To Lessor:                   Dr. Tom Cusack  
                                      Superintendent  
                                      Lemont-Bromberek Combined School District 113A  
                                      16100 W 127<sup>th</sup> Street  
                                      Lemont, IL 60439

Copy to:                     Scott Nemanich  
                                      14 West Cass, 3rd Floor  
                                      Joliet, IL 60432

To Lessee:                   Tom Brennan  
                                      Archdiocese of Chicago  
                                      PO Box 1979  
                                      Chicago, IL 60690

Copy to: Thomas S. Moore  
111 W Washington Street  
Suite 1100  
Chicago, IL 60602

Either party may change the place of address for the service of notice by a notice stating that it is given for that purpose. Mailed notices shall be deemed served upon mailing.

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first above written.

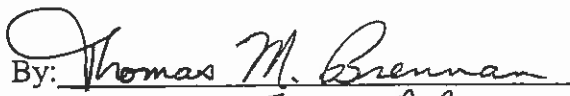
Lessor:

Lessee:

LEMONT-BROMBEREK COMBINED  
SCHOOL DISTRICT 113A

THE CATHOLIC BISHOP OF CHICAGO,  
a corporation sole

By:   
Authorized Agent

By:   
Authorized Agent Thomas M. Brennan  
Director of Finance

**Board Approved:** [date] \_\_\_\_\_

**EXHIBIT A**

**Legal Description**

|   |
|---|
| Option 1<br>Option to purchase<br>is not exercised<br>25 Annual Lease<br>Payments |
|---|

|   |
|---|
| Option 2<br>Option to purchase<br>is exercised<br>30 Annual Installment<br>Payments |
|---|

|          |    |           |
|----------|----|-----------|
| 8/1/2003 | \$ | 75,000.00 |
| 8/1/2004 |    | 35,000.00 |
| 8/1/2005 |    | 45,000.00 |
| 8/1/2006 |    | 51,489.00 |
| 8/1/2007 |    | 51,489.00 |
| 8/1/2008 |    | 51,489.00 |
| 8/1/2009 |    | 51,489.00 |
| 8/1/2010 |    | 51,489.00 |
| 8/1/2011 |    | 51,489.00 |
| 8/1/2012 |    | 51,489.00 |
| 8/1/2013 |    | 51,489.00 |
| 8/1/2014 |    | 51,489.00 |
| 8/1/2015 |    | 51,489.00 |
| 8/1/2016 |    | 51,489.00 |
| 8/1/2017 |    | 51,489.00 |
| 8/1/2018 |    | 51,489.00 |
| 8/1/2019 |    | 51,489.00 |
| 8/1/2020 |    | 51,489.00 |
| 8/1/2021 |    | 51,489.00 |
| 8/1/2022 |    | 51,489.00 |
| 8/1/2023 |    | 51,489.00 |
| 8/1/2024 |    | 94,842.00 |
| 8/1/2025 |    | 94,842.00 |
| 8/1/2026 |    | 94,842.00 |
| 8/1/2027 |    | 94,842.00 |
| 8/1/2028 |    | 94,842.00 |

|          |    |           |
|----------|----|-----------|
| 8/1/2003 | \$ | 75,000.00 |
| 8/1/2004 |    | 35,000.00 |
| 8/1/2005 |    | 45,000.00 |
| 8/1/2006 |    | 51,489.00 |
| 8/1/2007 |    | 51,489.00 |
| 8/1/2008 |    | 51,489.00 |
| 8/1/2009 |    | 51,489.00 |
| 8/1/2010 |    | 51,489.00 |
| 8/1/2011 |    | 51,489.00 |
| 8/1/2012 |    | 51,489.00 |
| 8/1/2013 |    | 51,489.00 |
| 8/1/2014 |    | 51,489.00 |
| 8/1/2015 |    | 51,489.00 |
| 8/1/2016 |    | 51,489.00 |
| 8/1/2017 |    | 51,489.00 |
| 8/1/2018 |    | 51,489.00 |
| 8/1/2019 |    | 51,489.00 |
| 8/1/2020 |    | 51,489.00 |
| 8/1/2021 |    | 51,489.00 |
| 8/1/2022 |    | 51,489.00 |
| 8/1/2023 |    | 51,489.00 |
| 8/1/2024 |    | 51,489.00 |
| 8/1/2025 |    | 51,489.00 |
| 8/1/2026 |    | 51,489.00 |
| 8/1/2027 |    | 51,489.00 |
| 8/1/2028 |    | 51,489.00 |
| 8/1/2029 |    | 51,489.00 |
| 8/1/2030 |    | 51,489.00 |
| 8/1/2031 |    | 51,489.00 |
| 8/1/2032 |    | 51,489.00 |
| 8/1/2033 |    | 51,489.00 |

Net Present Value \_\_\_\_\_  
 as of 8/01/03 at  
 3.5% interest      \$1,000,000.00

\$1,000,000.00

In the event that the lease is terminated by Lessee on any date other than a lease payment date, the Lessee shall pay a daily prorated portion of the subsequent lease payment due.

In the event of prepayment of the total purchase price under Option 2, interest shall be accrued up to the date of prepayment at the annual rate of 3.5%. Regardless of the date of prepayment by Lessee under Option 2, the combination of all payments made shall be sufficient to create a net present value of \$1,000,000 on August 31, 2003 computed with annual payments and an interest rate of 3.5%.

**EXHIBIT C – PERSONAL PROPERTY INVENTORY**

STUDENT DESKS: 380 – 400

TEACHER DESKS: 16 – 22

MISCELLANEOUS TABLES: 15 – 25

MISCELLANEOUS CHAIRS: 30 – 50

FILE CABINETS: 20 – 30

BOOK CASES: 10 – 20

**EXHIBIT D – ENVIRONMENTAL IMPROVEMENTS**

*To be mutually agreed upon and completed prior to July 1, 2003;  
The agreed upon action steps will be inserted at this point.*

Lemont-Bromberek Combined School District 113A  
Office of the Superintendent

June 20, 2003

**BROMBEREK IMPROVEMENTS – LEASE RELATED ITEMS**

*[The numbers in this column refer to the numbered items on the SVA/SI Parts Attached List]*

|                                   | ITEM   | EST./AMOUNT      | Work        | Anticipated Completed Date |
|-----------------------------------|--|------------------|-------------|----------------------------|
| 1a                                | Roof repair/replacement +[1e; 1c;]                 | \$ 28,400        | FQC*        | 9/1/03                     |
| 1d                                | Clean roof Drains                                  | incl.            | FQC*        | 9/1/03                     |
| 1c                                | Rehang Roof Panel - SE corner                      | incl.            |             | 9/1/03                     |
| 3                                 | Facia & Flashing [aluminum]                        | incl.            | FQC*        | 9/1/03                     |
| 4                                 | Calking  | \$ 2,000         | FQC*        | 9/1/03                     |
| 19a                               | Asbestos Abatement                                 | \$ 8,500         | FQC*        | 7/15/03                    |
| 10                                | Tuckpointing                                       | \$ 2,000         | FQC*        | 7/1/03                     |
| 14                                | Interior doorway glass replacement                 | \$ 1,000         | FQC*        | 9/1/03                     |
| 13                                | Drive & Parking Paving                             | \$ 17,000        | FQC*        | 8/1/03                     |
| 15                                | Gym Wall Stress Fracture Analysis                  | na               | FQC*        | Done                       |
| 1b                                | Replace 2" roof drains                             | na               | 113A Maint. | # na                       |
| 12                                | Replace RR Ties [w. parking lot]                   | na               | 113A Maint. | # na                       |
| 7                                 | Adjust & repair exterior doors [INCL. MOBILE #11]  | na               | 113A Maint. | 9/1/03                     |
| 8                                 | Cap abandoned pipe [E wall]                        | na               | 113A Maint. | 7/1/03                     |
| 9                                 | Calk/reglaze windows as needed                     | na               | 113A Maint. | # TBA                      |
|                                   | Extend North Roof Drain                            | na               | 113A Maint. | 9/1/03                     |
| 17                                | Repair Ceiling [from roof leak]                    | na               | 113A Maint. | 8/1/03                     |
| 21                                | Repair/replace noisy hallway fans                  | na               | 113A Maint. | 7/1/03                     |
| 20                                | Reattach handrail [old locker room]                | na               | 113A Maint. | 8/1/03                     |
| 16                                | Water damage – teacher's workroom                  | \$ 1,000         | 113A Maint. | 9/1/03                     |
| 19b                               | Replace sump pump cover                            | \$ 100           | 113A Maint. | 8/1/03                     |
| 5                                 | Remove/replace office AC unit                      | na               | 113A Maint. | # na                       |
| 11                                | Remove Damaged Fence [SE boundary]                 | na               | 113A Maint. | 8/1/03                     |
| 18                                | Cover electrical box – stairwell to old locker rm. | na               | 113A Maint. | 7/1/03                     |
| 6                                 | Exterior Panel Replacement                         | \$ 200           | 113A Maint. | 8/1/03                     |
| <b>TOTAL REPAIR/UPGRADE COST:</b> |  | <b>\$ 60,200</b> |             |                            |

\*: FQC: This refers to the Frederick Quinn Corporation. They are our district construction managers and they will select sub-contractors to perform this work to their specifications. They will supervise the projects denoted by their initials. Those items noted as "113A Maintenance" will be completed by our district staff. (Additional discriptors are attached for most items)

#: These four [4] items are not necessary or under review by our staff and/or FQC. Please note:

1b: This is not necessary. Any repairs and painting will be provided.

12: There are only concrete/metal barriers in that area. They are adequate for parking management

9: We are assessing the windows and their needs; We will repair accordingly

5: This unit is in good working order and is needed for the office area.

**Lemont-Bromberek School District 113A**  
**Office of the Superintendent**

June 20, 2003

**Bromberek "Punch List" Detail & Clarifications**

- 1a. Roof Repairs: Remove and replace the entire affected area noted as over the offices and the east wing.
- 1d. Roof drains will be cleaned and painted.
- 1c. The Panel will be reinstalled with the roof work.
3. All facial and soffets will be repaired and faced in painted aluminum, no maintenance facing.
4. The seams joining the various building sections will be appropriately caulked.
- 19a. Any asbestos in the lower boiler room [pipe insulation and/or floor tile] will be abated – including air quality sampling.
10. Various areas of the building will be tuck pointed as necessary.
14. Will be replaced as required.
13. The entire drive and front parking area will be ground down, shaped and graded to the drains, and topped with a "cloth binder" and a 1.5 inch surface of new black top.
15. The walls were inspected by Larson Engineering and certified to be structurally Sound. A letter to that effect will be forthcoming.
- 1b. The roof drains will not be replaced. They will be cleaned, surfaced with tar or painted as appropriate.
12. We did not find railroad ties in the west lot. If they are there and unsuitable, they will be removed. There are concrete and metal tire stops in the lot and they will remain as is.
7. All exterior doors and the mobile classroom door will be repaired as necessary.
8. The abandoned pipe will be capped.
9. We are assessing the glazing/caulk on the various windows & they will be repaired as needed.

**Punch List Detail, Page 2.**

2. This drain will be extended.
17. This ceiling area will be repaired.
21. The fans are being replaced or rebuilt as necessary.
20. The rail will be securely reattached.
16. This area is currently being assessed to determine the cause of this leak. A Plan for correction will be determined in the next 30 days.
- 19b. This cover will be replaced.
5. The air conditioner should remain in place for use in the school office. It is currently in good operating condition.
11. This split rail fence will be removed from the property line [S] with the forest Preserve. It was decorative and will not be replaced.
18. The electrical junction box will receive an appropriate cover.
6. One panel has been removed/opened for inspection. The warped T-111 panel Will be replaced. There was no damage or weather related structural problem Between these decorative panels and the building.

All work will be performed in a workman like manner to the standards of the Frederick Quinn Corporation and the District. It is our intent to complete this work prior to September 1, 2003, weather permitting. The work will avoid conflicts with the opening of school or with school in session after September 2, 2003.

Scott Slager, District 113A Maintenance Director, and Adam Slotkus, FQC Project Manager, will be the direct supervisors for the work. Direct communications may be routed the Superintendent Tom Cusack regarding this work through either supervisor.

Please note that all construction work required a clear work area. School items in or near the work zones may need to be moved and my become soiled in the normal construction process. Cleaning, after basic workman-like clean up is the responsibility of the School staff.

A final walk through of the completed work will be scheduled with the superintendent, the project supervisors representing District 113A and Archdiocese/school staff as determined by the lessees.



# St. Alphonsus / St. Patrick

## CATHOLIC GRADE SCHOOL

### Bromberek School Punchlist:

#### Exterior

- ① • Repair/replace<sup>(A)</sup> roof sections over offices and south wing. Repair cracked roof flashing, and loose roof drains. Replace 2" roof drains over old section. Resolve water pooling problem over offices. Rehang roof panel above second doors from SE corner. Clean roof drains. Paint rusted roof pipes.
- ② • Extend roof drain along north wall (Water is running under slab. Any damage to slab?)
- ③ • Paint/repair/replace exterior trim, soffets (inc. dry-rotted wood on E), facia, siding, rusted roof vents, soffet panels on NE corner
- ④ • Reseal seams where building additions join (CAULK)
- ⑤ • Remove/replace AC units in offices if needed
- ⑥ • Repair/replace damaged wall panels on W wall near playground.
- ⑦ • Adjust all exterior doors; repair locking hardware/seals/moldings
- ⑧ • Cap or remove abandoned pipe on E wall near gas meter
- ⑨ • Caulk/reglaze windows as needed
- ⑩ • Tuckpoint N wall by library
- ⑪ • Repair: damage to fence/mobile classroom door
- ⑫ • Replace railroad tie borders in W parking lot
- ⑬ • Patch asphalt

#### Interior

- ⑭ • Replace classroom door sidelights w/ safety glass
- ⑮ • Check integrity of gym walls (stress fractures)
- ⑯ • Water damage in lower storage room and teachers lounge. Determine source. Enact remediation plan.
- ⑰ • Repair damaged ceiling from roof leak in E classroom
- ⑱ • Cover open electrical junction box in stairwell to old locker room
- ⑲ • <sup>(A)</sup> Remove asbestos pipe wrap in old boiler room
- ⑲ • Boiler room #3: Remove asbestos floor tile; replace with suitable substitute; <sup>(B)</sup> replace sump pump covering
- ⑳ • Reattach handrail to old locker room
- ㉑ • Repair noisy fans in hallway.
- ① • <sup>(E)</sup> Repair cafeteria leak.