

# *Village of Lemont*

## **Mayor**

John Egofske

## **Village Clerk**

Charlene Smollen

## **Administrator**

George J. Schafer



## **Trustees**

Debby Blatzer  
Ryan Kwasneski  
Ken McClafferty  
Dave Maher  
Rick Sniegowski  
Ronald Stapleton

## **VILLAGE BOARD MEETING**

January 28, 2019 – 6:30 PM

Village Hall – Village Board Room

418 Main Street, Lemont, IL 60439

### **AGENDA**

I. Pledge of Allegiance

II. Roll Call

III. Consent Agenda

A. Approval of Minutes

1. December 17, 2018 Special Village Board Meeting Minutes
2. December 17, 2018 Village Board COW Meeting Minutes
3. January 8, 2019 Village Board Meeting Minutes
4. January 8, 2019 Village Board COW Meeting Minutes
5. January 14, 2019 Village Board COW Meeting Minutes

B. Approval of Disbursements

C. An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class A-4 Liquor Licenses)

IV. Mayor's Report

A. Audience Participation

V. Clerk's Report

A. Ordinance

1. An Ordinance Amending the Zoning map of the Village of Lemont from R-2 Single-Family Detached Residential to INT Institutional District at 10915 Lemont Road in Lemont, IL (Hindu Temple)
2. An Ordinance Amending Title 17 of the Lemont Municipal Code, The Lemont Unified Development Ordinance (UDO) of 2008

B. Resolution

1. A Resolution Accepting Public Improvements and Releasing the Letter of Credit for the Briarcliffe Townhomes Subdivisions (Briarcliffe Estates)
2. A Resolution Authorizing Entering into a Labor Agreement
3. A Resolution Approving a Management Agreement with Cell at Auction
4. A Resolution for Work Performed on State Highways Pursuant to Illinois Department of Transportation Rules and Regulations

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

**Minutes**  
**SPECIAL VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street, Lemont, IL 60439**  
**December 17, 2018**  
**6:00 p.m.**

A special meeting of the Lemont Village Board was held on Monday, December 17, 2018, at 6:00 p.m., with Mayor John Egofske presiding.

ROLL CALL: Blatzer, Kwasneski, Maher, McClafferty, Sniegowski and Stapleton; present.

**III. EXECUTIVE SESSION for Discussion Under Chapter 5 ILCS 120 of the Open Meetings Act**

- A. Pending Litigation 2(c)11
- B. Collective Bargaining 2(c)2

Motion by Sniegowski, seconded by McClafferty, to move into Executive Session. Roll call: Blatzer, Kwasneski, Maher, McClafferty, Sniegowski and Stapleton; VV 6 ayes. Motion passed.

Motion by Blatzer, seconded by Stapleton to move into regular session. VV 6 ayes. Motion Passed.

**IV. ACTION ON CLOSED SESSION ITEMS**

- A. Consideration of a Proposal Settlement Agreement – StudioGC Inc., et al. v Village of Lemont. Motion for approval authorizing entering into a settlement agreement for StudioGC, Inc. d/b/a StudioGC architecture v. Village of Lemont, Case No. 15-L-065065 (Cook County), made by Sniegowski, seconded by Maher. Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

**VI. MOTION TO ADJOURN**

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 7:10 p.m. VV 6 ayes. Motion passed.

**SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** is hereby entered into as of the 14<sup>th</sup> day of January 2019, by and between StudioGC, Inc. d/b/a StudioGC architecture+BIM ("PLAINTIFF") and Village of Lemont ("VILLAGE" or "DEFENDANT"); collectively referred to as the "PARTIES."

**RECITALS**

**WHEREAS**, PLAINTIFF has alleged that it sustained damages as a result of the alleged conduct of DEFENDANT, or certain official(s) thereof, which is described in the Complaint (and subsequent amendments thereto) in the litigation filed in the Circuit Court of Cook County, Illinois, titled StudioGC, Inc. d/b/a StudioGC architecture v. Village of Lemont, Case No. 15-L-065065, (hereinafter called "Plaintiff's Suit" or "the lawsuit");

**WHEREAS**, the PARTIES desire to enter into this Settlement Agreement and Release to provide, among other things, for a full and final settlement and discharge of all claims, actions, and controversies of PLAINTIFF for damages, which are, could be, or could have been the object of litigation, on the terms and conditions set forth herein;

**WHEREAS**, it is the express intention of the PARTIES that the purpose of this Agreement is to extinguish all of the claims made by PLAINTIFF so that the PLAINTIFF is forever precluded from presenting a claim or seeking damages against DEFENDANT, its agents, employers, employees, assigns, officers, directors or representatives, its insurance carriers, successors, predecessors, parent or affiliated companies, for breach of contract, quasi-contract, quantum meruit or any other claims or damages allegedly incurred by the Plaintiff that in any way arise out of or from the acts and omissions alleged in the lawsuit;

**WHEREAS**, it is understood and agreed that this settlement and release is in full compromise of a disputed claim, and that neither this Settlement Agreement and Release, nor the payment pursuant to this Settlement shall be construed as an admission of liability.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Settlement Agreement and Release, the parties hereby agree as follows:

**1. Recitals Incorporated**

The foregoing Recitals are incorporated into this Agreement and made a part hereof as though fully set forth herein.

**2. PLAINTIFF'S Release**

In consideration of the payment of the sum stated herein, PLAINTIFF does hereby irrevocably and unconditionally release, acquit and forever discharge the Village of Lemont, as well as its past, present, and future officials, employees, agents, affiliates, subsidiaries, divisions, servants, representatives, affiliates, predecessors, successors in interest, assigns, insurers, officers, attorneys or any one of them, separately or jointly, and each member of the Village of Lemont Board of Trustees, (hereinafter collectively called the "Released Parties"), from any and all past, present, or future charges, claims, complaints, demands, obligations, actions, promises, agreements, controversies, suits, losses, debts, damages, costs, expenses (including attorneys' fees and costs actually incurred), benefits, lost income and compensations of any nature, or causes of action whatsoever, known or unknown, expected or unexpected, including without limitation, rights arising out of alleged violations of any state or federal law, which arise from events that have occurred in connection with or related to the allegations contained in the Complaint, including all economic and non-economic damages, whether based in constitutional law, tort law, statute, contract, quasi-contract or other theory of recovery, which PLAINTIFF now has, or which may

hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of, events that have occurred in connection with or related to the allegations contained in the Complaint, including, without limitation, any and all known or unknown claims for monetary and economic damages, or any other damages to PLAINTIFF, or any future claim of Plaintiff's legal representatives, which have resulted or may result from the events that have occurred in connection with or related to the allegations contained in the Complaint of the Released Parties related to the said events. This Release is entered into in settlement of PLAINTIFF's lawsuit based upon PLAINTIFF'S claims for damages allegedly caused by the Released Parties and is negotiated as a full and final release. This Release on the part of PLAINTIFF shall be a fully binding and complete settlement between PLAINTIFF and DEFENDANT, and their respective assigns and successors. PLAINTIFF understands that this Release includes all claims that PLAINTIFF, PLAINTIFF'S heirs, legal representatives and assigns, may have either individually or in a representative capacity against the Released Parties arising out of the events that have occurred in connection with or related to the allegations contained in the Complaint.

**3. Dismissal of Pending Lawsuit With Prejudice**

In consideration of the Settlement Agreement and Release and the payment and obligations herein, it is understood and agreed that the pending lawsuit, StudioGC, Inc. d/b/a StudioGC architecture+BIM v. Village of Lemont, filed in the Circuit Court of Cook County as Case Number 15-L-065065, shall be dismissed with prejudice upon receipt of the agreed upon settlement amount, as stated below, by Plaintiff. It is understood and agreed that this is a full and complete settlement of all controversies, actual or potential, related to the above referenced litigation by and between PLAINTIFF and the DEFENDANT. It is acknowledged that the amount sought by PLAINTIFF for services rendered was \$374,861 and that DEFENDANT has denied and continues to deny and dispute that it owes any amount to PLAINTIFF.

**4. Monetary Payment**

The payment of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) from the Village of Lemont to PLAINTIFF under this Settlement Agreement and Release shall constitute the sole consideration to PLAINTIFF from the DEFENDANT. The amount of \$150,000.00 is inclusive of all attorneys' fees, expenses and costs and shall be payable to Plaintiff within thirty (30) days after Plaintiff's execution of this document.

**5. General Release**

PLAINTIFF hereby acknowledges and agrees the Release set forth in Paragraph two (2) hereof is a general release as to the Released Parties as to the events that have occurred in connection with or related to the allegations contained in the Complaint, and PLAINTIFF further expressly waives and assumes the risk of any and all claims for damages arising out of the events that have occurred in connection with or related to the allegations contained in the Complaint, which exist as of this date but of which PLAINTIFF does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect PLAINTIFF's decision to enter into this Release. PLAINTIFF hereby acknowledges that the consideration received under this Release is intended to and does release and discharge the Released Parties from any and all claims for, or complications or consequences arising from the events that have occurred in connection with or related to the allegations contained in the Complaint, known and unknown.

**6. Fees and Costs of Pending Lawsuit**

The payment by the Village of Lemont to PLAINTIFF of \$150,000.00 shall be inclusive of all costs, expenses and fees as a result of PLAINTIFF's lawsuit, including attorneys' fees and court costs.

7. **Court Approval**

This Agreement is not subject to approval by the court and shall be effective on the date contained herein.

8. **Law Applicable**

This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County.

9. **Non-Admission of Liability**

This Agreement shall not in any way be construed as an admission by the DEFENDANT, the Released Parties, or any of their officials, officers, agents, or employees, that they have acted wrongfully with respect to PLAINTIFF or any other person. The DEFENDANT and the Released Parties specifically disclaim any liability to or wrongful acts against PLAINTIFF or any other person, on the part of themselves, and the DEFENDANT's officers, agents, or employees.

10. **Non-Disparagement**

Neither Party shall, orally or in writing, publicly or privately, post, publish, make or express any comment, view or opinion which is adverse to, brings into disrepute in the eyes of the public, defames, or disparages the other, or authorize any agent or representative to make or express any such comment, view or opinion about the other Party, with respect to the lawsuit. The Parties further agree not to, orally, electronically, or in writing, publicly or privately, post, publish, make or express any comment, view or opinion which criticizes, is adverse to, brings into disrepute in the eyes of the public, defames, derogates or disparages another Party, nor shall any Party authorize any agent, director, employee, officer, or representative to make or express any such comment, view or opinion. The PARTIES agree to keep this document confidential, except as otherwise provided by law, including the Illinois Freedom of Information Act.



**11. Agreement Inadmissible**

This Agreement may not be used as evidence in any subsequent proceeding of any kind, except one in which any of the parties allege a breach of this Agreement.

**12. Entire Agreement and Successors in Interest**

PLAINTIFF acknowledges this Settlement Agreement and Release is the entire agreement and encompasses all terms and agreements negotiated by it in settlement of any and all claims relating to the events that have occurred in connection with or related to the allegations contained in the Complaint and that there is no other writing whatsoever. This Settlement Agreement and Release shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of PLAINTIFF. The parties agree that the terms of the Settlement Agreement and Release are contractual and are not mere recitals.

**13. Reliance By PLAINTIFF**

This Settlement Agreement and Release has been negotiated by PLAINTIFF. PLAINTIFF warrants, represents, and agrees that PLAINTIFF is not relying on the advice of DEFENDANT, DEFENDANT'S counsel, or anyone associated with DEFENDANT as to the legal and income tax consequences of any kind arising out of this Settlement Agreement and Release. No representations have been made by DEFENDANT regarding the taxability of all or any portion of this settlement.

Accordingly, PLAINTIFF hereby releases and forever holds harmless DEFENDANT, the Released Parties, any and all counsel or consultants thereof, for any claim, cause of action, or other rights of any kind which PLAINTIFF may assert because legal, income tax, or other consequences of this Settlement Agreement and Release are other than those anticipated by PLAINTIFF.

**14. Warranty of Capacity to Execute Agreement**

PLAINTIFF represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement

Agreement and Release, except as otherwise set forth herein, that it has the sole right and exclusive authority to execute this Settlement Agreement and Release and receive the sums specified herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release.

**15. Representation of Comprehension of Document**

PLAINTIFF represents PLAINTIFF has at all times been afforded the opportunity to consult with counsel of PLAINTIFF's choice concerning every aspect of this Settlement Agreement and Release. PLAINTIFF has neither sought nor obtained legal advice from DEFENDANT'S counsel concerning any aspect of PLAINTIFF's Suit or this Settlement Agreement and Release. PLAINTIFF represents that PLAINTIFF has completely read and understands all terms of this Settlement Agreement and Release and that it is being executed voluntarily with full knowledge of its significance and consequences.

**16. Future Cooperation**

PLAINTIFF agrees to cooperate fully, to execute any and all supplementary documents, and to take additional actions that may be necessary or appropriate to give full force and effect to the terms of this Settlement Agreement and Release which are not inconsistent with its terms. PLAINTIFF agrees to release and tender to DEFENDANT any and all work product, including all electronic versions thereof, and to further cooperate as to any future questions or work that may result from the work product tendered. Notwithstanding the provisions of this paragraph, the PLAINTIFF may use all, or portions, of the plan and design for any future clients.

**17. Severability**

The provisions of this Agreement are severable and if any of its provisions are found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

**18. Effect of Signature**

By signing this Settlement Agreement and Release, PLAINTIFF affirms that it has read and fully understands this Agreement and its provisions, in consultation with its attorney, and fully intends to be bound by the terms of this Agreement.

**19. Execution in Counterparts**

This Agreement may be executed in counterpart and a photocopy shall have the same force and effect as the original.

**20. Effectiveness**

This Settlement Agreement and Release shall become effective upon execution by PLAINTIFF on the attached, notarized signature page.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have agreed to the above terms and have authorized signature as set forth below.

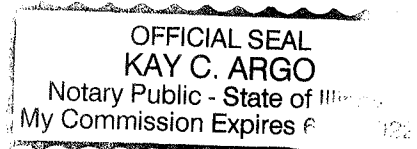
**VILLAGE OF LEMONT (DEFENDANT)**

  
By: \_\_\_\_\_

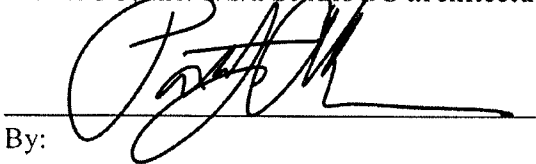
Village Manager

Subscribed and sworn to by Kay Argo, before me this  
14<sup>th</sup> day of January, 2019.

Kay Argo  
Notary Public



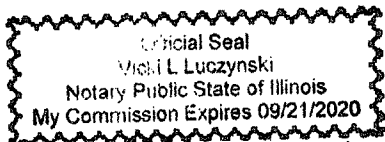
**StudioGC, Inc. d/b/a StudioGC architecture+BIM (PLAINTIFF)**

  
By: \_\_\_\_\_

PRINCIPAL / OWNER  
Job Title

Subscribed and sworn to by PATRICK J CALLAHAN, before me this  
14<sup>th</sup> day of January, 2019.

Vicki Luczynski  
Notary Public



VILLAGE BOARD  
Committee of the Whole Meeting  
December 17, 2018  
Lemont Village Hall – Village Board Room  
418 Main St., Lemont, IL 60439

**I. Call to Order**

Mayor Egofske called the Committee of the Whole Meeting, which followed the Village Board Special Meeting, to order at 7:15 p.m.

**II. Roll Call**

Present were Trustees, Blatzer, Kwasneski Maher, McClafferty, Stapleton and Stapleton. Also present were George Schafer, Jason Berry, Marc Maton, Linda Molitor, Ralph Pukula and Christina Smith.

**III. Discussion Items**

**A. Downtown Lemont Collaboration Framework Report**

Jason Berry, Community Development Director, presented the Board with the results from the Business Districts Inc. (BDI) study. The study was initially conducted as part of the Village's Strategic Plan to include developing a downtown retail stability strategy and establishing a downtown tourism program. The study reiterated the importance of the public/private partnerships between the Village, Chamber and newly formed Downtown Merchants Alliance (DMA), and an analysis of each one's roles and responsibility. The BMI study, Downtown Lemont: Framework for the Future – Capitalizing on Downtown's Opportunities was included in the agenda packet.

Discussion took place on how to get involvement of the downtown businesses to join the Downtown Business Alliance as members. There are currently just over 30 members and there are over 90 businesses in the downtown. The Village Attorney will let us know what options that are available to us to grow the group.

Glenn Pasiewicz, Lemont Chamber of Commerce Director, informed the Village Board of the upcoming merge with Homer Glen and becoming the Heritage Corridor Chamber Alliance. The Chamber's office is currently housed inside the Village Hall building, and with this merge, they have the need to expand and would like to move into the old police department building. They previously looked at the little red schoolhouse and it needs a lot of repair/remodeling and they also looked at bank areas and other spaces, but felt the old PD space fits their needs.

They have received quotes on new paint and flooring, and are getting quotes for a new HVC unit, as there are heating and cooling issues and the unit is old. Regardless, if the Chamber moves in the front area, the Village will need to address the HVC issued. The Chamber will pay for the cosmetics and the Village could give an in kind amount for the Chamber to be there. Glenn said they picture it to be a combination of a chamber/tourism, community center. The Village would get their conference room back as well since we lost the front one. The Mayor noted that, as long as they know that if we ever need that building area, the Chamber is okay with moving out, and the Chamber understood and is in agreement. The Chamber working for the village will end the fiscal year and they are looking at moving into the space February 1. The details of rent and liability insurance will need to be worked out.

An update was provided on the wayfinding parking signs. They have been placed in the designated areas.

**B. Clear Channel Rt. 83 & Main Street Billboard Utilization**

The current billboard lease on Rt. 83 & Main Street that is on Village owned property expires in January 2019. At the July 16, 2018 Committee of the Whole Meeting, the potential to utilize the billboard for Village marketing purposes arose. Thereafter, Village staff discussed marketing options with Clear Channel Billboard.

At tonight's meeting, representatives from Clear Channel Billboard presented options to the Board if the lease were extended on the existing billboard on Rt. 83 & Main Street. Aside from removal of the billboard, the options included leasing and advertising on a different billboard on I-55. The years of the agreement would determine the amount of the lease and the amount of advertisement should the billboard remain on the property. Trustee Stapleton was against keeping the billboard on the property, and the rest of the board was in agreement with moving forward with extending the lease for marketing purposes depending on if an agreement can be met on the terms of the contract.

**C. Johnson Controls LED**

Erin Arslanagic of Johnson Control presented an analysis of the Village's streetlight utility and maintenance cost and why upgrading street lights to LED makes financial sense. Mr. Arslanagic said that the LED lights improve the overall appearance and environment. Johnson Control was selected by the State of Illinois as their primary vendor, and a bid would not be necessary. If selected, they would identify the types of lights and quantities, metered vs non-metered, county and state road ownerships and pole ownership. Distribution of light is identified.

Recommendation from Johnson Control is if we gave them a letter of intent, they could do engineering working with us of what the cost would be. If we went with them, the engineering cost could be included in the cost. If we did not go with them, we would owe them for the engineering work done. They will go to all 966 light poles to figure out what we would save. If we have good pricing already, it is going to take us more years to get our money back. The Board will need to further discuss the item due to the cost.

**D. FY19 and FY20 Finance Presentation**

Chris Smith, Finance Director, presented an update on year-to-date revenues and expenditures for all funds, the tax levy, pension fund and revenue/expenditure forecasting. There is a decrease in our two major revenue streams. For FY20, departments have submitted capital equipment requests and capital projects and an updates was presented on the anticipated costs.

**E. Referendum Options Discussion**

With the failing of the Home Rule referendum and the beginning of the Fiscal Year 2019-20 budget, there is again a financial shortfall and therefore a limit on capital improvements. In order for us to place a question on the April 2, 2019, Consolidated General Election, the Board would have to approve a resolution authorizing any question by January 14, 2019. Options for raising revenue were discussed. The Village is scheduling a special Village Board Meeting on January 8, 2019, for presentation of the resolution that will be up for approval.

**IV. Unfinished Business** – None

**V. New Business** – None

**VI. Audience Participation** – Jerry Johnson commented on some referendum options and asked a question about the billboard.

**VII.** The Committee of the Whole Meeting adjourned at 10:11p.m.

VILLAGE BOARD  
Committee of the Whole Meeting  
January 8, 2019  
Lemont Village Hall – Village Board Room  
418 Main St., Lemont, IL 60439

**I. Call to Order**

Mayor Egofske called the COW Meeting, which followed Village Board Special Meeting, to order at 6:30 p.m.

**II. Roll Call**

Present were Trustees, Maher, McClafferty, Stapleton and Stapleton. Also present were George Schafer, Jason Berry, Marc Maton, Christina Smith and Linda Molitor.

**III. Discussion Items**

**A. Discussion of Proposed Referendum Questions for the April 2nd Consolidated Election**

With the utilization of home rule authority no longer a current option, the Village once again being challenged to raise revenues needed to fund its capital needs and once again be over a million dollars in the hole in attempting to approve a new upcoming budget. As a result, the Board has authorized the questions to be put on the ballot for the April 2<sup>nd</sup> election. For the referendum, there will be three referendum questions recently approved by the Village Board, all related to the funding for infrastructure here in the Village. The first two questions are only advisory and the third is the binding question that would give authority to the Village to impose a 1% non-home rule sales tax to fund these needs. Home Rule was one option to address some of these issues, and the board has taken the step to present another option which also attempts to shift the burden to non-Village residents. If this referendum fails, the board will have to look at alternative options including increasing user and other fees for Village resident, or further cuts in infrastructure spending and other areas.

**IV. Unfinished Business – None**

**V. New Business – None**

**VI. Audience Participation – None**

**VII. The Committee of the Whole Meeting adjourned at 7:15 p.m.**



1st Referendum Question

**A RESOLUTION OF THE VILLAGE OF LEMONT AUTHORIZING THE SUBMISSION OF AN ADVISORY PUBLIC POLICY QUESTION AT THE APRIL 2, 2019 GENERAL ELECTION, “SHALL THE VILLAGE OF LEMONT, IN COUNTIES OF COOK, WILL AND DUPAGE, DEDICATE RESOURCES TO INVESTMENT IN ITS PUBLIC INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO INVESTMENT IN ITS ROADS, ALLEYS, PATHS AND SIDEWALKS.”**

2<sup>nd</sup> Question

**A RESOLUTION OF THE VILLAGE OF LEMONT AUTHORIZING THE SUBMISSION OF AN ADVISORY PUBLIC POLICY QUESTION AT THE APRIL 2, 2019 GENERAL ELECTION, “SHALL THE VILLAGE OF LEMONT, IN COUNTIES OF COOK, WILL AND DUPAGE, DEDICATE RESOURCES TO INVESTMENT IN ITS PUBLIC INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO INVESTMENT IN ITS WATER AND SEWER SYSTEMS.”**

3<sup>rd</sup> Question

**A RESOLUTION OF THE VILLAGE OF LEMONT PROVIDING FOR AND REQUIRING THE SUBMISSION OF A BINDING PUBLIC QUESTION CONCERNING THE IMPOSITION OF A 1% NON-HOME RULE SALES TAX AT THE APRIL 2, 2019 CONSOLIDATED ELECTION**

VILLAGE BOARD  
Committee of the Whole Meeting  
January 14, 2019  
Lemont Village Hall – Village Board Room  
418 Main St., Lemont, IL 60439

**I. Call to Order**

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

**II. Roll Call**

Present were Trustees, Blatzer, Kwasneski, Maher, McClafferty, Stapleton and Sniegowski. Also present were George Schafer, Christina Smith, Jason Berry, Mark Herman, Ralph Pukula and Marc Maton.

**III. Discussion Items**

**A. Hindu Temple Rezoning (10915 Lemont Road)**

Community Development Manager, Mark Herman, stated Hindu Temple of Greater Chicago located at 10915 Lemont Road, is requesting rezoning from R-2 Detached Single-Family Residential to INT Institutional District. The applicant, Tilak Marwaha, president of the Temple Board has stated the Temple has grown in size and they wish to possibly pursue other uses on the property that would fall more into the Institutional Zoning District. At this time, there is nothing more than the rezoning proposed to the Village and The Temple does not have any plans or proposals currently submitted to the Village with the rezoning. The Board has no issue with this item and it will be up for approval at a future board meeting.

**B. Equestrian Meadows II Final PUD**

Community Development Manager, Mark Herman, stated James Marth of Equestrian Meadows LLC submitted an application for a final PUD/Plat approval for Phase II of the development finalizing the remaining 12 single-family lots. On 2016, the Village approved the Final PUD/Plat for Equestrian Meadows Phase I of the development that included 22 of the single family lots located at 12150 Bell Road. Mayor Egofske inquired if any significant changes happening on Phase II, Mark replied there is not. The Board had no further questions, this item will be up for approval on next Board meeting.

**C. UDO Amendments**

Community Development Manager, Mark Herman, stated the Village of Lemont was notified by IDNR that some changes must be made to the UDO in regards to flood plan regulation. The Village's regulation currently only reference Cook County and not Will or DuPage and also new floodplain maps will be adopted by Will in Feb 2019. These floodplain maps and the other County adopted floodplain maps must be referenced in the UDO. The Board had no issue with this item and it will be up for approval on next Board meeting.

**D. The Forge at Lemont Quarries Project Update**

Jeremy Bacon from the LTAP group presented the project for The Forge at Lemont Quarries. Due to budget, infrastructure cost and railroad crossing roadway restrains the LTAP plans to do the project in two phases. Phase I plan on being completed and open to public by summer 2020. The competition of phase I would allow the visitors to varies

activities such as biking, canoeing, running courses, obstacle courses that includes climbing etc. There would also be kid's zone, mountain biking trails and series of new trails on both side of the quarries. LTAP would be working with Township and Village Hall to build additional parking. Phase II will include indoor bouldering, rocks climbing, food – beverage and a 2<sup>nd</sup> entrance to the Quarry. The entire 300 acre of the quarry will be open to public. There is not any investment required from the Village for this project. The Forge representatives will present this update to next HORC meeting in late January.

#### **E. 5-year Capital Budget Discussion**

Finance Director, Chris Smith represented a Fiscal Year 2020-2024 Capital improvement Plan. With the Home Rule referendum failing in last November, the Board has decided to have another referendum for 1% sales tax increase that would go towards road improvement and infrastructure. Few of the projects Chris went over with the Board are that is part of the plan are ; Annual Water Main Replacement Program, Annual Water Main Replacement Program, MWRDGC Infiltration & Inflow Control Program (IICP), Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP), Annual Sanitary Sewer Cleaning & Television, Ruffled Feathers Overflow Route Improvement, Archer Avenue Water Main Extension, Fifth Street Water Main Extension, Underground Utilities, Main Street Public Parking, Ceco/ Tri Central Road Improvement, Annual MFT Resurfacing Program and Pavement Marking Program, 2019 Hazardous Sidewalk Replacement, Holmes Street Corridor Sidewalk Installation, Stephen Street Bicycle & Pedestrian Bridge, McCarthy Road Bike Path lanes & Resurfacing: Illinois St. to Walker Rd., IL Route 83 & Main street Pathways by IDOT, Stephen Street Resurfacing: Illinois Street to River Street, East Side Division Street & State Street Retaining Wall Replacement, Parking Lot Seal Coating, Village Hall Remodel, Meadowlark Subdivision Infrastructure Completion, METRA Lot Landscape Update.

- IV. Unfinished Business – None**
- V. New Business – None**
- VI. Audience Participation – None**
- VII. Executive Session – None**
- VIII. The Committee of the Whole Meeting adjourned at 8:55p.m.**

# Payment Register

From Payment Date: 1/15/2019 - To Payment Date: 1/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
18716	01/15/2019	Voided	Over 60 Days	01/16/2019	Accounts Payable	Zarzycki, Jon M and Jennifer	\$3,000.00		
	Invoice		Date	Description		Amount			
	R-58-17		04/17/2018	temporary easement - R-58-17		\$3,000.00			
18717	01/16/2019	Reconciled		01/23/2019	Accounts Payable	Studio GC Inc	\$150,000.00	\$150,000.00	\$0.00
	Invoice		Date	Description		Amount			
	15-L-065065		01/15/2019	Settlement		\$150,000.00			
18718	01/28/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$950.00		
	Invoice		Date	Description		Amount			
	19-01-01 5002		01/01/2019	Series 2012B bond fees #5002		\$475.00			
	19-01-01 4003		01/01/2019	Series 2012A bond fees #4003		\$475.00			
18719	01/28/2019	Open			Accounts Payable	ASCAP	\$357.00		
	Invoice		Date	Description		Amount			
	2019		01/01/2019	500579457 - annual fee - special event music		\$357.00			
18720	01/28/2019	Open			Accounts Payable	Associated Technical Services Ltd.	\$666.50		
	Invoice		Date	Description		Amount			
	30915		12/31/2018	utility locate		\$666.50			
18721	01/28/2019	Open			Accounts Payable	AT&T	\$1,592.91		
	Invoice		Date	Description		Amount			
	63024304480119		01/13/2019	630 243-0448 146 1 chestnut crossing l/s		\$206.22			
	63024304590119		01/13/2019	630 243-0459 681 3 oak tree l/s		\$221.20			
	63024373750119		01/13/2019	630 243-7375 749 4 art & culture commission		\$236.38			
	63024317390119		01/13/2019	630 243-1739 155 8 well #6		\$259.58			
	63024312300119		01/13/2019	630 243-1230 805 2 eagle ridge l/s		\$217.23			
	63024314680119		01/13/2019	630 243-1468 926 9 parking garage		\$338.96			
	63024316094039		01/13/2019	630 243-1609 403 9 kohls-target l/s		\$113.34			
18722	01/28/2019	Open			Accounts Payable	AT&T	\$150.98		
	Invoice		Date	Description		Amount			
	19-01-9005		01/02/2019	126379005 - metra station internet		\$80.49			
	18-12-1261		12/31/2018	142021261 - Village Hall internet		\$70.49			
18723	01/28/2019	Open			Accounts Payable	Beechen & Dill Homes Inc	\$6,351.00		
	Invoice		Date	Description		Amount			
	2017-00001221		01/16/2019	refund clean up deposit - 13444 Adeline Ct		\$1,000.00			
	2017-00001221(L)		01/16/2019	refund landscape bond - 13444 Adeline Ct		\$5,000.00			
	2018-00000825		01/15/2019	refund balance of permit - 13401 Adeline		\$351.00			
18724	01/28/2019	Open			Accounts Payable	Bruce, Susan, M.	\$33.92		
	Invoice		Date	Description		Amount			
	18-11-27		11/27/2018	reimbursement - 11/27/18 Oriental Trading		\$33.92			
18725	01/28/2019	Open			Accounts Payable	Burns Plumbing	\$1,020.00		
	Invoice		Date	Description		Amount			
	13179		01/15/2019	pw repairs		\$1,020.00			
18726	01/28/2019	Open			Accounts Payable	Cintas Corporation	\$91.59		
	Invoice		Date	Description		Amount			
	5012590389		01/09/2019	0010444222 - first aid supplies		\$91.59			

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18727	01/28/2019	Open			Accounts Payable	Cintas Corporation	\$88.98		
	Invoice		Date	Description		Amount			
	23K171109		01/10/2019	Village Hall carpet mats		\$88.98			
18728	01/28/2019	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	FEB 2019		01/07/2019	security camera maintenance		\$2,430.00			
18729	01/28/2019	Open			Accounts Payable	ComEd	\$829.46		
	Invoice		Date	Description		Amount			
	19-01-3016		01/04/2019	9338003016 - street lights - houston 1N schultz		\$24.37			
	19-01-7033		01/04/2019	2213017033 - Main St lift station - bell rd, main st		\$159.68			
	19-01-2063		01/04/2019	1443022063 - street lights - KA Steel path		\$29.04			
	19-01-0155		01/04/2019	1515080155 - street lights - 451 Talcott		\$15.85			
	19-01-3015		01/04/2019	0432203015 - street lights - 44 Stephen St		\$94.15			
	19-01-9011		01/02/2019	6534089011 - street lights - 411 Singer Ave Rear		\$430.31			
	19-01-4009		01/04/2019	0348764009 - street lights - 47 Stevens St		\$76.06			
18730	01/28/2019	Open			Accounts Payable	Cook County Treasurer	\$708.00		
	Invoice		Date	Description		Amount			
	2018-4		01/18/2019	18GM traffic signal maintenance		\$708.00			
18731	01/28/2019	Open			Accounts Payable	Dynegy Energy Services LLC	\$29,177.01		
	Invoice		Date	Description		Amount			
	9085318121		12/31/2018	GMCVLG1001		\$20,325.62			
	153917618121		12/31/2018	GMCVLG1004		\$8,851.39			
18732	01/28/2019	Open			Accounts Payable	Flying House Media LLC	\$2,250.00		
	Invoice		Date	Description		Amount			
	1129		12/20/2018	Welcome Video		\$2,250.00			
18733	01/28/2019	Open			Accounts Payable	Goldy Locks, Inc.	\$695.00		
	Invoice		Date	Description		Amount			
	666089		01/14/2019	VH locks		\$560.00			
	665783		01/04/2019	Metra door repair		\$135.00			
18734	01/28/2019	Open			Accounts Payable	Greater Will County Emergency Services Mutual Aid	\$100.00		
	Invoice		Date	Description		Amount			
	2019-04		01/01/2019	2019 dues		\$100.00			
18735	01/28/2019	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,145.82		
	Invoice		Date	Description		Amount			
	2018396		01/10/2019	I.T. Support		\$1,145.82			
18736	01/28/2019	Open			Accounts Payable	Halper, Peggy	\$400.00		
	Invoice		Date	Description		Amount			
	0106		01/02/2019	12/19/18 PZC meeting minutes		\$400.00			
18737	01/28/2019	Open			Accounts Payable	Heritage Corridor Convention and Visitors Bureau	\$4,050.00		
	Invoice		Date	Description		Amount			
	6755		12/31/2018	social media posts Jul to Dec		\$4,050.00			

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18738	01/28/2019	Open			Accounts Payable	Illinois Law Enforcement Admin Professionals	\$40.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2019		01/15/2019		membership application - J Radomski		\$40.00		
18739	01/28/2019	Open			Accounts Payable	Illinois Law Enforcement Alarm System	\$30.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2033		01/15/2019		2019 conference registration - J Lauricella		\$30.00		
18740	01/28/2019	Open			Accounts Payable	Illinois State Toll Highway Authority	\$306.80		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	G129000001235		01/09/2019		tolls #183045332 10/1-12/31		\$306.80		
18741	01/28/2019	Open			Accounts Payable	Industrial Organizational Solutions Inc	\$6,085.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	C43321A		09/17/2018		Sergeant Exam		\$6,085.00		
18742	01/28/2019	Open			Accounts Payable	Kathleen Field Orr & Associates	\$605.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	15817		01/06/2019		Dec 2018 legal		\$605.00		
18743	01/28/2019	Open			Accounts Payable	Lemont Ace Hardware	\$6.29		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	01/01/19		01/01/2019		3542 - 12/18/18 battery purchase		\$6.29		
18744	01/28/2019	Open			Accounts Payable	Lemont Express Car Wash, LLC	\$240.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-12-31 LEMA		12/31/2018		Oct-Dec 2018 vehicle washes-LEMA		\$45.00		
	18-12-31		12/31/2018		Oct-Dec 2018 vehicle washes-P.D.		\$195.00		
18745	01/28/2019	Open			Accounts Payable	Look Nu, LLC	\$8.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	358		01/02/2019		PD car washes December		\$8.00		
18746	01/28/2019	Open			Accounts Payable	M/I Homes of Chicago	\$12,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2017-00000709		01/17/2019		refund clean up deposit - 13701 Amelia Dr		\$1,000.00		
	2017-00000709(L)		01/17/2019		refund Landscape bond - 13701 Amelia Dr		\$5,000.00		
	2017-00000230		01/15/2019		refund clean up deposit - 26 Anne Cir		\$1,000.00		
	2017-00000230(L)		01/15/2019		refund landscape bond - 26 Anne Cir		\$5,000.00		
18747	01/28/2019	Open			Accounts Payable	Mailfinance	\$1,380.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	N7510920		01/18/2019		PW postage meter		\$1,380.00		
18748	01/28/2019	Open			Accounts Payable	Menards	\$225.78		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	43316		01/09/2019		post hole digger		\$29.98		
	43421		01/11/2019		bldg supplies		\$22.57		
	43220		01/07/2019		maint supplies		\$19.96		
	43271		01/08/2019		maint supplies		\$23.52		
	43073		01/04/2019		bldg supplies		\$129.75		
18749	01/28/2019	Open			Accounts Payable	Metropolitan Industries Inc	\$45.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV001622		12/15/2018		data connection fee		\$45.00		

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18750	01/28/2019	Open			Accounts Payable	Morris Engineering, Inc.	\$1,700.00		
	Invoice		Date	Description		Amount			
	19-07168		01/15/2019	Dec 2018 reviews and inspections		\$1,700.00			
18751	01/28/2019	Open			Accounts Payable	NiCor Gas	\$767.24		
	Invoice		Date	Description		Amount			
	19/01-0043 0		01/09/2019	69-22-85-0043 0 ruffled fthrs l/s		\$101.36			
	19/01-1000 5		01/09/2019	84-38-99-1000 5 chestnut crossing l/s		\$29.67			
	19/01-20008		01/09/2019	85-71-20-20008 keepataw trails l/s		\$36.09			
	19/01-8700 1		01/09/2019	93-56-54-8700 1 smith farms l/s		\$28.01			
	19/01-9378 5		01/03/2019	25-59-90-9378 5 well #6		\$167.37			
	19/01-9589 2		01/07/2019	37-62-87-9589 2 target-kohls l/s		\$28.62			
	19/01-2000 4		01/04/2019	04-46-52-2000 4 well #4		\$108.45			
	19/01-2382 4		01/04/2019	88-84-93-2382 4 glens of connemara l/s		\$33.22			
	19/01-2000 8		01/07/2019	37-54-52-2000 8 well #3		\$147.58			
	19/01-2000 6		01/03/2019	69-98-10-2000 6 oak tree ln l/s		\$29.13			
	19/01-2000 8 (2)		01/04/2019	74-12-00-2000 8 harpers grove l/s		\$28.61			
	19/01-4722 3		01/04/2019	91-25-56-4722 3 eagle ridge l/s		\$29.13			
18752	01/28/2019	Open			Accounts Payable	Novotny Engineering	\$33,952.34		
	Invoice		Date	Description		Amount			
	18475-1		01/07/2019	MWRDGC annual report		\$246.00			
	18468-1		01/07/2019	5th St water main easement plats		\$1,200.50			
	17185-14		01/07/2019	Derby Pines		\$760.00			
	12387-36		01/07/2019	Kettering Phase 2		\$304.00			
	05413-13		01/07/2019	Woodglen Phase 2		\$1,076.00			
	18235-4		01/07/2019	127th at Rolling Meadows RRFB		\$164.00			
	15135-23		01/07/2019	Seven Oaks Townhomes		\$456.00			
	18473-1		01/07/2019	Cog Hill sanitary sewer		\$492.00			
	02115-83		01/07/2019	NPDES flow monitoring		\$1,510.59			
	16457-10		01/07/2019	2017 Water Main Replacement State St Wend to Freehauf		\$600.00			
	16482-3		01/07/2019	J Avenue Trucking water service		\$164.00			
	17238-12		01/07/2019	Safety Village Green Infrastructure		\$494.00			
	17281-6		01/07/2019	Chestnut Crossing l/s generator		\$1,298.00			
	17416-10		01/07/2019	Ruffled Feathers drainage		\$392.00			
	18007-6		01/07/2019	2018 Atlas revisions		\$2,400.00			
	18232-5		01/07/2019	Freehauf & Keepataw sediment removal		\$1,596.00			
	18260-3		01/07/2019	MS4 permit IGA with DuPage		\$246.00			
	18284-3		01/07/2019	IICP		\$234.00			
	18370-1		01/07/2019	IICP		\$164.00			
	18373-2		01/07/2019	Stephen St resurfacing		\$1,515.00			
	18418-2		01/07/2019	FY20 Capital Improvement Plan		\$2,495.00			
	18428-1		01/07/2019	Olin Corp water service		\$2,412.25			
	18434-1		01/07/2019	Archer Avenue water service		\$656.00			
	12116-14		01/07/2019	Briarcliffe Townhouse punchlist		\$456.00			
	14470-14		01/07/2019	Donegal PUD - services Nov 1-Dec 31		\$410.00			
	16187-13		01/07/2019	Services Nov 1-Dec 31 Timberline Knolls West Site		\$1,368.00			
	16318-2		01/07/2019	Services Nov 1-Dec 31 510 E. Illinois St		\$948.00			
	16332-6		01/07/2019	Services Nov 8-Dec 31 Ozinga		\$328.00			
	16344-11		01/07/2019	Services Nov 1-Dec 31 Hartz		\$138.00			

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	17260-11		01/07/2019		Services Nov 1-Dec 31 Vic's Trucking		\$847.00		
	17273-10		01/07/2019		Services Nov 1-Dec 31 St. Cyril's Rectory		\$456.00		
	18025-8		01/07/2019		Services Nov 1-Dec 31 Willow Pointe		\$2,234.00		
	18131-5		01/07/2019		Services Dec 19-Dec 31 TOD Downtown TIF		\$82.00		
	18136-8		01/07/2019		Services Nov 1-Dec 31 Lemont IV Trucking		\$1,148.00		
	18192-3		01/07/2019		Services Nov 1-Dec 31 Canal St Apt		\$164.00		
	18291-1		01/07/2019		Services Nov 1-Dec 31 Archer Ave Gas Station		\$1,722.00		
	18343-2		01/07/2019		Services Dec 21-Dec 31 Aggreko Parking Lot		\$152.00		
	18433-1		01/07/2019		Services Nov 9-Dec 31 Equestrian Meadows Phase 2		\$1,804.00		
	18435-1		01/07/2019		Services Nov 9-Dec 31 Notting Hill Subdivision		\$738.00		
	18460-1		01/07/2019		Services Dec 4-Dec 31 1108 McCarthy Rd Easement		\$82.00		
18753	01/28/2019	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$304.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1011238146		01/08/2019		random drug tests		\$304.00		
18754	01/28/2019	Open			Accounts Payable	Office Depot	\$399.81		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	255483019001		01/05/2019		Materials & Supplies-office supplies, postage, publications		\$6.39		
	255482622001		01/07/2019		Materials & Supplies-office supplies, postage, publications		\$20.99		
	249955826001		12/21/2018		general supplies		\$162.95		
	249946630001		12/21/2018		office supplies		\$139.05		
	255483017001		01/07/2019		Materials & Supplies-office supplies, postage, publications		\$98.42		
	256910759001		01/09/2019		credit - orig inv#220576247001		(\$27.99)		
18755	01/28/2019	Open			Accounts Payable	Police Chief's Association of Will County	\$150.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2019		01/01/2019		annual membership renewal - Maton, Mezyk		\$100.00		
	2019-2		01/09/2019		membership application - Dykshorn		\$50.00		
18756	01/28/2019	Open			Accounts Payable	Proven Business Systems, LLC	\$937.41		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	554266		01/04/2019		3250-05 V.H. Canon copier usage		\$277.63		
	553375		01/02/2019		3726-05 P.W. Canon copier usage		\$187.28		
	553997		01/03/2019		3726-06 P.W. Canon copier usage		\$472.50		
18757	01/28/2019	Open			Accounts Payable	Rag's Electric	\$1,773.20		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4827-1812		12/28/2018		18GM street light maintenance		\$1,000.00		
	22043		12/28/2018		light repair		\$773.20		
18758	01/28/2019	Open			Accounts Payable	Rainbow Printing	\$651.95		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	413507		01/08/2019		#10 envelopes		\$651.95		
18759	01/28/2019	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$406.63		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1901572-IN		01/09/2019		alterations - Mezyk		\$43.80		
	1901570-IN		01/09/2019		uniforms - Camardo		\$323.94		



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	1901571-IN		01/09/2019		accessories - Tully		\$38.89		
18760	01/28/2019	Open			Accounts Payable	RCM Data Corporation	\$258.00		
	Invoice		Date		Description		Amount		
	IN69172		12/31/2018		printer maintenance		\$258.00		
18761	01/28/2019	Open			Accounts Payable	Reliable Equipment & Service Co., Inc.	\$5,800.39		
	Invoice		Date		Description		Amount		
	0607225-IN		01/11/2019		SN 06590 Hydraulic 2000 PSI Power Unit		\$5,800.39		
18762	01/28/2019	Open			Accounts Payable	Rzonca, James	\$300.00		
	Invoice		Date		Description		Amount		
	942218		01/16/2019		Metra station drywall repairs		\$300.00		
18763	01/28/2019	Open			Accounts Payable	Schwartz Excavating, Inc.	\$29,837.17		
	Invoice		Date		Description		Amount		
	18232-2F		01/18/2019		Freehauf Keepataw basin sediment removal		\$29,837.17		
18764	01/28/2019	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,500.00		
	Invoice		Date		Description		Amount		
	105412		10/31/2018		Oct 2018 adjudication		\$1,000.00		
	106226		12/31/2018		Dec 2018 adjudication		\$500.00		
18765	01/28/2019	Open			Accounts Payable	South Suburban Association of Chiefs of Police	\$50.00		
	Invoice		Date		Description		Amount		
	2019		01/01/2019		membership renewal dues		\$50.00		
18766	01/28/2019	Open			Accounts Payable	South Suburban Association of Chiefs of Police	\$50.00		
	Invoice		Date		Description		Amount		
	2019-2		01/08/2019		membership application - Mezyk		\$50.00		
18767	01/28/2019	Open			Accounts Payable	South Suburban Major Crimes Task Force	\$1,000.00		
	Invoice		Date		Description		Amount		
	19-01-08		01/08/2019		2019 Assessment		\$1,000.00		
18768	01/28/2019	Open			Accounts Payable	South Suburban Water Works Assn.	\$135.00		
	Invoice		Date		Description		Amount		
	2019		01/01/2019		SSWWA membership		\$135.00		
18769	01/28/2019	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$73.31		
	Invoice		Date		Description		Amount		
	12-1937mr		12/27/2018		11/2/18-12/4/18 plotter usage		\$15.70		
	01-13ma19		01/01/2019		Dec 2018 plotter maintenance		\$50.00		
	01-2066mr		01/17/2019		12/04/18-01/02/19 plotter usage		\$7.61		
18770	01/28/2019	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$5,974.50		
	Invoice		Date		Description		Amount		
	201812		01/01/2019		Dec 2018 reviews and inspections		\$5,974.50		
18771	01/28/2019	Open			Accounts Payable	Tressler, LLP	\$8,105.71		
	Invoice		Date		Description		Amount		
	399579		01/10/2019		Dec 2018 legal		\$6,476.95		
	399580		01/10/2019		Dec 2018 legal		\$1,628.76		

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18772	01/28/2019	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$2,214.00		
	Invoice		Date	Description		Amount			
	033720		01/07/2019	repair parts		\$2,214.00			
18773	01/28/2019	Open			Accounts Payable	Urban Forest Management, Inc.	\$507.50		
	Invoice		Date	Description		Amount			
	181112		01/10/2019	Nov 2018 services - Rolling Meadows		\$326.25			
	181211		01/10/2019	Dec 2018 services - Lemont LV		\$72.50			
	181212		01/10/2019	review and report Archer Ave gas station		\$108.75			
18774	01/28/2019	Open			Accounts Payable	Verizon Wireless	\$45.18		
	Invoice		Date	Description		Amount			
	9821547448		01/03/2019	685282853-00001		\$45.18			
18775	01/28/2019	Open			Accounts Payable	IRMA	\$129,349.00		
	Invoice		Date	Description		Amount			
	201935		12/18/2018	Annual Contribution		\$129,349.00			
18776	01/28/2019	Open			Accounts Payable	CJ Restaurant Inc dba Jimbo's Pizza	\$280.00		
	Invoice		Date	Description		Amount			
	19-01-14		01/14/2019	refund CCHD Inspection charges for 2018		\$280.00			
18777	01/28/2019	Open			Accounts Payable	D.B. De Paulo Construction Co.	\$76.83		
	Invoice		Date	Description		Amount			
	18-15		01/14/2019	refund remaining escrow - 508 6th St		\$76.83			
18778	01/28/2019	Open			Accounts Payable	Earnest, Kevin	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000075		01/16/2019	refund clean up deposit		\$1,000.00			
18779	01/28/2019	Open			Accounts Payable	Koszut, Ryan	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000146		01/16/2019	refund clean up deposit		\$1,000.00			
18780	01/28/2019	Open			Accounts Payable	QBG Lemont LLC dba Quarry Pub & Grill	\$25.00		
	Invoice		Date	Description		Amount			
	2019-00019733		01/18/2019	refund overpayment on liquor license		\$25.00			
18781	01/28/2019	Open			Accounts Payable	Sillman, Tina	\$112.00		
	Invoice		Date	Description		Amount			
	19-01-14		01/14/2019	refund for returned Metra pass #0136 Jan-Jun		\$112.00			
18782	01/28/2019	Open			Accounts Payable	Srinivasan, Kris	\$112.00		
	Invoice		Date	Description		Amount			
	19-01-16		01/16/2019	refund for returned Metra pass #0141 Jan-Jun		\$112.00			
18783	01/28/2019	Open			Accounts Payable	GT Mechanical, Inc.	\$12,865.00		
	Invoice		Date	Description		Amount			
	18133A		12/19/2018	Metra station heaters		\$12,865.00			
Type Check Totals:									
					68 Transactions		\$468,773.21	\$150,000.00	\$0.00
EFT									
449	01/28/2019	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$35,544.75		
	Invoice		Date	Description		Amount			
	20414		01/31/2019	Jan 2019 contribution		\$35,544.75			

# Payment Register

From Payment Date: 1/15/2019 - To Payment Date: 1/28/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
450	01/28/2019	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	19-01-15		01/15/2019	Feb 2019 payment		\$1,147.49			
451	01/28/2019	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	0000314		12/31/2018	Dec 2018 services		\$3,336.67			

Type EFT Totals:  
FM-Clearing - Accounts Payable Totals

3 Transactions \$40,028.91

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	\$315,773.21	\$0.00
	Reconciled	1	\$150,000.00	\$150,000.00
	Voided	1	\$3,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>68</b>	<b>\$468,773.21</b>	<b>\$150,000.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$40,028.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>3</b>	<b>\$40,028.91</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	\$355,802.12	\$0.00
	Reconciled	1	\$150,000.00	\$150,000.00
	Voided	1	\$3,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>71</b>	<b>\$508,802.12</b>	<b>\$150,000.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	66	\$315,773.21	\$0.00
	Reconciled	1	\$150,000.00	\$150,000.00
	Voided	1	\$3,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>68</b>	<b>\$468,773.21</b>	<b>\$150,000.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$40,028.91	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>3</b>	<b>\$40,028.91</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	69	\$355,802.12	\$0.00
	Reconciled	1	\$150,000.00	\$150,000.00
	Voided	1	\$3,000.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>71</b>	<b>\$508,802.12</b>	<b>\$150,000.00</b>

TO: Mayor John Egofske  
Village Board of Trustees

FROM: Linda Molitor, Executive Assistant/CRM

SUBJECT: Amending Chapter 5.04, Liquor License of the Lemont Municipal Code

DATE: January 28, 2019

#### SUMMARY/ BACKGROUND

The Liquor License applicant of Lemont Valley Market LLC, 353 Front Street, Lemont, IL, is seeking a C-1 Liquor License from the Village of Lemont for the sale of beer and wine only.

The applicant wishes to accommodate the request of customers to sell liquor, mostly wines and spirits from Macedonia and surrounding countries. Liquor sales provide value by offering another reason for people to travel to Lemont for specialty beverages, and by adding to the financial health of the store. Lemont Valley Market is working with a Lemont wine merchant to get access to the product it needs, and to understand the local market.

The number of Class C-1 Liquor Licenses will be increased from 8 to 9 in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees.

#### LIQUOR CONTROL REVIEW BOARD RECOMMENDATION

The Liquor Control Review Board will meet on Monday, January 28, at 5:45 p.m. for review of the application for Lemont Valley Market LLC. The Village Board will be made aware of the outcome of the recommendation of the Liquor Control Review Board during discussion of the agenda item at the January 28, Village Board Meeting.

#### BOARD ACTION REQUESTED

Motion and adoption of the attached Ordinance.

#### ATTACHMENTS

An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class C-1 Liquor Licenses).

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-1 Liquor Licenses)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 28 DAY OF JANUARY 2019**

**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 28 day of January 2019**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-1 Liquor Licenses)**

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

**WHEREAS**, Zarko Surdoski, of Lemont Valley Market LLC at 353 Front Street, has applied for a Class C-1 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class C-1 liquor licenses granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES** of the Village of Lemont, Illinois:

**SECTION 1:** The above recitals are incorporated in this ordinance as is fully set forth.

**SECTION 2:** The number of Class C-1 liquor licenses, as set forth in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees, to be issued at any one time shall not exceed the number of 9.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**SECTION 4:** All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

**SECTION 5:** The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 28 DAY OF JANUARY 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Dave Maher</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>Ken McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____

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**JOHN EGOFSKE**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**

TO: Village Board  
FROM: Jamie Tate, AICP, Consulting Planner  
THROUGH: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Case 18-23 Hindu Temple (10915 Lemont Rd) Rezoning  
DATE: January 28, 2019

## **SUMMARY/ BACKGROUND**

Tilak Marwaha of the Hindu Temple of Greater Chicago, represented by Donielle F. Robinson of Jayaram Law Group, on behalf of the owner of the subject property located at 10915 Lemont Road, is requesting rezoning from R-2 Detached Single-Family Residential to INT Institutional District. The subject property located within the Village is 20 acres and located on the Village's northern boundary in DuPage County. A religious assembly and institution is an allowed use in INT and a special use in R-2. The Planning and Zoning Commission (PZC) held a public hearing on December 19, 2018 and the proposal was discussed at the January 14, 2019 Committee of the Whole.

## **ANALYSIS**

### ***Consistency with Village Policy***

#### *Lemont 2030 Comprehensive Plan*

The Lemont 2030 plan designates this area as Institutional (INST). The proposed rezoning is consistent with the land use goals of the Lemont 2030 plan.

## **STAFF RECOMMENDATION**

Staff and the PZC are recommending approval of the zoning map amendment.

## **BOARD ACTION REQUESTED**

Motion and approval of the attached ordinance.



## **ATTACHMENTS**

1. AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-2 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO INT INSTITUTIONAL DISTRICT AT 10915 LEMONT ROAD, LEMONT, IL



**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT  
FROM R-2 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO INT  
INSTITUTIONAL DISTRICT AT 10915 LEMONT ROAD IN LEMONT, IL**

**(Hindu Temple of Greater Chicago)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 28<sup>th</sup> DAY OF JANUARY, 2019**

**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 28<sup>th</sup> day of January, 2019.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM R-2 SINGLE-FAMILY DETACHED RESIDENTIAL DISTRICT TO INT INSTITUTIONAL DISTRICT AT 10915 LEMONT ROAD IN LEMONT, IL**

**(Hindu Temple of Greater Chicago)**

**WHEREAS**, Tilak Marwaha, represented by Donielle F. Robinson of Jayaram Law Group, (hereinafter referred to as “the Petitioners”) are acting on behalf the owners of the property at 10915 Lemont Road in Lemont (PIN# 10-17-302-025-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

**WHEREAS**, the Petitioners applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from R-2 Single-Family Detached Residential District to INT Institutional District for the Subject Property; and

**WHEREAS**, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on December 19, 2018 for the rezoning request and voted 5-0 to recommend approval of the rezoning, and the draft minutes are attached as Exhibit C; and

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

**WHEREAS**, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the zoning map amendment is in the best interest of the Village of Lemont, and hereby adopts the finding of facts as set forth in Exhibit B.

**NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, ILLINOIS AS FOLLOWS:**

**SECTION 1: 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 2: Zoning Map Amendment Approved.** That the Subject Property described in Exhibit A is hereby rezoned from its current R-2 Single-Family Detached Residential District to the INT Institutional zoning district. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

**SECTION 3:** 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 4:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication 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 28th day of January, 2019.**

	<b><u>AYES</u></b>	<b><u>NAYS</u></b>	<b><u>ABSENT</u></b>	<b><u>ABSTAIN</u></b>
<b>Debby Blatzer</b>				
<b>Ryan Kwasneski</b>				
<b>Dave Maher</b>				
<b>Ken McClafferty</b>				
<b>Rick Sniegowski</b>				
<b>Ron Stapleton</b>				

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**JOHN EGOFSKE, Village President**

**Attest:**

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**CHARLENE M. SMOLLEN, Village Clerk**

**EXHIBIT A**

Legal Description of Subject Property

WARRANTY DEED

Statutory (ILLINOIS)

(Individual to Corporation)

R80-48749

RECORDER  
DU PAGE COUNTY

1980 AUG 21 PM 1:15

(The Above Space For Recorder's Use Only)

622304 - Du PAGE

THE GRANTOR RICHARD J. KNOEBEL and MARY KNOEBEL, his wife of Downers Grove Town-  
ship, Du Page County, Illinois and WALTER H. KNOEBEL and MARION KNOEBEL, his wife

of the city of Chicago County of Cook State of Illinois  
for and in consideration of \_\_\_\_\_ DOLLARS,  
in hand paid,

CONVEY and WARRANT to THE HINDU TEMPLE OF GREATER CHICAGO  
an Illinois not for profit

a corporation created and existing under and by virtue of the Laws of the State of Illinois  
having its principal office in the Village of Westmont and  
State of Illinois

the following described Real Estate situated in the County of  
Du Page in the State of Illinois, to wit: That part of the South half of the Southwest  
quarter of Section 17, Township 37 North, Range 11, East of the Third Principal  
Meridian, lying West of the West line of Kearney Road and Northerly and Easterly  
of a line described as follows: Beginning at a point on the North line of said  
South half of the Southwest quarter, said point being 50.25 feet East (as measured  
along said North line) of the center line of Stephen Road (now Lemont Road) per  
document 347296 recorded July 12, 1934; thence Southeasterly, 587.79 feet to a  
point on a line 100.0 feet Northeasterly of and parallel with the located Transit  
Line of the proposed Federal Aid Urban Route 2612 per document 24808005 recorded  
in Cook County, Illinois, said point lying 807.19 feet Northwesterly of (as mea-  
sured along said parallel line) the South line of the Southwest quarter of said  
Section 17; thence Southeasterly along said parallel line a distance of 733.45  
feet; thence Northeasterly 176.96 feet to a point on the West line of Kearney  
Road (now Bluff Road) said point lying 190.46 feet Northeasterly of (as measured  
along said West line and said West line extended Southerly) the said South line  
of the Southwest quarter of Section 17, all in Downers Grove Township, Du Page  
County, Illinois, containing 17.6336 acres

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of  
Illinois.

DATED this 18th day of AUGUST 19 80

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

Richard J. Knoebel

Walter H. Knoebel

Mary Knoebel

Marion H. Knoebel

Mary Knoebel

Marion Knoebel

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for  
said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD J.  
KNOEBEL and MARY KNOEBEL, his wife and WALTER H. KNOEBEL and  
MARION KNOEBEL, his wife  
personally known to me to be the same person s whose name s are  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that they signed, sealed and delivered the said instrument as  
their free and voluntary act, for the uses and purposes therein set forth,  
including the release and waiver of the right of homestead.

Given under my hand and official seal, this 18th day of AUGUST 19 80

Commission expires James Sr. Alderman Dystrup NOTARY PUBLIC

This instrument prepared by ALDERMAN DYSTRUP, 400 Main St., Lemont, Ill. 60439

MAIL TO:

HARRY E. DEBRUYN  
ATTORNEY AT LAW  
12000 S. HARLEM AVENUE  
448-8118 Palos Heights, Ill. 60463  
(City, State and Zip)

OR

RECORDER'S OFFICE BOX NO. \_\_\_\_\_

ADDRESS OF PROPERTY:

THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES  
ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

COUNTY OF DU PAGE  
REAL ESTATE TRANSFER TAX  
74.25

CO. NO. 022  
DU PAGE

STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
74.25  
DEPT. OF REVENUE

AUG 21 1980  
RB. 10690

DU PAGE  
CO. NO. 022  
1980

14.8.150

DOCUMENT NUMBER

113/L

AFFIDAVIT - METES AND BOUNDS

(FILE WITH GEORGE R. RUDOLPH, RECORDER OF DEEDS OF DU PAGE COUNTY)

STATE OF ILLINOIS )  
COUNTY OF DuPage )

ss.

Document #

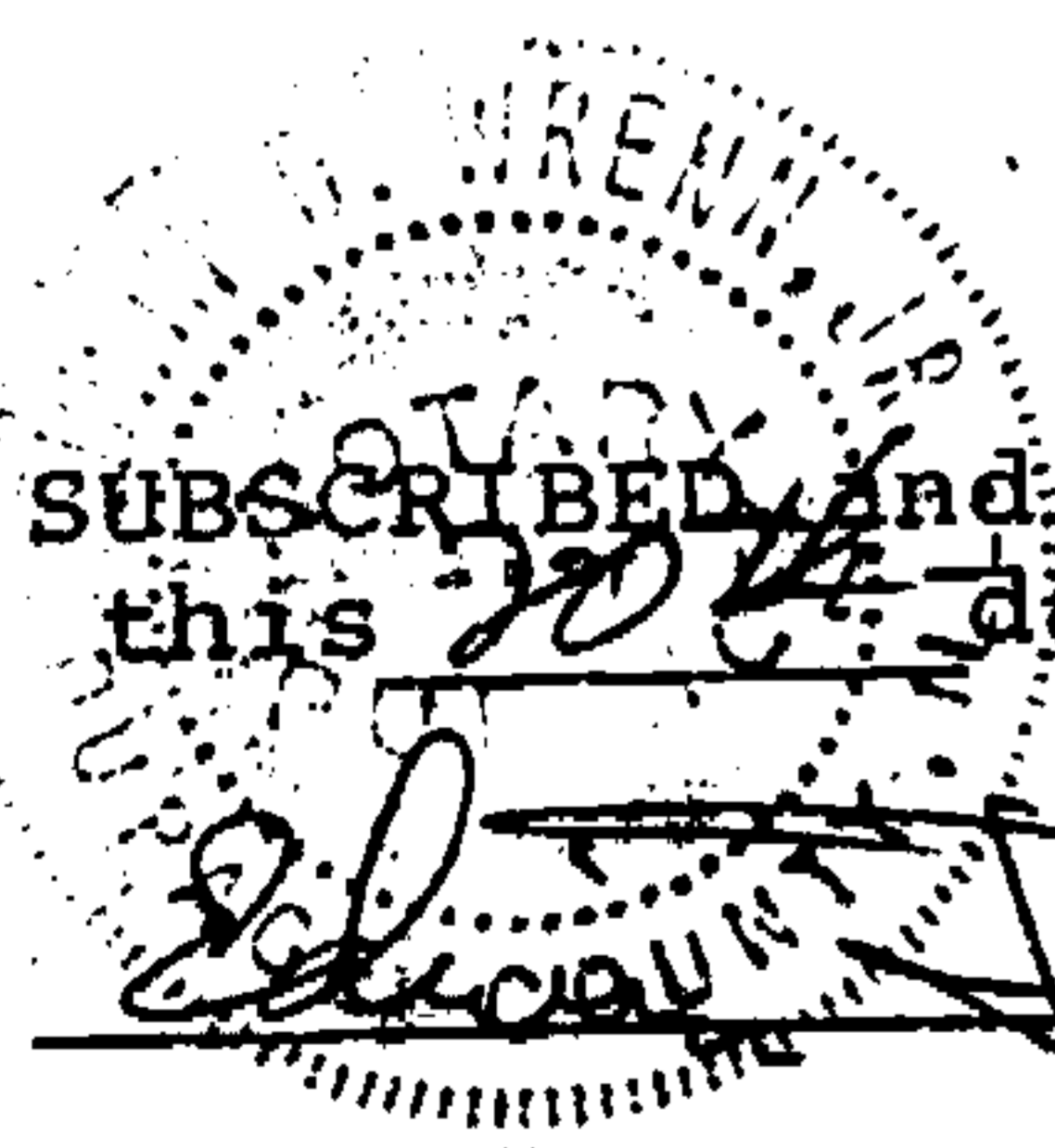
Charles J. Roberts, Jr., being duly sworn on oath, states that he reside at 170 E Liberty Wheaton, Illinois. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
2. The division is of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
3. The sale or exchange of parcels of land is between owners of adjoining and contiguous land.
4. The conveyance is of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance is of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
7. The conveyance is made to correct descriptions in prior conveyances.
8. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
9. The sale is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973 and no sale, prior to this sale, of any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.
10. The instrument aforesaid is a conveyance of an existing parcel or tract of land.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of DuPage County, Illinois to accept the attached deed for recording.

Charles J. Roberts, Jr.



SUBSCRIBED and SWORN to before me this 20th day of Aug, 1980  
Edward J. Brennan

NOTARY PUBLIC

R:80 - 48748

## **EXHIBIT B**

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

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Institutional (INST).
  2. The rezoning is consistent with the Lemont 2030 Comprehensive plan.
  3. The request is compatible with the surrounding land uses.
  4. The requested rezoning meets the standards for granting a rezoning.
-



**EXHIBIT C**

Draft Minutes from PZC Public Hearing

**Village of Lemont**  
**Planning and Zoning Commission**  
Regular Meeting of December 19, 2018

A regular meeting of the Planning and Zoning Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, December 19, 2018 in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

**I. CALL TO ORDER**

**A. Pledge of Allegiance**

Chairman Spinelli called the meeting to order at 6:31 p.m. He then led the Pledge of Allegiance.

**B. Verify Quorum**

Upon roll call the following were:

Present: Cunningham, McGleam, O'Connor, Zolecki, Spinelli

Absent: Glomp and Plahm

Community Development Manager, Mark Herman, Consulting Planner, Jamie Tate and Village Trustee Ron Stapleton were also present.

**C. Approval of Minutes – October 17, 2018 Meeting**

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to approve the minutes from the October 17, 2018 meeting with no changes. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

**II. CHAIRMAN'S COMMENTS**

Chairman Spinelli greeted the audience and stated there are three cases this evening. He then asked everyone in the audience to please stand and raise his/her right hand. He then administered the oath.

**III. PUBLIC HEARINGS**

**A. 18-23 HINDU TEMPLE REZONING**

Chairman Spinelli called for a motion to open the public hearing for Case 18-23.

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to open the public hearing for Case 18-23. A voice vote was taken:

*Ayes: All*  
*Nays: None*  
*Motion passed*

### **Staff Presentation**

Jamie Tate, Consulting Planner, said Tilak Marwaha owner of the subject property is requesting rezoning to INT Institutional District from R-2 Single-Family Detached Residential District. Much of the surrounding property is unincorporated. To the north is residential unincorporated DuPage County, south is PLM Trailer Leasing, east is Forest Preserve District which is unincorporated DuPage County, and west is single-family residences also in unincorporated DuPage County. The subject property is 20 acres and is located on the northern boundary of Lemont. The present use is a religious institution.

The property was annexed into the Village in 1991 and zoned R-2 Detached Single-Family Residential. The special use allowed a temple, guest houses used in conjunction with temple functions, Ministers quarters, auditorium, community center, multi-level parking facility, Ganesh Temple Indianization, and restaurant to be used exclusively by devotees and in house residents. The Village settled at the time to accept all the buildings in their current state and the Temple agreed to pave the parking lots once the conversion of the community center was completed.

A religious assembly and religious institution is an allowed use in the INT district while it is a special use in the R-2. It is unclear why the Village assigned the R-2 Zoning at the time. The INT district is designed to provide environment for land uses of a civic, educational, governmental, recreational and religious nature.

Mrs. Tate said there are no setback or lot dimension concerns in the INT district versus the R-2 district. The setbacks appear to be met and are provided on the Plat of Survey. One difference is there is no lot coverage requirement in the INT district versus R-2. She then read through the different land use permissions comparing the two districts.

There are few non-conformities that are found on the site that are in both districts. Fences in both INT and R-2 cannot be located in the front yard and cannot be chain link. The fence surrounding the property and at the gate of the Lemont Road entrance is chain link. The monument sign does not meet current regulations regarding landscaping and a limestone base. There are some signage difference in the two zoning district. Monument signs are allowed a total square footage of up to 32 sf in residential and 64 sf in INT districts. Electronic message board signs are allowed with restrictions in the INT district but are not allowed in the R-2 district. There is a 250 foot distance requirement from residentially zoned land that the Hindu Temple might not meet. She then read through the standards for rezoning.

Mrs. Tate stated the Comprehensive Plan designates this area as INST (Institutional) land use. The proposed zoning change will bring the zoning designation and Comprehensive Plan land use designation into agreement. Staff does not have compatibility concerns with the surrounding properties. The subject property is a large site that has been in operation for over twenty years with no close adjacent neighbors. There is a large four lane highway separating the residential properties to the west and there is dense landscaping surrounding the Hindu Temple. This would conclude staff's presentation and staff is recommending approval.

Chairman Spinelli asked for the electronic message board, would the applicant have to come back in for a special use or are they allowed up to 64 feet.

Mrs. Tate said it is a permitted use and they would have to meet the regulations. One of the regulations is that they can't be within 250 feet from a residential district. If they don't meet that then they would have to come back in and ask for a variance.

Chairman Spinelli asked if they were asking for this request.

Mrs. Tate stated they are not.

Chairman Spinelli asked staff if they were aware of any changes on the property.

Mrs. Tate said there is not.

Commissioner McGleam asked if staff had ever found out any information as to why it was zoned R-2.

Mrs. Tate stated she did not find out why it was zoned R-2.

Commissioner O'Connor asked if there was any residential on the property currently.

Mrs. Tate said that would be a question for the applicant

Commissioner O'Connor asked why the applicant is asking for the change.

Mrs. Tate stated the applicant can answer that question.

Chairman Spinelli then asked the applicant to come forward and make a presentation.

### **Applicant Presentation**

Tilak Marwaha said their religious institution has grown. They plan on opening a small medical facility on campus to reach out to anyone in need of medical care. A lot of their members have medical backgrounds and are willing to help out. They have a task force that are working on this. In 2016, their board approved a Montessori school so they are looking in that direction also.

Commissioner McGleam asked if medical care was allowed in INT district.

Mrs. Tate stated hospitals are permitted in that district; however she is not sure if a medical care facility is.

Mark Herman, Community Development Manager, said hospitals would require a special use in the INT district. Medical care places are not permitted in INT district. They would have to see what they are proposing to see if it is allowed or if they will have to seek some other type of relief in the future.

Chairman Spinelli stated he would like to reiterate that this request is just for rezoning and there is no request to change the use of the property. He then asked if they are requesting at this time an electronic message board.

Mr. Marwaha said they are not requesting anything at this time.

Commissioner O'Connor asked if there was anyone living on the property at this time.

Mr. Marwaha stated there is one building that is assigned to the priest but it is inhabitable and nobody is living there.

Chairman Spinelli asked if there were any further questions for the applicant. None responded. He then asked if there was anyone in the audience that wanted to speak in regards to this public hearing.

### **Public Comment**

Vera Gardner asked if they are trying to put in a medical or mental hospital.

Chairman Spinelli said this public hearing is just for the rezoning. One of their potential plans is to provide a medical facility on-site. A hospital is a special use in the INT district and the medical facility is not permitted. If they pursue the special use then the applicant would have to come back here and the residents would receive a notice again.

Ms. Gardner stated the lights are becoming an issue.

Doni Robinson, attorney for the applicant, stated they have spoken to the code enforcer and they changed the angle of the light.

Ms. Gardner said there is the one blue light in the evening time.

Ms. Robinson stated they are definitely willing to work on getting that changed.

Paul Pachl said his house is surrounded by the subject property. He would like to know how this will affect his zoning.

Mr. Herman stated that they are in DuPage County and their zoning is in no way over them. So their R-2 is different from Lemont's zoning districts.

Linda Pachl asked if there is any way they could postpone the meeting until they have a lawyer look everything over so they can see how it will affect them.

Mr. Herman said the Hindu Temple does own property in DuPage County. He showed on the overhead everything that is in the Village of Lemont that is proposed to be changed.

Mr. Pachl asked where are they proposing to put the medical institution.

Chairman Spinelli explained that there is no proposal for a medical institution. The proposal is just for rezoning and it is only for the property located in red.

Ms. Gardner asked if by changing the zoning will that effect the way traffic is handled for their big events.

Chairman Spinelli stated that will not change. He then asked if there was anybody else that wanted to make further comments or ask questions in regards to this public hearing. None responded. He then called for a motion to close the public hearing.

Commissioner McGleam made a motion, seconded by Commissioner O'Connor to close the public hearing for Case 18-23. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

### **Plan Commission Discussion**

Chairman Spinelli asked if any of the Commissioners had any further questions or comments. None responded. He then called for a motion for recommendation.

### **Plan Commission Recommendation**

Commissioner McGleam made a motion, seconded by Commissioner Cunningham to recommend to the Mayor and Board of Trustees approval of Case 18-23, rezoning of The Hindu Temple of Greater Chicago. A roll call vote was taken:

*Ayes: McGleam, Cunningham, Zolecki, O'Connor, Spinelli*

*Nays: None*

*Motion passed*

Commissioner McGleam made a motion, seconded by Commissioner O'Connor to authorize the Chairman to approve the Findings of Fact for Case 18-23 as prepared by staff. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

*Minutes prepared by Peggy Halper*

TO: Village Board  
FROM: Jamie Tate, AICP, Consulting Planner  
THROUGH: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Case 18-24 UDO Amendment for Floodplain Regulation  
DATE: January 28, 2019

## **SUMMARY/ BACKGROUND**

The Village of Lemont was notified by IDNR that some changes must be made to the UDO in regards to floodplain regulation, including referencing all three counties with the appropriate map dates. The PZC discussed the proposed UDO Amendment at the public hearing held on December 19, 2018 and the amendment was reviewed by the Village Board at the January 14, 2019 Committee of the Whole meeting.

## **ANALYSIS**

### ***Consistency with Village Policy***

#### *Lemont 2030 Comprehensive Plan*

The Lemont 2030 Comprehensive Plan recommends annual review of the Village Municipal Codes as an implementation action of the Our Economic Prosperity chapter to increase efficiency of permitting. These proposed UDO amendments achieve this goal specifically mentioned in the comprehensive plan.

## **STAFF RECOMMENDATION**

Staff and the PZC are recommending approval of the attached ordinance.

## **BOARD ACTION REQUESTED**

Motion and approval of the attached ordinance.

## **ATTACHMENTS**

1. AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT MUNICIPAL CODE, THE LEMONT UNIFIED DEVELOPMENT ORDINANCE OF 2008



**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT MUNICIPAL CODE, THE  
LEMONT UNIFIED DEVELOPMENT ORDINANCE OF 2008**

**(UDO Amendment)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 28<sup>th</sup> DAY OF JANUARY, 2019**

**Published in pamphlet form by  
authority of the President and  
Board of Trustees of the Village  
of Lemont, Cook, DuPage, and Will  
Counties, Illinois this 28<sup>th</sup> day of  
January, 2019.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 17 OF THE LEMONT MUNICIPAL CODE, THE  
LEMONT UNIFIED DEVELOPMENT ORDINANCE OF 2008  
(UDO Amendment)**

**WHEREAS**, the Village of Lemont approved Ordinance O-07-08 adopting the Lemont Unified Development Ordinance of 2008 (hereinafter “the Unified Development Ordinance”) with an effective date of March 15, 2008; and

**WHEREAS**, on December 19, 2018, the Lemont Planning & Zoning Commission, in accordance with the requirements of the Illinois Combined Statutes and the Unified Development Ordinance, conducted a public hearing on proposed amendments to the zoning and land use regulations of the Unified Development Ordinance and the minutes are provided as Exhibit A; and

**WHEREAS**, notices of the aforesaid public hearings were made in the manner provided by law; and

**WHEREAS**, the Lemont Planning & Zoning Commission found that the proposed amendment is consistent with the purposes of the Unified Development Ordinance and voted to recommend their approval;

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

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

**SECTION 2:** The Lemont, Illinois Municipal Code (“Village Code”), as amended, is further amended in Title 17, Unified Development Ordinance Chapter, with additions shown in underlined text and deletions shown in ~~strikethrough~~ to Chapter 17.19 of the Village Code as follows (definitions shall be placed in alphabetical order and the word defined is bolded):

**17.19.020 DEFINITIONS**

**Designated Floodway.** The channel, including on-stream lakes, and that portion of the floodplain adjacent to a stream or watercourse, generally depicted on the FEMA FIRM map, which is needed to store and convey the existing 100-year frequency flood discharge with no more than a 0.1 foot increase in stage due to the loss of flood conveyance or storage, and no more than a 10 percent increase in velocities.

1. The floodways are designated for on the countywide Flood Insurance Rate Map of Cook, DuPage and Will Counties prepared by FEMA and dated respectively August 19, 2008, December 16, 2004 and February 15, 2019. When two floodway maps exist for a waterway, the more restrictive floodway limit shall

prevail.

2. The floodways for those parts of unincorporated Cook County, DuPage and Will Counties that are within the extraterritorial jurisdiction of the Village of Lemont that may be annexed into the Village of Lemont are designated for on the countywide flood insurance rate map prepared by FEMA and dated respectively August 19, 2008, December 16, 2004 and February 15, 2019. ~~and dated August 19, 2008.~~
  
3. To locate the designated floodway boundary on any site, the designated floodway boundary should be scaled off the designated floodway map and located on a site plan, using reference marks common to both maps. Where interpretation is needed to determine the exact location of the designated floodway boundary, IDNR/OWR should be contacted for the interpretation.

**Floodplain.** That land typically adjacent to a body of water with ground surface elevations at or below the base flood or the 100-year frequency flood elevation. Floodplains may also include detached Special Flood Hazard Areas, ponding areas, etc. The floodplain is also known as the Special Flood Hazard Area (SFHA).

1. The floodplains are those lands within the jurisdiction of the Village of Lemont that are subject to inundation by the base flood or 100-year frequency flood. The SFHAs of the Village of Lemont are generally identified as such on ~~panel numbers 567G, 569G, 579G, 583G, 586G, 587G, 588G, 589G, 591G, and 593G of the countywide Flood Insurance Rate Map of the Village prepared by the Federal Emergency Management Agency and dated August 19, 2008;~~ panel number(s) of the countywide Flood Insurance Rate Map prepared by FEMA and dated as shown in table below.

<u>Cook County</u>	<u>17031C 0567J, 0569J, 0579J, 0583J, 0586J, 0587 J, 0588J, 0589J, 0591J and 0593J</u>	<u>Dated August 19, 2008</u>
<u>DuPage County</u>	<u>17043C 1001H, 1003H, 1004H, 1005H and 1106H</u>	<u>Dated December 16, 2004</u>
<u>Will County</u>	<u>17197C 0058E, 0059E and 0070E</u>	<u>Dated February 15, 2019</u>

2. The SFHAs of those parts of unincorporated Cook County, DuPage and Will Counties that are within the extraterritorial jurisdiction of the Village of Lemont or that may be annexed into the village are generally identified as such on ~~panel numbers 567G, 569G,~~

~~579G, 583G, 586G, 587G, 588G, 589G, 591G, and 593G of the countywide flood insurance rate map prepared for Cook County by the Federal Emergency Management Agency) and dated August 19, 2008.~~ panel number(s) of the countywide Flood Insurance Rate Map prepared by FEMA and dated as shown in the table below.

<u>Cook County</u>	<u>17031C 0567J, 0569J, 0579J, 0583J, 0586J, 0587J, 0588J, 0589J, 0591J and 0593J</u>	<u>Dated August 19, 2008</u>
<u>DuPage County</u>	<u>17043C 1001H, 1002H, 1003H, 1004H, 1005H and 1106H</u>	<u>Dated December 16, 2004</u>
<u>Will County</u>	<u>17197C 0058E, 0059E and 0070E</u>	<u>Dated February 15, 2019</u>

**Floodproofing Certificate.** A ~~form~~ form published by ~~PMA~~ FEMA that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.

**17.19.050 BASE FLOOD ELEVATION.**

This Ordinance's protection standard is based on the Flood Insurance Study for the Village.

- A. If a base flood elevation or 100-year frequency flood elevation is not available for a particular site, then the protection standard shall be according to the best existing data available from federal, state or other sources.
- B. When a party disagrees with the best available data, they shall submit a detailed engineering study needed to replace existing data with better data and submit it to IDNR/OWR and FEMA for review and consideration prior to any development of the site.
- C. The base flood or 100-year frequency flood elevation for the SFHAs of any river, creek, or stream shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of ~~Cook County, DuPage and Will Counties~~ prepared by FEMA dated ~~August 19, 2008~~, respectively August 19, 2008, December 16, 2004 and February 15, 2019 and such amendments to such study and maps as may be prepared from time to time.

- D. The base flood or 100-year frequency flood elevation for the SFHAs of those parts of unincorporated Cook ~~County~~, DuPage and Will Counties that are within the extraterritorial jurisdiction of the Village of Lemont or that may be annexed into the Village of Lemont shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of Cook ~~County~~ DuPage and Will Counties prepared by FEMA and dated ~~August 19, 2008~~, respectively August 19, 2008, December 16, 2004 and February 15, 2019 and such amendments to such study and maps as may be prepared from time to time.
- E. The base flood or 100-year frequency flood elevation for each SFHA delineated as an "AH Zone" or "AO Zone" shall be that elevation (or depth) delineated on the countywide Flood Insurance Rate Map of Cook ~~County~~, DuPage and Will Counties.
- F. The base flood or 100-year frequency flood elevation for each of the remaining SFHAs delineated as an "A Zone" on the countywide Flood Insurance Rate Map of Cook ~~County~~, DuPage and Will Counties shall be according to the best existing data available from federal, state or other sources. Should no other data exist, an engineering study must be financed by the applicant to determine base flood elevations.
1. When no base flood or 100-year frequency flood elevation exists, the base flood or 100-year frequency flood elevation for a riverine SFHA shall be determined from a backwater model, such as HEC-II, HEC-RAS, or a dynamic model such as HIP.
  2. The flood flows used in the hydraulic models shall be obtained from a hydrologic model, such as HEC-HMS, HEC-1, TR-20, or HIP, or by techniques presented in various publications prepared by the United States Geological Survey for estimating peak flood discharges.
  3. For a non-riverine SFHA, the Base Flood Elevation shall be the historic Flood of Record plus three feet (3), unless calculated by a detailed engineering study.
  4. For an unmapped extended SFHA (with a drainage area less than one square mile) which has been identified by the Planning and Economic Development Director pursuant to §17.19.040.A.3, the base flood elevation shall be determined by the applicant utilizing a

method as approved in § 17.19.050.F.

**17.19.070 OCCUPATION AND USE OF DESIGNATED FLOODWAYS.**

This section applies to proposed development, redevelopment, site modification or building modification within a designated floodway. The designated floodway for rivers or streams with identified floodway shall be as delineated on the countywide Flood Insurance Rate Map of Cook, DuPage and Will Counties and referenced in §17.19.020. Only those uses and structures will be permitted which meet the criteria in this section. All floodway modifications shall be the minimum necessary to accomplish the purpose of the project. The development shall also meet the requirements of §17.19.090.

**17.19.090 PERMITTING REQUIREMENTS APPLICABLE TO ALL FLOODPLAIN AREAS**

In addition to the requirements found in §§17.19.060-080 for development in flood fringes, designated floodways, and SFHA or floodplains where no floodways have been identified, the following requirements shall be met.

**SECTION 5:** 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 6:** Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its passage, approval and publication 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 28TH DAY OF JANUARY, 2019.**

**AYES**

**NAYS**

**PASSED**

**ABSENT**

**Debby Blatzer  
Ryan Kwasneski  
Dave Maher  
Ken McClafferty  
Rick Sniegowski  
Ron Stapleton**

**APPROVED by me this 28<sup>th</sup> day of January, 2019**

\_\_\_\_\_  
**JOHN EGOFSKE, Village President**

**ATTEST:**

\_\_\_\_\_  
**CHARLENE M. SMOLLEN, Village Clerk**

**Exhibit A**

Draft PZC Minutes from December 19, 2018 public hearing



**Village of Lemont**  
**Planning and Zoning Commission**  
Regular Meeting of December 19, 2018

A regular meeting of the Planning and Zoning Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, December 19, 2018 in the second floor Board Room of the Village Hall, 418 Main Street, Lemont, Illinois.

**I. CALL TO ORDER**

**A. Pledge of Allegiance**

Chairman Spinelli called the meeting to order at 6:31 p.m. He then led the Pledge of Allegiance.

**B. Verify Quorum**

Upon roll call the following were:

Present: Cunningham, McGleam, O'Connor, Zolecki, Spinelli

Absent: Glomp and Plahm

Community Development Manager, Mark Herman, Consulting Planner, Jamie Tate and Village Trustee Ron Stapleton were also present.

**C. Approval of Minutes – October 17, 2018 Meeting**

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to approve the minutes from the October 17, 2018 meeting with no changes. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

**II. CHAIRMAN'S COMMENTS**

Chairman Spinelli greeted the audience and stated there are three cases this evening. He then asked everyone in the audience to please stand and raise his/her right hand. He then administered the oath.

**III. PUBLIC HEARINGS**

**A. 18-23 HINDU TEMPLE REZONING**

**B. 18-24 UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENTS**

Chairman Spinelli called for a motion to open the public hearing for Case 18-24.

Commissioner McGleam made a motion, seconded by Commissioner O'Connor to open the public hearing for Case 18-24 UDO Text Amendments. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

Jamie Tate, Consulting Planner, said there are a few UDO amendments that they need to bring forward. The first is they were notified by IDNR that they were missing some references to DuPage County and Will County and some dates on FEMA maps. The next is there has been an inquiry to the Village by a resident to amend fences in corner through lots to allow five foot see-through fences. She then showed the different types of corner lots. There would be no chain link, PVC, or wood material allowed.

Mr. Herman said on page 6, there is the restriction that a fence is at least 20 feet from the edge of any public street. That is not being amended, but if they were to possibly allow these types of lots that can go up to five feet, is the Plan Commission interested in those types of lots having the fence closer to the street.

Chairman Spinelli stated currently they allow four feet fences up to the property line.

Mr. Herman said it still needs to be 20 feet from the edge of the street, which he interprets as the curb.

Chairman Spinelli asked what happens if there is a 25 foot parkway. Technically someone can block the public sidewalk.

Mr. Herman asked if they would like to reword it to provide a distance from the front and corner property line.

Discussion continued as to what distance a fence should be from the property line and whether to allow more than a four foot fence.

Chairman Spinelli said he would permit the fences, open style into the side yard setback, no closer than two (2) feet to the property line and stay at the four (4) foot height. In order to soften the corners, there should be one six foot panel at a 45 degree angle and no 90 degree corners are permitted adjacent to a public-way.

Mrs. Tate asked should it only be required within so many feet off of the property line.

Chairman Spinelli stated that no 90 degree corners should be permitted within 10 feet off of the property line.

Mrs. Tate said another item that was brought up to staff was fence height discrepancies due to topography. So they will add that the fence height shall be measured by average grade of the yard and provide a diagram.

Chairman Spinelli stated he feels that this will be an issue for the code enforcement officer.

Mr. Herman said it was brought up by the building official who does go out to do the fence inspections. Prior to 2008 the Code did allow variation for topography and currently in the code there is nothing to guide on how to measure a fence height.

Chairman Spinelli stated it should be the average over the course of the panel width up to a maximum panel width of six feet.

All Commissioners agreed.

Mrs. Tate said the next is to reduce the required setbacks for sheds from principal structures from 10 feet to 0 in residential. Currently the UDO groups sheds and detached garages in the same category and requires them to both be at least 10 feet from the principal structure. This would be proposing for just sheds reducing that setback from 10 feet to zero. The change was discussed with the Village Building Official and he was in support of the modification.

Chairman Spinelli asked if it could be attached to the principal structure.

Mr. Herman stated with what they are proposing then yes.

All Commissioners agreed with the change but add "behind the rear wall of the principal structure".

Mrs. Tate said the next amendment is to add aesthetic regulations for temporary Construction Contractor Sales Trailers. They would be required to have landscaping according to the ordinance, the foundation on the trailer cannot be visible and the trailer must be kept in good condition.

Trustee Stapleton asked if there was any timeline on how long they can be there.

Mr. Herman stated they do require a permit for this so they might need to add some timing on there.

Mrs. Tate said sometimes it is written in the Planned Unit Development.

Chairman Spinelli asked if they need to have where there is a minimum development size in order to have a construction trailer on-site.

Commissioner McGleam said he feels what staff is proposing is aesthetically acceptable and it will prevent someone from bringing a trailer out there unless it is for business.

Mrs. Tate stated the next section is small cell antennae. There is a Small Wireless Facilities Deployment Act that was approved by the State of Illinois. It mandates that all small wireless facilities are now all considered permitted uses in the right-of-way of all zoning districts. Applications are subject to administrative review only (except for height exceptions or variations and design standards), and applications are not subject to zoning review or approval if they are located in the right-of-way in any zoning district or outside of right-of-way in property zoned exclusively commercial or industrial.

The Village Board passed an ordinance in June 2018 adopting and implementing the new regulations and permit fees. However, at the time the Board did not amend its zoning district to put them in as permitted uses in the right-of-way. Staff is proposing to add a new use category “Small Cell Antenna” to allow in all zoning districts if located in the right-of-way, and allowed in all other districts on private property but not residential zoning districts or DD Zoning District.

Trustee Stapleton asked if there were any restrictions on height or size.

Mrs. Tate said they are allowed to go ten feet above the pole.

Commissioner McGleam asked if these are put on top of ComEd poles.

Mr. Herman stated that they could.

Chairman Spinelli asked if there needs to be a requirement to have them so many feet off the ground.

Mrs. Tate said she had inquired about that and she was told that is not anything to worry about.

Chairman Spinelli stated he feels it should have a minimum of 12 feet.

Mrs. Tate said this proposal is just to add to the urban design section for the Downtown District. It talks about accessory structures attached to poles in the district. Anything attached to the poles must be reasonably concealed. She showed on the overhead different pictures of what the antennae can look like and what a “stealth” design can look like. Sometimes the stealth design can make things bigger.

Chairman Spinelli asked if they were not in favor of a stealth design and can they restrict it.

Mrs. Tate stated if it is in a Historic District or a Downtown District. You can't discriminate but you can make it a blanket design aesthetics. The word stealth can be taken out and just say it has to be reasonable concealed.

Chairman Spinelli said he agreed for both districts.

Commissioner McGleam asked if they should have it match the color of the pole, especially if it is a decorative pole.

Mrs. Tate stated they could add the color should match the structure it is attached to. The next section states that it requires the Historic Preservation Commission to notify the applicant of a public hearing by certified mail. It does not make sense to send this to the applicant when they are the ones who applied, so this is just being taken out.

Mrs. Tate said they have been notified by the Park District that they wish to host beekeeping classes and keep an apiary on their property located in the INT Zoning District. They have requested a location near the southeast corner of Centennial Park. The proposed amendment would allow beekeeping as a hobby with an aviary as an accessory use in the INT Zoning district. The use would be added to the accessory use table and definitions will be added. There are a few regulations that she had found from other communities. She then read those regulations.

Trustee Stapleton asked if a distance can be set from residential.

Mrs. Tate stated yes they can.

Commissioner Cunningham said signs should be posted.

Chairman Spinelli stated he agrees to just have it in the INT District to see how it goes and it should be at least 100 feet from property lines.

Mrs. Tate said the next part is regulations for lighting standards. The code does not have lot lighting standards. There are other regulations that are typically found in a local municipality's zoning code. One is requiring a photometric plan as part of a development plan, redevelopment plan and for all nonresidential projects and for residential developments that utilize parking lots.

Chairman Spinelli asked if it was for all developments proposing commercial lighting.

Mrs. Tate said she agrees that it needs to say that. She added some wording under "Glare". There was no requirement on height for any non-residential lighting, so this was added to the section. Also, adding all non-residential lighting is required to be turned off no later than 60 minutes after business hours only leaving lighting necessary for site security. Some things she would like to get the Commissions opinion on is to whether to add the following for freestanding poles:

- Be located within landscaped areas or planter islands, or on sidewalks maintaining an accessible sidewalk width.
- Be located on a concrete base where no more than eight (8) inches of the base is located above grade.
- Be located to avoid conflict with trees.

Chairman Spinelli asked if there is a requirement for a landscape island every 20 parking spots.

Mrs. Tate stated yes it is required.

Chairman Spinelli said if you are going to force it into an island then you are going to need higher wattages, taller light poles, forward throwing lights. He asked why they are against concrete base.

Mrs. Tate stated it is just to prevent concrete bases in the middle of a parking lot. Curbs tend to protect the lights.

Chairman Spinelli said if you are trying to reduce the nuisance lighting then you will have to reduce the pole height which then you are going to need more islands or you allow these in the stalls.

All Commissioners agreed to not add those regulations to freestanding poles.

Discussion continued in regards to photometric plans and how they are measured.

Mrs. Tate stated next is linear lighting which you find on commercial store fronts. She asked if the Commission wanted to add this or prohibit it. She showed pictures of the rope lighting at store fronts.

All Commissioners agreed to prohibit the linear lighting.

Mrs. Tate said the last thing is addressing aesthetics for accessory structures in non-residential districts. She then read the requirement.

Discussion continued as to when this would be used.

Mrs. Tate stated this would conclude the text amendments.

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to close the public hearing for Case 18-24. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

### **Plan Commission Recommendation**

Commissioner O'Connor made a motion, seconded by Commission McGleam to recommend to the Mayor and Board of Trustees approval of the UDO text amendments as discussed with the following changes:

1. Fencing: fence heights are not allowed at five feet, must be two feet off of property line, and softened corners. Remove the 20 feet from a public street. Measuring fence height will be based on the panel with a maximum of six feet wide panel.
2. Sheds must be behind principal structure but the setback can be reduced from 10 feet to 0 feet.
3. Remove the word "stealth" from small cell antennae but add color and harmony.
4. Beekeeping add 100 feet from property line and require signage.
5. Add non-residential to lighting standards, no further regulations to the freestanding pole bases and prohibit linear lighting.

A roll call vote was taken:

*Ayes: O'Connor, McGleam, Cunningham, Zolecki, Spinelli*

*Nays: None*

*Motion passed*

Commissioner Cunningham made a motion, seconded by Commissioner Zolecki to authorize the Chairman to approve the Findings of Fact for Case 18-24 as prepared by staff. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

*Minutes prepared by Peggy Halper*

TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Briarcliffe Townhomes Subdivision  
DATE: January 23, 2019

### **SUMMARY/ BACKGROUND**

M/I Homes of Chicago, LLC, has requested acceptance of public improvements in the Briarcliffe Townhomes subdivision and the release of their Letter of Credit.

The Briarcliffe Townhomes subdivision was completed in the summer of 2015, but due to personnel changes at M/I Homes, the request to enter in to the two-year maintenance period never occurred. Thus, over three years later, the developer is asking for full acceptance. Their punch list has been completed and the Village Engineer recommends final acceptance without the two-year, post-acceptance maintenance period and the release of their letter of credit.

### **STAFF RECOMMENDATION**

Approval of a resolution with the acceptance of improvements, waiving the maintenance period, and releasing the letter of credit.

### **BOARD ACTION REQUESTED**

A motion to approve the Resolution Accepting Public Improvements and Releasing the Letter of Credit for the Briarcliffe Townhomes Subdivision (Briarcliffe Estates)

### **ATTACHMENTS**

1. A Resolution Accepting Public Improvements and Releasing the Letter of Credit for the Briarcliffe Townhomes Subdivision (Briarcliffe Estates)



**VILLAGE OF LEMONT**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND  
RELEASING THE LETTER OF CREDIT FOR THE BRIARCLIFFE  
TOWNHOMES SUBDIVISION**

**(Briarcliffe Estates)**

**ADOPTED BY THE PRESIDENT  
AND BOARD OF TRUSTEES OF THE  
VILLAGE OF LEMONT  
THIS 28<sup>TH</sup> DAY OF JANUARY 2019**

**Published in pamphlet form  
by authority of the  
President and Board of  
Trustees of the Village of  
Lemont, Cook, Will and DuPage  
Counties, Illinois on this 28<sup>th</sup> day of  
January 2019**

**Resolution No. \_\_\_\_\_**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND RELEASING THE  
LETTER OF CREDIT FOR THE BRIARCLIFFE TOWNHOMES SUBDIVISION**

**(Briarcliffe Estates)**

**WHEREAS**, certain real property has been dedicated to the Village, as depicted on the Briarcliffe Townhomes Plat of Subdivision (attached hereto as Exhibit A), for the purpose of public infrastructure; and

**WHEREAS**, pursuant to the Lemont Unified Development Ordinance, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of public improvements; and

**WHEREAS**, in the matter of the Briarcliffe Townhomes subdivision, owned and developed by M/I Homes of Chicago, LLC, located generally north of 127<sup>th</sup> Street and west of Briarcliffe Drive in the Village of Lemont, an Irrevocable Letter of Credit No. SLCLSTL08586 was issued by US Bank in the original amount of \$192,952.00, and Irrevocable Letter of Credit No. SLCLSTL09021 was issued by US Bank in the original amount of \$528,596.04 to guarantee completion of public improvements in said subdivision; and

**WHEREAS**, the Irrevocable Letter of Credit No. SLCLSTL08586 was released and Irrevocable Letter of Credit No. SLCLSTL09021 was reduced, and as of July 22, 2013, the amount of said letter of credit was \$137,888.76; and

**WHEREAS**, Curtis Van Hyfte of M/I Homes of Chicago, LLC, requested acceptance of public improvements in Briarcliffe Estates subdivision and provided a Bill of Sale for the public improvements (attached hereto as Exhibit B); and

**WHEREAS**, Village Engineer James L. Cainkar inspected the public improvements and recommends acceptance of said completed public improvements located upon the dedicated property; and

**WHEREAS**, given the age of the public improvements and infrastructure, the Village is waiving the requirement set forth in Unified Development Ordinance of 2008 that typically obligates the owner or developer to provide a two-year subdivision maintenance period.

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

**SECTION ONE:** The foregoing recitals are hereby adopted and incorporated into and made a part of this Resolution as if fully set forth herein.

**SECTION TWO:** That the public improvements at Briarcliffe Townhomes subdivision are hereby accepted.

**SECTION THREE:** That the required two-year subdivision maintenance period is hereby waived.

**SECTION FOUR:** That the US Bank Letter of Credit No. SLCLSTL09021 in the amount of \$137,888.76 is hereby released.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28<sup>th</sup> day of January 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>Dave Maher</b>	_____	_____	_____	_____
<b>Ken McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____

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**JOHN EGOFSKE**  
**President**

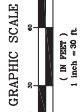
ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**

**EXHIBIT A**  
**Plat of Subdivision**

PARCEL IDENTIFICATION NUMBER  
22-30-30-009-0000



- LEGEND**
- SUBDIVISION LINE
  - 10'-0" WIDE DRIVEWAY
  - PROPOSED LOT LINE
  - CENTERLINE
  - PROPOSED EASEMENT LINE
  - PROPOSED BUILDING SETBACK LINE
  - SECTION LINE
  - LIMITS OF E.I.B.E. (EXCEPTION TO BLANKET EASEMENT)

- ABBREVIATIONS**
- E.I.B.E. EXCEPTION TO BLANKET EASEMENT
  - (###) RECORD DATUM
  - SP SET POINT
  - FRS FOUND IRON PIPE
  - PIP FOUND IRON PIPE
  - PT POINT OF TANGENCY
  - N NORTH
  - S SOUTH
  - E EAST
  - W WEST

- SYMBOLS**
- FRS
  - PIP
  - PT
  - SET CONCRETE MONUMENT

REVISIONS

NO.	DATE	DESCRIPTION
1	02/23/2012	ISSUED FOR PERMIT
2	02/23/2012	ISSUED FOR PERMIT

**CLIENT**  
M/A HOMES OF CHICAGO, LLC

**PROPERTY ADDRESS**  
...THORNBERY DRIVE  
LEMONT, ILLINOIS

**BASIS OF BEARING**  
ASSUMED THE W. LINE, SW. 1/4  
SEC. 30-37-11 TO BE N60°19'32"E

**SITE DATA**  
LOT 128: 207,517 SQUARE FEET  
OR 4.76 ACRES



DTS ENGINEERING, INC.  
1800 BARRETT DRIVE, SUITE 204  
LEWISVILLE, IL 60131  
(708) 328-4861  
IL Prof. Lic. No.: 184-0040020

**REVISION**

RE-SUBVISION OF LOT 129  
BRIARCLIFFE  
LEMONT, ILLINOIS

**FINAL PLAT**  
BRIARCLIFFE TOWNHOMES

DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: 02/23/2012

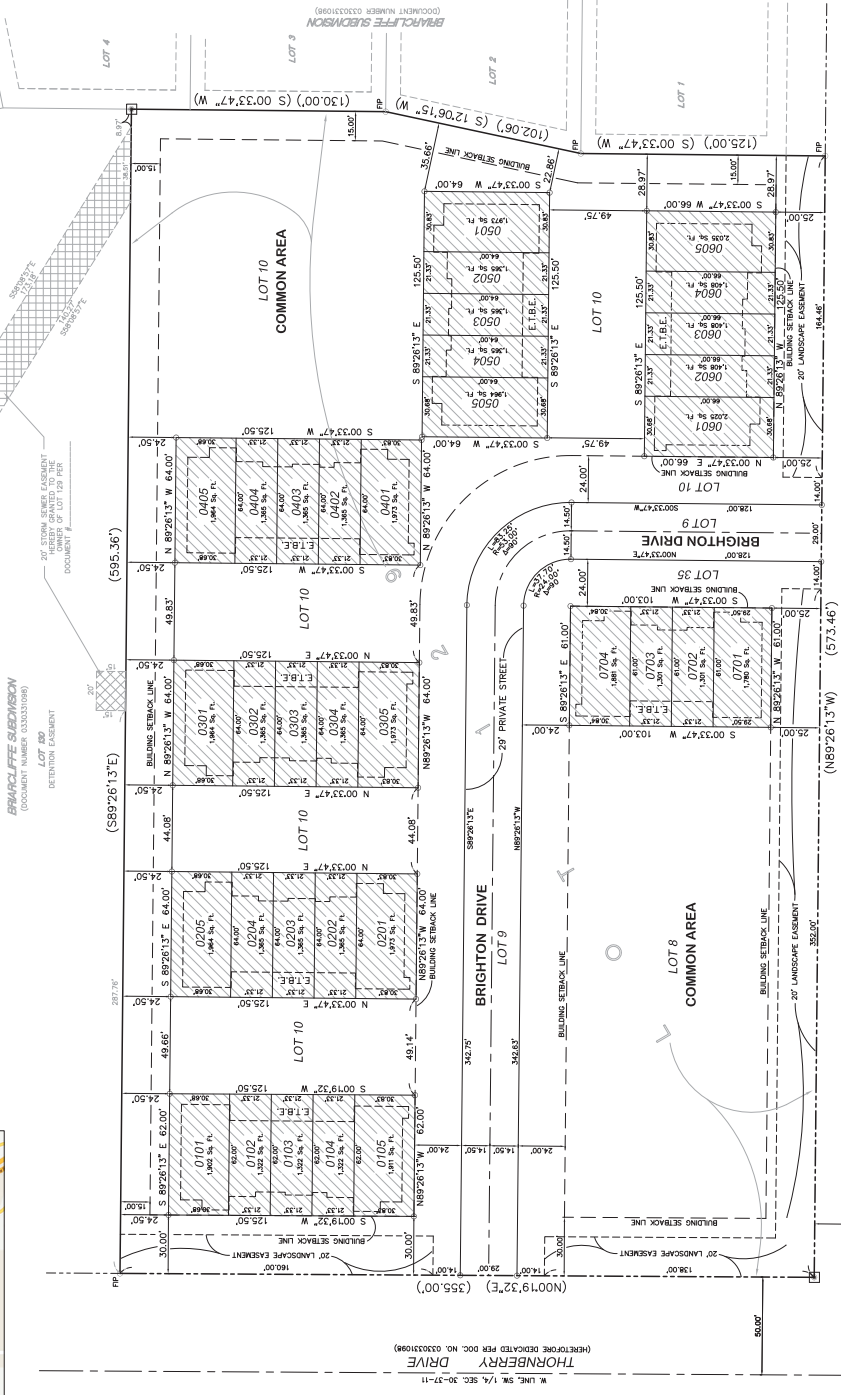
SHEET 1 OF 2

SCALE: 1" = 30'

**FINAL PLAT OF**

**BRIARCLIFFE TOWNHOMES**

BEING A RE-SUBDIVISION OF LOT 129 IN BRIARCLIFFE, BEING A SECTION 1/2 OF THE NORTHWEST FRACTIONAL 1/4 AND THE WEST 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



127TH STREET  
(REFERENCE INDICATED PER DOC. NO. 0303098)  
S. LINE, SW. 1/4, SEC. 30-37-11

20' PRIVATE STREET

20' BRIGHTON DRIVE

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

20' LANDSCAPE EASEMENT

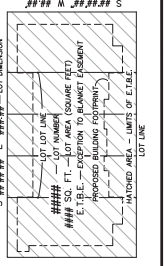
**NOTES**

- THAT SHALL BE NO DIRECT ACCESS TO THORNBERY DRIVE OR 127TH STREET FROM ANY OF THE COMMON AREAS OR DRIVEWAYS SHOWN AND DIMENSIONED ON THE FACE OF THIS PLAT.
- ALL AREAS ARE PLUS OR MINUS.
- THE BLANKET EASEMENT OVER ALL OF LOTS 8, 9 AND 10 IS HEREBY GRANTED.
- ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
- BRIGHTON DRIVE IS PRIVATE STREET. SEE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DETAILS.
- LOTS 8 AND 10 SHALL BE CONSIDERED A COMMON AREA. SEE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DETAILS.
- ACCESS TO INDIVIDUAL UNITS SHALL BE VIA PRIVATE DRIVEWAYS. SEE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DETAILS.

**LOT SUMMARY**

LOT NUMBER	BLDG/UNIT DETAIL	7,781 SQUARE FEET
LOTS 0101-0105		7,781 SQUARE FEET
LOTS 0201-0205		7,781 SQUARE FEET
LOTS 0301-0305		7,781 SQUARE FEET
LOTS 0401-0405		7,781 SQUARE FEET
LOTS 0501-0505		7,781 SQUARE FEET
LOTS 0601-0605		7,781 SQUARE FEET
LOTS 0701-0705		7,781 SQUARE FEET
LOT 8 (COMMON AREA)		49,274
LOT 9 (PRIVATE STREET)		15,604
LOT 10 (COMMON AREA)		88,364
<b>GROSS AREA</b>		<b>207,517 SQUARE FEET</b>

**LOT NUMBERS & BLDG/UNIT DETAIL**



**LOT/BUILDING LEGEND**

- S ###\*###\* E ###\*###\* LOT INTERSECTION
- #### LOT NUMBER
- #### LOT AREA (SQUARE FEET)
- E.I.B.E. EXCEPTION TO BLANKET EASEMENT
- PROPOSED EASEMENT LINE
- PROPOSED BUILDING SETBACK LINE
- LIMITED AREA LIMITS OF E.I.B.E.

**EXHIBIT B**

**Bill of Sale**

**BILL OF SALE**

Seller M/I Homes of Chicago, LLC of Naperville, IL in consideration of \$1.00, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over the buyer, Village of Lemont, an Illinois municipal corporation, at 418 Main Street, Illinois 60439, the following described personal property to wit:

**All Public Improvements associated with Briarcliffe Estates Lemont, Illinois as shown on the approved engineering plans.**

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

In Witness Whereof, Seller has signed and sealed this bill of sale in Naperville  
this 15<sup>th</sup> day of January, 2019

*[Signature]*  
Seal

Seal

State of IL

County of DuPage

I, Laura Baucom, a notary public in and for said

County, in the State aforesaid, DO HEREBY CERTIFY that

Curtis Van Hyfte

Personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument at this free and voluntary act, for the uses and purposed therein set forth. GIVEN under my hand and official seal this 15<sup>th</sup> day of January, 2019



*[Signature]*

Commission Expires 10/17/2020

TO: Village Board  
FROM: George J. Schafer, Village Administrator  
SUBJECT: Resolutions Authorizing Entering into a Labor Agreement with Metropolitan Alliance of Police, Lemont Chapter #39  
DATE: January 24, 2019

### **SUMMARY/ BACKGROUND**

The collective bargaining agreements for Lemont Police Officers represented by the Metropolitan Alliance of Police (MAP) Chapter #39 expired on April 30, 2018. Village Administration has been in negotiation with the bargaining team for MAP during the last several months to negotiate a successor collective bargaining agreement.

Village Administration has reached tentative agreement with the labor union for a three-year extension of the agreement. Administration approached the bargaining discussions with a goal of ensuring labor stability and keeping wage increase to a modest amount while gaining longer term financial stability via the addition of steps before the maximum pay ranges.

The tentative agreement calls for the following wage increases to take effect: May 1, 2018 (retroactive) of 2.0%; May 1, 2019 of 2.25%; and May 1, 2020 of 2.5%.

Besides salary adjustments, one of the changes include the addition of two steps to the plan which will help more effectively spread labor costs out in the future when the Village is financially able to hire new officers. The elongated pay plan, along with increases below last year's consumer price index, was in exchange for a new longevity stipend common among comparable contracts, for officers with the force longer than 11 years and an hours of work provision change.

Other than the changes listed above, there were few other changes in the agreements, apart from standard language being added to most contracts to reflect recent court decisions on fair share. There were other non-substantive verbiage changes made to the agreement as is typical of contract negotiations.

This contract is only for Chapter #39, the patrol union. Village Administration is in the process of negotiating a successor contract with the Sergeant's union, which we expect to follow soon after the patrol contract being executed.



## **PROS / CONS / ALTERNATIVES**

The advantages of approving the agreement include the following:

- The proposed wage increase is modest and below the consumer price index for the previous twelve months, below the Village's existing contract and below other comparable recent contracts that have settled or in arbitration.
- Salaries and benefits for officers will remain within the average of the Village's comparable communities.
- The Village was able to keep favorable language in the contract in terms of health insurance offerings and contributions.
- The Village will have predictable employee costs for the next three years which will help with economic forecasting and cost containment as well as annual budgeting.
- The Village avoids the additional monetary cost, limited staff time, and resource associated with mediation or arbitration.
- The agreements were reached in the spirit of labor-management cooperation and will help promote a continuing cooperation between the Village and the bargaining unit.

## **RECOMMENDATION**

Village Administration recommends that the Village Board approve the Resolution authorizing entering into a successor labor contract with the patrol union. Once executed, the provisions of the contract will be retroactive to May 1, 2018 and will be in place until April 30, 2021.

## **ATTACHMENTS**

- Resolution Authorizing Agreement
- Tentative Agreement – Collective Bargaining Agreement Between the Village of Lemont and Metropolitan Alliance of Police, Lemont Chapter #39 (attached is in draft form, minor changes may be made prior to execution that do not alter the terms of the agreement)

## **ACTION REQUIRED**

Motion to Approve



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**VILLAGE OF LEMONT**

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**RESOLUTION  
NUMBER R-\_\_-19**

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**A RESOLUTION AUTHORIZING ENTERING INTO A LABOR AGREEMENT**

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

***DEBBY BLATZER  
DAVE MAHER  
RYAN KWASNESKI  
KEN MCCLAFFERTY  
RICK SNIEGOWSKI  
RON STAPLETON***  
**Trustees**

**RESOLUTION NO. R-\_\_\_\_\_-19**

**A RESOLUTION AUTHORIZING ENTERING INTO A LABOR AGREEMENT**

**WHEREAS** the Metropolitan Alliance of Police, Lemont Police Chapter #39, is the exclusive bargaining representative for certain employees within the Police Department; and

**WHEREAS** this Village Board has been and continues to be desirous of maintaining harmonious relations with its employees, regardless of their union representation or if they elect to continue to represent themselves in employment related matters; and

**WHEREAS** the Village and Metropolitan Alliance of Police, Lemont Police Chapter #39, have conducted negotiations resulting in a recommendation that a successor Labor Agreement be adopted by this Village Board subsequent to ratification by the Alliance membership, a copy of which is attached hereto as Exhibit A and incorporated by reference hereof; and

**WHEREAS**, the Mayor and Board of Trustees of the Village find that it is in the best interests of the Village to authorize the Labor Agreement attached as Exhibit A (“Agreement”) with the Metropolitan Alliance of Police, Lemont Police Chapter #39.

**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: RECITALS.**

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

**SECTION 2:**

Subject to attorney review, the Agreement with the Metropolitan Alliance of Police, Lemont Police Chapter #39 is hereby approved and authorized in substantially the form as Exhibit A attached hereto.

**SECTION 3:**

The Village President or his designee is hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit “A.”

**SECTION 4:**

That said Labor Agreement be appropriately filed with the Illinois State Labor Relations Board.

**SECTION 5: EFFECTIVE DATE.**

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

*Intentionally left blank.*

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 \_\_\_\_\_ 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

\_\_\_\_\_  
John Egofske, Village President

*Attest:*

\_\_\_\_\_  
Charlene M. Smollen, Village Clerk

## **EXHIBIT A**

**TENTATIVE AGREEMENT**

**9/17/18**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE VILLAGE OF LEMONT**

**AND**

**METROPOLITAN ALLIANCE OF POLICE**

**LEMONT POLICE CHAPTER #39**

**2018-2021**

## **PREAMBLE**

This Agreement is made and entered into by and between the Village of Lemont (hereinafter referred to as the "Village" or "Employer") and the Metropolitan Alliance of Police, Lemont Police Chapter #39 (hereinafter referred to as the "Union").



## **ARTICLE I RECOGNITION**

### **Section 1.1 - Representative Unit**

The employer recognizes the Union as the sole and exclusive representative for all sworn police officers of the employer in the job classification of police officer and excluding all sworn police officers above the rank of police officer and all supervisors, managers, and confidential employees.

### **Section 1.2 - Application of Agreement**

The terms of this Agreement are applicable only to full-time sworn police officers.

## **ARTICLE II UNION SECURITY**

### **Section 2.1 - Dues Checkoff**

With respect to any employee from whom the employer receives individual written authorization, signed by the employee in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Union and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made, the amounts deducted shall be set by the Union.

### **Section 2.2 - Indemnification**

As long as the initial action is not brought by the Village, the Union shall indemnify and hold the Village harmless against any and all claims, demands, suits or other forms of liability brought against the Village, including costs and attorney's fees that may arise out of or by reason of any action taken by the Village for the purpose of complying with the provisions of Section 2.1, Dues Checkoff., . If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

**ARTICLE III**  
**NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

**ARTICLE IV  
LABOR MANAGEMENT  
COMMITTEE**

At the request of either party, the Union Steward and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union steward may invite other bargaining unit members and/or Union Officials (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting, and if such attendance is approved by the Police Chief, the employee will be permitted to attend the meeting during his/her regular hours of work with **no** loss of pay.

A labor-management committee meeting shall not be used for the purpose of discussing any matter this is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

**ARTICLE V  
ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the life of this Agreement, each voluntarily and unqualifiedly agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in, this Agreement.

This Agreement supersedes and cancels all prior practice and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letter of understanding executed concurrently with or subsequent to this Agreement constitutes the complete and entire Agreement between the parties.

## **ARTICLE VI CONTINUITY OF OPERATION**

### **Section 6.1 - No Strike**

Neither the Union nor any officer, member of the Union or officer covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by an officer or officer group. Neither the Union nor any officer, member of the Union, or officer covered by this Agreement shall refuse to cross any picket line, by whomever established.

### **Section 6.2 - Union's Responsibility**

Should any activity prescribed in section 1 of this Article occur, the Union shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the employee in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the employer to accomplish this end.

### **Section 6.3 - Discharge of Violators**

The employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except as to the issue of whether an employee participated in the prohibited action.

### **Section 6.4 - No Lockout**

The employer agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

### **Section 6.5 - Reservation of Rights**

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available.

**ARTICLE VII  
BILL OF RIGHTS**

The Uniform Peace Officer' Disciplinary Act (50 ILCS 725/1 et seq.) is hereby adopted by reference.

## **ARTICLE VIII WORKING CONDITIONS**

### **Section 8.1 - Locker Provided**

The Village shall provide a locker for each bargaining unit employee.

### **Section 8.2 - Eating Area**

The Village shall provide an eating area for employees.

### **Section 8.3 - Loss of Personal Property**

Personal property carried by an on-duty officer which is required for the performance of the officer's duties, and which is damaged by a third party during the performance of the officer's duties, shall be repaired or replaced at a reasonable value not to exceed a total of \$250.00 per year. In the event the officer receives restitution or other reimbursement, the amount expended by the Village shall be reimbursed by the officer to the extent of restitution or reimbursement received.

### **Section 8.4 - Drug/Alcohol Testing**

The Village acknowledges that no random drug and alcohol testing policy may be implemented without bargaining over the issue pursuant to the Illinois Public Labor Relations Act. The drug and alcohol testing policy is set forth in this Agreement at Appendix C.

### **Section 8.5 - Fitness for Duty**

Any concern regarding an employee's fitness for duty will be determined as described in the Village of Lemont Police Department Policy Manual published on 04/16/2018.. Appeal of any discipline arising out of any question of an employee's fitness for duty will be subject to the grievance procedure of this Agreement. Prior to any employee being disciplined and/or terminated because of a lack of fitness for duty, the employee will be subject to an examination by a licensed medical professional jointly selected by the Village and the Union. If the Village and Union are unable to agree, the parties shall submit a request to INSPE (or other mutually agreed upon vendor) for selection of an appropriate health care provider. The employee may be reassigned or placed on the appropriate benefit leave or paid administrative leave pending the outcome of the medical examination.

### **Section 8.6 - Driver's Licenses**

Employees are required to be able to legally drive a vehicle while at work. Employees shall immediately report to the Chief any change to, or restriction on, their driver's licenses.

Appeal of any discipline arising out of the status of a member's driver's license will be subject to the grievance procedure of this Agreement.

### **Section 8.7 – Use of Audio/Video Cameras**

The Village may use squad car video and stationary surveillance cameras for law



enforcement purposes. The use of any other recording system such as body cameras will not be used without bargaining the effects of such system or mandate. Supervisory review of audio visual (AV) recordings from such cameras shall not be done arbitrarily. Upon the initiation of an informal inquiry or formal investigation pursuant to the Uniformed Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.), a bargaining unit member will only be questioned after the employee and/or the employees' union representative have been allowed to observe all the AV recordings involving the subject matter of the complaint or investigation.

In any disciplinary arbitration hearing conducted pursuant to the provisions of Article 8 (Grievance Procedure) of this Agreement, the Village is barred from seeking to introduce any admission(s) or statements(s) made by a bargaining unit member during the course of any such inquiry or investigation that were made in violation of the provisions of this section. Any questions concerning the admissibility of any AV surveillance will be left to the trier of fact. The provisions of this Section shall not be applicable to any investigation or interrogation involving allegations of criminal wrongdoing.

**ARTICLE IX  
PERSONNEL FILES**

**Section 9.1 - Personnel Files**

Employees shall be entitled to inspect their personnel files in accordance with the provisions of 820 ILCS 40/1 et seq. No material shall be placed in an employee's personnel file unless the employee has had an opportunity to view the material. Employees have the right to review their personnel file, medical file, and other non-confidential documents relating to the employee's employment at the Village otherwise subject to disclosure under applicable law.

**Section 9.2 - Forms**

No employee shall be required to sign undated or incomplete forms.

## **ARTICLE X SENIORITY**

### **Section 10.1 - Definition of Seniority**

Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as an officer's length of full-time continuous service as a police officer in the Lemont Police Department.
- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Police Commission's eligibility list.
- C. Bargaining unit employees shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary officers shall have no seniority rights. If an officer satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

### **Section 10.2 - Loss of Seniority**

An officer's seniority will terminate in the following circumstances:

- A. The officer resigns or quits;
- B. The officer retires;
- C. The officer is discharged or permanently removed from the payroll, and the separation is not reversed;
- D. The officer does not return to work at the expiration of a leave of absence;
- E. The officer is absent for three (3) consecutive scheduled work days without authorization; or,
- F. The officer does not return to work when recalled from layoff.

### **Section 10.3 - Application of Seniority**

Seniority shall be considered for the following:

- A. Vacation preference for patrol except for detectives (criminal and juvenile) who shall be drawn apart from patrol.
- B. Layoffs as specified in the Illinois Compiled Statutes.

#### **Section 10.4 - Layoffs and Recall**

Should the employer in its sole discretion determine that it is necessary to decrease the number of officers in the bargaining unit, it will lay off and recall officers in accordance with the provisions set forth in the Illinois law. Where applicable, affected officers and the Union will be given notice of contemplated layoffs. Laid off officers will have recall rights for a period of two (2) years.

#### **Section 10.5 - Failure to Respond to Recall**

If an officer fails to timely respond to recall notice by return mail or in person, his name shall be removed from the recall list. Pursuant to 65 ILCS 5/10-2.1-18; an officer must make written application for reinstatement within thirty (30) days after notification of recall.

#### **Section 10.6 - Seniority List**

As soon as practicable after signing of this contract, the employer will furnish the Union a list showing the name, address, job title and last hiring date of each officer in the bargaining unit, whether the officer is entitled to seniority or not. The employer shall post a similar list without officers' addresses. Within thirty (30) calendar days after the date of posting, an officer must notify the employer of any alleged errors in the list or it will be considered binding on the officer and the Union. When changes or additions to those lists become necessary, the employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. Within thirty (30) calendar days of such posting, an officer must again notify the employer of any alleged errors or the information in the list shall be considered binding on the officer and the Union.

**ARTICLE XI  
GRIEVANCE PROCEDURE**

**Section 11.1 - Definition**

A "grievance" is defined as a dispute or difference of opinion between an employee (or the Union) and the Village involving the meaning, interpretation or application of the specific provisions of this Agreement.

**Section 11.2 - Procedure**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the Police Chief. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than twenty (20) business days from the date of the occurrence of the matter giving rise to the grievance, except that for errors in pay, the time period shall be twenty-five (25) business days. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance. The Police Chief shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Police Chief shall render a written response to the grievant with ten (10) business days after the grievance meeting.

STEP 2: If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within five (5) business days after receipt of the Village's answer to Step 2. Thereafter, the Village Administrator or his designee shall meet with the grievant and a Union representative within fifteen (15) business days of receipt of the Union's appeal. The Village Administrator or designee shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

**Section 11.3 - Arbitration**

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may advance the grievance to arbitration by serving the Village Administrator with written notice of its intent to proceed to arbitration within fifteen (15) business days of receipt of the Village's answer provided to the Union at Step 2. Selection of an arbitrator will be accomplished as follows:

- A In the absence of agreement of neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (FMCS) for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those having an office in Illinois, Indiana, Wisconsin, Michigan, or Iowa. Both the Village and the Union shall each have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The Village and the Union shall alternatively strike names from the panel. The order of striking names shall be determined by a coin toss with the losing party striking the first and the third names. The remaining person shall be the arbitrator.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and Village representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 11.4 - Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at Step 1 or at Step 2 (by the Union). The decision or award of the arbitrator shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

#### **Section 11.5 – Miscellaneous**

**11.5.1** A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.

**11.5.2** No grievance may be filed more than twenty (20) business days (25 business days for errors in pay) from the day of the discovery of the original occurrences of the event giving rise to the grievance. No grievance filed after the 20-day period (25-days for errors in pay) shall be processed. The failure of an employee to file or appeal a grievance within the time limits set forth herein will act as a bar to any further appeal.

**11.5.3** Any decision not appealed by the employee or the grievant as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. Time limits at each step may be extended by mutual agreement of the grievant and the Village.

**11.5.4** No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

**Section 11.6 - Promotion**

It is understood that matters involving promotion are subject to the jurisdiction of the Chief of Police and the Board of Fire and Police Commissioners and are not subject to this grievance procedure.

**ARTICLE XII**  
**UNION OFFICERS**

The Village recognizes the right of the Union to select Union officers, representatives, or stewards, and the Union agrees to furnish the Village, within 2 weeks of ratification of this Agreement, with the names of the officers, representatives, or stewards selected by the Union. Union officers, representatives, and/or stewards are not permitted to conduct Union business during work hours without the permission of the Chief of Police.



**ARTICLE XIII**  
**UNION REPRESENTATIVE**

The Village agrees that non-employee officers and representatives of the Union shall have reasonable access to designated areas of the premises during normal Village Hall working hours with advance notice to the Chief. Such access shall be for the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees or interfere with the confidential operation of the Department. The Village reserves the right to designate the accessible areas as provided herein.

## **ARTICLE XIV DISCIPLINE**

### **Section 14.1**

The parties agree that all newly employed Patrol Officers are required to serve a probationary period of twelve (12) months following successful completion of all formalized training, including the Police Officer Basic Training Course prescribed by the Illinois Police Training Standards Board, and the Department's 12-week field training program. Under no circumstances shall probation run longer than 18 months from the date of hire. During the probationary period, the officer is an employee-at-will and may be disciplined or discharged without notice and without cause, and without recourse to the grievance procedure.

### **Section 14.2**

If the Village has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public. A violation of this section shall not be cause to rescind any disciplinary action.

### **Section 14.3**

In cases of oral reprimand, notation of such oral reprimand shall become a part of the employee's personnel file and a copy given to the employee.

### **Section 14.4**

All oral and written reprimands shall be expunged upon written request of the employee after eighteen (18) months from the date of discipline if the employee has not been disciplined for a similar incident.

All suspension of five (5) days or less issued by the Chief shall be expunged upon written request of the employee after four (4) years from the date of discipline if the employee has not been disciplined for a similar incident and if the employee did not appeal the suspension to the Board of Fire and Police Commissioners.

### **Section 14.5**

A suspension day is defined as an 8-hour day.

### **Section 14.6 Employee Choice of Disciplinary Forum**

#### **14.6.1. Contesting Discipline - Oral and Written Reprimands**

Oral and written reprimands shall be subject to the Grievance Procedure Article of this Agreement but shall not be subject to arbitration. However, the employee has the right to submit a written response to be attached to the reprimand.

#### **14.6.2. Contesting Discipline - Suspensions and Termination**

Prior to imposing discipline, involving a suspension or termination, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the

employee of the proposed discipline and the factual basis therefore. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the Union's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners (BOFPC), but not both. In order to exercise this option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix B). The Election Form shall be given to the officer and the Union by the employer, at the time the officer is formally notified of the Decision to Discipline. The Union shall have ten (10) calendar days upon receipt of Election Form to tender the executed Election Form to the Chief or the Chief's designee. At any point prior to the Election Form being delivered, the employee may demand to be heard before the BOFPC and forego the grievance process.

For discipline involving suspensions or termination, if arbitration is selected, the Chief of Police has the right and discretion to impose discipline immediately upon the receipt of the Election Waiver and Release Form. In such cases, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration Step. During this process, the employer shall have the burden of proving the discipline was issued for just cause.

If the Election Form is filed more than ten (10) days after notice is provided to the Union and employee, such failure shall be deemed a waiver of the right to contest discipline via arbitration and require the Chief to file charges before the BOFPC.

Any of the deadlines mentioned in this Section may be extended by mutual agreement of the parties.

**ARTICLE XV**  
**MILEAGE REIMBURSEMENT**

An employee who is required and authorized by the employer to use his private vehicle for Village business shall be reimbursed at a per mile rate as established by the Village for all Village employees.

**ARTICLE XVI**  
**PARTIAL INVALIDITY**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

**ARTICLE XVII**  
**BULLETIN BOARDS**

The employer will make a bulletin board available for the use of the Union in non-public locations. The union will be permitted to have posted on this bulletin board notice of a non-controversial nature, but only after submitting them to the Chief or his designee for approval and posting. There shall be no distribution or posting by employees of advertising political material, notices or other kinds of literature on the employer's property other than herein provided.

**ARTICLE XVIII  
REGULAR HOLIDAYS**

**Section 18.1 Holidays**

A. The following shall be paid holidays for all eligible employees:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day Independence  
Day Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

On occasions when a majority of un-sworn Village employees are released early by the Mayor or Village Administrator, those patrol officers whose shift started on the day release time was granted will be allocated three (3) additional hours of compensatory time. Officers who have accrued the maximum amount of compensatory time will be allocated three (3) hours of personal time.

B. Employees Assigned to Shift Schedules

1. If an officer is regularly scheduled to work, and works on a holiday, compensation will be at two and one-half (2-1/2) times the officer's hourly rate for each hour worked.
2. If a holiday falls on an officer's regularly scheduled non-vacation day off, he will receive compensation equivalent to 8.4 hours at base rate pay in lieu of a day off.

C. Employees Regularly Assigned to a Monday - Friday Schedule

Officers regularly assigned to a Monday through Friday schedule will receive the day off on the celebrated holiday. If a holiday falls on a Saturday, the holiday will be celebrated on the preceding Friday. If a holiday falls on a Sunday, the holiday will be celebrated on the following Monday.

D. All Employees

If a holiday falls on an officer's scheduled vacation day, the officer shall receive compensation equal to 8.4 hours of base pay in lieu of a day off.

**Section 18.1.2 - Overtime or Recall on a Holiday**

Officers working outside of their regular reoccurring shift will be paid three (3) times their regular rate of pay for every hour worked if it falls on a holiday as listed in Section 18.1 of this agreement.

Officers who have been given the day off in lieu of holiday pay and have been recalled to work will also be paid three (3) times their regular rate of pay for every hour worked on the holiday.

**Section 18.1.3 - Overtime as a Special Detail on a Holiday**

Officers working a special detail in which the Village is reimbursed by an outside entity will be paid at the standard overtime rate of one and one-half (1 ½ ) times the officers hourly rate, and does not exclude the officer from receiving the other benefits listed in this Section (18.1).

**Section 18.2 - Personal Holidays**

All officers assigned to work 2184 hours will receive forty-two (42) hours of personal time off with pay to be used within the calendar year, all officers working 2080 hours will receive thirty- two (32) hours of personal time off with pay to be used in the calendar year. Any requests for personal days must be approved at least three (3) days in advance unless waived by the Police Chief or his designee, and must not conflict with the manpower requirements of the department. Any personal days not used within the calendar year will be lost. Personal Time shall be added annually at the start of every new calendar year.



## **ARTICLE XIX INSURANCE**

### **Section 19.1 - Health and Major Medical Insurance**

The Village shall select and provide a health and major medical insurance program for employees and dependents. The Village, at its option, may include the provision of vision care and dental care with the benefits to be determined by the Village. The Village shall provide bargaining unit employees with major medical and life insurance coverage at the same level of benefits and the same level of employee premium contributions which it provides to the general non-bargaining unit work force of the Village. The village reserves the right without future bargaining with the Union, to change the level of benefits provided bargaining unit employees, and to change the employee premium contribution requirements of bargaining unit employees under the foregoing insurance coverage so long as any such change is also applicable to the general non-bargaining unit work force of the Village.

### **Section 19.2 - Life Insurance**

The Village shall select and provide group life insurance benefits for employees equal to the individual employee's annual salary with a minimum benefit under this Section 19.2 of one hundred thousand (\$100,000.00) effective no later than July 15, 2015. The Village shall pay the entire premium for said coverage.

### **Section 19.3 - Death of an Officer in the Line of Duty**

In the event that an officer dies in the performance of his duties, and the death is not subject to the benefits provided by the Public Safety Employee Benefits Act, the Village shall pay the full premium for the continuation of the then current health/major medical insurance for the officer's spouse and minor children for a period of five (5) years, or until a surviving spouse dies, remarries or becomes eligible for social security benefits, or until a surviving minor dependent attains the age of twenty-one years. In addition, the Village shall provide reimbursement of up to five thousand dollars (\$5,000.00) for burial expenses.

### **Section 19.4 - Cost Containment**

If an employee can prove they have health insurance from another source and elect to be covered by health insurance that is not provided by the Village, then the Village will pay that employee the greater of \$1,750 per fiscal year or whatever other Village employees receive. This amount will be divided into 12 equal payments and paid to the employee once per month on the second regularly scheduled payroll check. In the event that an employee returns to a Village sponsored health plan during open enrollment, or the employee is eligible to return during non-open enrollment, monthly payments to the employee will cease upon the date of return.

### **Section 19.5 – Post-Retiree Health Account**

The parties shall form a committee to explore and potentially implement a retiree health insurance plan ( RHSP/VEBA). The committee shall be comprised of an equal number of representatives from the Union and the Employer. A majority of the full committee must approve any recommendations for consideration by the Union and Village. All committee recommendations are subject to approval by the Union and Village.

**ARTICLE XX  
PAID VACATIONS**

**Section 20.1 - Eligibility and Accrual**

Paid vacations are provided to employees in accordance with length of continuous service. Annual vacation is earned at the commencement of each fiscal year according to the following accrual schedule:

<u>Length of Service</u>	<u>Annual Vacation 80 Hours Shift</u>	<u>Annual Vacation 84 Hour Shifts</u>
Less than five (5) years	80 hours	84 hours
Upon reaching fifth (5 <sup>th</sup> ) Anniversary of Employment	120 hours	126 hours
Upon reaching tenth (10 <sup>th</sup> ) Anniversary of Employment	160 hours	168 hours
Upon reaching fifteenth (15 <sup>th</sup> ) Anniversary of Employment	200 hours	210 hours
Upon reaching twentieth (20 <sup>th</sup> ) Anniversary of Employment	240 hours	252 hours

Covered officers who utilize vacation and subsequently leave the employ of the Village shall be required to reimburse the Village for the pro rata share of used but unearned vacation, (e.g., a first year officer utilizing 80 hours of vacation in June and departing the Village on October 31 shall be responsible for reimbursing the Village for 40 hours of vacation time used).

**Section 20.2 - Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

**Section 20.3 – Scheduling**

Shift assignments for the upcoming year shall be published by no later than January 31<sup>st</sup> of each year and will take effect on the first pay period in May.

Sign-up for annual vacations will begin on February 1<sup>st</sup> and run through March 1<sup>st</sup>. Approved vacations will be posted no later than March 15<sup>th</sup>. A sign-up sheet will be posted providing each officer the opportunity to select vacations. Vacations will be allocated according to shift. After March 15, vacations will be on a first come, first served basis according to shift

Adjustments, cancellations, and re-scheduling of vacation periods may occur during the fiscal year, provided a minimum of thirty (30) days written notice is given to the Chief or his designate and that they do not conflict with previously scheduled employee vacation periods. Any such adjustment or scheduling shall be granted based on a first come basis.

A maximum of eighty-four (84) vacation hours may be carried over to the following fiscal year. In all other instances no carry over for vacation is permitted and all unused vacation at the end of a fiscal year shall be forfeited.

All vacation requests are subject to manpower constraints and the authorization of the Chief of Police or his designate. The Chief of Police or his designate may, to meet emergencies, order an Officer(s) to forego or cancel all or part of his vacation. The employee will be allowed a non-conflicting vacation period at a later date.

**Section 20.4 - No Accumulation**

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

**ARTICLE XXI**  
**WORKER'S COMPENSATION**

Worker's Compensation shall be subject to state statute.

**ARTICLE XXII  
SHORT-TERM DISABILITY**

**Section 22.1 - Short-Term Disability**

If an employee shall require a leave of absence for medical reasons, and such leave extends beyond any accrued sick leave, vacation, personal days or compensatory time due, the employee may request to be placed on unpaid short-term disability status. During such unpaid leave, the employee may be eligible for disability earnings subject to the pension and/or insurance policy in force. Any short-term disability shall be documented with a written medical statement. Approval of short-term disability status shall be the role of the Village Administrator.

Sick leave, vacation, holiday benefits and seniority will not accrue during the short-term disability, and the employee's anniversary date shall be adjusted according to the length of absence. Health and life insurance benefits will be maintained during the disability leave, according to the provisions of the policy in effect, and provided that the employee pays the full premium amount.

If a short-term disability leave is granted for a period of three (3) calendar months or less, the employee's position will remain vacant until expiration of the leave. Reinstatement shall only occur if the position has not been eliminated due to reorganization or budgetary constraints. Unpaid leaves in excess of three (3) months provide no guarantee of reinstatement to the former positions, unless approved by the Village Administrator.

Upon expiration of a leave of absence the Village Administrator shall attempt to reinstate the employee to his/her former position or one that is similar, depending upon qualifications.

The Village will provide written notice of termination to an employee who has not returned to work within five (5) days after the disability period.

Officers assigned to temporary light duty assignments shall be paid at their regular rate of pay.

**Section 22.2 - Family and Medical Leave**

An employee shall be entitled to Family and Medical Leave as provided by law. All paid sick leave which is used for an FMLA eligible event shall run concurrently with FMLA leave and shall be deducted from an employee's annual FMLA leave time.

**ARTICLE XXIII  
VOLUNTARY LEAVE OF ABSENCE**

An unpaid leave of absence may be requested by employees with more than one (1) year of continuous service. Requests for leave must not exceed six (6) months. Requests for leave shall be made in writing to the Department Head along with an explanation of the reason for the request. Unpaid leaves may be granted with the approval of the Village Administrator. Unpaid leaves of absence for sworn personnel shall be subject to state statutes.

Sick leaves, vacation, holiday benefits, and seniority will not accrue during the leave of absence, and the employee's anniversary date shall be adjusted according to the length of absence. Health and life insurance benefits will be maintained during the leave of absence according to the provisions of the policy in effect and provided that the employee pays the full premium amount. Upon return to duty, employees will receive credit for all unused sick or vacation leave earned prior to the leave of absence.

If a leave of absence is granted for a period of one (1) calendar month or less, the employee's position will remain vacant until the leave expires. Reinstatement shall only occur if the position has not been eliminated due to reorganization or budgetary constraints. Unpaid leaves in excess of one (1) month provide no guarantee of reinstatement to the former position, unless approved by the Village Administrator. A medical leave of absence (short-term disability) is subject to rules as outlined in Article XXII.

Upon expiration of a leave of absence the Village Administrator shall attempt to reinstate the employee to his/her former position or one that is similar, depending upon qualifications. If no position is available upon expiration of the leave of absence, the employee may be considered for future openings depending upon qualifications.

The Village shall provide written notice of termination to an employee who has not returned to work within five (5) days after the leave of absence has ended.

Denial of a voluntary leave of absence shall not be subject to the grievance procedure. An employee may request a meeting with the Village Administrator to discuss the denial.

**ARTICLE XXIV  
MILITARY LEAVE**

Military leave will be granted as required by state or federal law.

**ARTICLE XXV  
JURY LEAVE**

Employees shall receive their regular base pay for the time spent on jury duty. Employees not required to report for jury duty are expected to report to work for their regularly scheduled shift. Any checks or payments made to the employee for jury duty need not be signed over to the Village and, instead, are the employee's to keep.

**ARTICLE XXVI**



## **FUNERAL LEAVE**

An employee will be granted a maximum of five (5) paid regularly scheduled shifts funeral leave due to death in the immediate family. The immediate family is defined to include: spouse, child, mother, father, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents, step parent, step/half siblings, step children or guardian. Additionally, an employee will be approved up to one (1) paid sick day for the death of other close relatives not listed above.

## **ARTICLE XXVII**

## **OUTSIDE EMPLOYMENT**

The Chief of Police, in his sole discretion, may restrict off-duty employment in the best interest of department operations. Patrol Officers may be allowed to engage in off-duty employment subject to the prior written approval of the Chief of Police or his/her designee.

**ARTICLE XXVIII  
CLOTHING ALLOWANCE & EQUIPMENT**

**Section 28.1 - New Employees**

Officers starting on the Police Department shall be equipped with uniforms and equipment by the Village in accordance with the list described below. Equipment and uniforms issued to new officers will be returned to the Village if the officer fails to complete eighteen (18) months of service with the Village. The employer will provide all initial gear and will pay for employees to comply with any changes in required equipment or clothing.

1. Hats
  - a. 1 hat with rain cover
  - b. 1 winter
  - c. 1 baseball type cap
  
2. Outerwear
  - a. 1 three-season jacket
  - b. 1 rain jacket
  - c. 1 pair gloves
  - d. 1 dress uniform blouse/coat
  
3. Badges/Shields/Nameplates
  - a. 2 badges
  - b. 2 nameplates
  - c. 1 hat shield
  
4. Shirts
  - a. 3 long sleeve
  - b. 3 short sleeve
  - c. 1 polo shirt
  - d. 1 turtleneck
  - e. 1 sweater (wooly pully)
  
5. Ties
  - a. 1 tie
  - b. 1 tie bar
  
6. Pants
  - a. 3 pairs side-pocket trousers
  - b. 1 pair dress pants
  - c. 1 belt

7. Shoes
  - a. 1 pair dress shoes
  - b. 1 pair duty boots
  
8. Duty Gear
  - a. 1 duty belt system (pant belt with gun belt)
  - b. 1 gun holster
  - c. 1 double ammo magazine pouch
  - d. 1 handcuff case (single or double)
  - e. 4 double snap keepers
  - f. 2 sets of handcuffs with keys
  - g. 1 radio holder
  - h. 1 radio microphone holder
  - i. 1 key holder
  - j. 1 rechargeable flashlight
  
9. Protective bulletproof vest with exterior cover
  
10. Reflective traffic safety vest
  
  
11. Capstun device with holster
  
12. Electronic Stun Device (Taser) with holster (Department property – subject to return)
  
13. Collapsible baton with holster
  
  
12. 50 rounds of duty ammunition along with 2 ammunition magazines

**Section 28.2 - Uniform Allowance**

By May 5th of each year of this Agreement, each officer shall receive a separate one thousand dollars (\$1000) check for his/her annual uniform allowance to be used for the replacement and acquisition of authorized uniform components and equipment. An officer assigned to plainclothes duty as a regular assignment may use said amount for civilian clothes needed for plainclothes duty.

**Section 28.3 - Protective Vest Replacement**

The Village shall replace protective vests five (5) years from the manufacture date of the vest.

**ARTICLE XXIX  
EDUCATIONAL BENEFITS**

A full-time employee with at least one year of service with the Department may seek reimbursement for job-related college courses in accordance with the provisions of this section. All requests shall be subject to the approval of the Village Administrator, and subject to the availability of funds.

Reimbursement shall be subject to the following criteria:

1. A written request by the employee with all supporting documents to the Chief prior to registration.
2. The course or curriculum must be, in the opinion of the Village Administrator, related to the employee's job, and approved by the Village Administrator prior to enrollment.
3. The amount of funds budgeted by the Village, and available for reimbursement on a village wide basis.
4. Courses must be taken from an accredited college or university.
5. The employee must receive a minimum grade of "C" or its numerical equivalent.
6. Reimbursement is limited to tuition, books and laboratory fees which must be supported by presentment of an official receipt of payment issued by the institution attended.
7. Classes are not to be taken during employee's work hours.
8. The employee must sign an agreement to repay the Village for all reimbursement received, if the employee leaves the employment of the Village for any reason prior to the completion of a period of one (1) year after completion of the course so reimbursed, including therein an agreement for withholding of said amount from the employee's last payroll check or checks.

Reimbursement shall be limited to a maximum of Three Thousand Dollars (\$3,000.00) per employee during any calendar year. In the event that funding is not available for all village employees who have been approved for reimbursement, the Village Administrator may prorate the reimbursement among the approved employees.

## **ARTICLE XXX SICK LEAVE**

### **Section 30.1 - Absence from Work**

When practicable, absences from work must be reported to the Supervisor in charge a minimum of two (2) hours prior to their assigned work shift. Unauthorized absence from work is to be regarded as an unpaid absence without leave. Instances of absence without leave may be grounds for disciplinary action.

If an officer becomes ill during working hours, he must notify his supervisor before leaving work.

If more than two (2) occasions occur within one (1) year and an employee fails to notify a Supervisor within the minimum two (2) hours, that employee will be subject to the minimum two (2) hour requirement.

### **Section 30.2 - Sick Leave Usage**

Sick leave may be used only for illness for employee, or for the illness or injury of any person residing with the employee, any person covered under FMLA, or as provided by applicable law. If the duration of the illness lasts longer than one day, the employee must notify the Chief of Police and/or his designate daily. An employee may be required after three (3) consecutive days absence to furnish a certificate from a licensed physician to support their sick leave claim. The employee may be required to be examined by a physician designated by the Village at the expense of the Village. Sick leave may only be used in increments of no less than one (1) hour. Failure to follow the foregoing procedures or providing false or misleading information may result in the absence being considered an unexcused absence for which no pay will be received and may result in disciplinary action.

### **Section 30.3 - Sick Leave Accrual**

Employees working 2080 hours during a year will receive eight (8) hours for each month and employees working 2184 hours during a year will receive eight point four (8.4) hours per month.

An employee shall receive sick leave if the employee has worked or been on paid leave for at least one-half of the employee's scheduled workdays in a calendar month. Sick leave may accumulate to a maximum of 2080 hours. Sick leave earned in excess of the maximum shall be forfeited.

### **Section 30.4 - Sick Leave Buy Back**

Upon separation from the Village police department, an employee will receive payment, as shown below, of any unused, accumulated sick leave for service with the Village

- 1-5 years 10%
- 6-10 year 15%
- 11-15 years 20 %
- 16-19 years 25%
- At 20 years 45%.

Police officers who separate from the Village due to a duty-related disability, regardless of years of service, will be treated as if they have at least 20 years of service.

**ARTICLE XXXI  
HOURS OF WORK AND OVERTIME**

**Section 31.1 – Shifts and Overtime**

Patrol Officers will be assigned to work twelve (12) hour shifts totaling eighty-four 84 hours per 14-day pay period and shall receive overtime pay for all time worked in excess of eighty-four (84) hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1 ½ ) times the Officer's regular hourly straight time rate of pay. All authorized paid time off shall be included in determining whether an Officer has worked in excess of the 84-hour requirement.

Patrol Officers shall be permitted two (2) fifteen (15) minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one forty-five (45) minute meal period during each shift. Patrol ~~Offices~~ Officers shall remain on duty during rest and meal periods.

So long as the Department employs twelve hour shifts for patrol, employees assigned to tasks other than patrol duties may be assigned to daily shifts other than twelve hour shifts, however for purposes of overtime calculations and benefits they shall be treated the same as patrol employees assigned to twelve hour shifts.

**Section 31.2 - Compensatory Time**

**31.2.1 Accrual**

Overtime compensation at the overtime rate may, at the employer's discretion, be made as wages or as compensatory time off. Compensatory time may accrue to a maximum of 180 hours. If an employee is at the maximum accrual, all additional overtime compensation shall be as wages.

**31.2.2 Usage**

Use of compensatory time will be subject to the approval of the Chief or his designate. Said approval shall not be unreasonably denied.

**Section 31.3 - Hours of Work No Guarantee**

All officers, regardless of position will work 2184 hours per year. Specialty positions may be assigned to work shifts other than twelve (12) hour shifts on a set schedule. These hours can be temporarily changed for operational necessity and/or training. The additional four (4) hours per pay period will be considered overtime paid at straight time rates.



**Section 31.4 - Court Time**

When an Officer is required to be present at court for work-related reasons during non-duty hours, the officer shall receive a minimum of three (3) hours pay at time and one-half (1-1/2) the officer's regular base rate.

**Section 31.5 – Call-Back Time**

All officers called back to work after having left work shall receive a minimum of two (2) hours pay at the time and one-half (1-1/2) the officer's regular base rate, unless the time extends to the officer's regular work shift or unless the officer is called back to rectify his own error.

**Section 31.6 - Effects Bargaining**

In the event that the Village, in its sole discretion, elects to change the practice of using a straight 12-hour shift for patrol assignments, it agrees to bargain with the Union over the effect of such change.

**Section 31.7 - Equalization of Overtime**

For planned overtime, every attempt shall be made to distribute the overtime fairly and equitably.

**Section 31.8 - Shift Exchange**

Officers may switch a scheduled day with another officer. Such exchange shall not be the cause of overtime and shall be subject to the approval of the Chief of Police or his designee.

**ARTICLE XXXII  
SALARIES**

**Section 32.1 - Base Annual Salary**

Covered employees shall receive compensation as set forth in Appendix A, attached hereto.

**Section 32.2 - Stipends**

- A.     **Detectives/Juvenile Investigator**  
All Officers assigned to work as a Detective or Juvenile Investigator shall receive an annual stipend of \$2,000 to be paid pro rata on each paycheck while the officer is serving in said assignment.
  
- B.     **Officer in Charge**  
When an employee is assigned to act as an officer in charge during a patrol shift the employee shall receive two dollars and fifty cents (\$2.50) per hour for each hour that the employee acts in that capacity.
  
- C.     **Canine Officer**  
Should the Chief of Police assign an officer to the position of Canine Officer, said officer shall be entitled to 1.25 hours of release time per scheduled 12-hour shift, and 1 hour of release time per scheduled 8-hour shift as total compensation for the care of the canine.
  
- D.     **Field Training Officer**  
When an employee is assigned to act as a field training officer he shall receive one hour of additional overtime pay for each full shift served as a trainer.

**Section 32.3 - Pension Contributions**

The Village agrees to adopt a resolution implementing a tax deferral of employee pension contributions as provided by law.

**Section 32.4 – Longevity**

At the completion of 11 years of service (completion of step 10) and every year thereafter, employees shall receive an annual longevity payment as described in Appendix A paid on the anniversary date of their hire.

**Section 32.5 – Shift Differential**

Employees whose regular assignment is to the night shift shall receive an additional \$0.25 per hour on their base salary when working during the night shift. Employees whose regular assignment overlaps with the night shift (such as the power shift) shall receive an additional \$0.25 per hour on their base salary for every hour worked during the night shift.

**ARTICLE XXXIII  
MANAGEMENT RIGHTS**

Except as limited by the express language of this Agreement, Employer retains the exclusive right to manage the operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the directions of its working forces, including, but not limited to the rights to hire, promote, demote, transfer, allocate and assign Employees: to discipline, suspend and discharge for just cause (just cause does not apply to probationary employees), to lay off or relieve Employees from duty; to determine the size and compositions of the work force; to make and endorse work rules, rules of conduct and regulations; to maintain discipline, order and efficiency; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work shift per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate transfer work and maintain efficiency.

**ARTICLE XXXIV  
FIRE AND POLICE COMMISSIONERS**

Except as modified by this agreement with respect to an employee's choice of disciplinary forum, the parties hereto expressly recognize the statutory authority of the Board over employees covered by this Agreement, including, but not limited to, making, altering and enforcing rules and regulations, and hiring, promoting, disciplining, and discharging employees. The parties expressly agree that the actions of the Board are not subject to the terms of this Agreement. The parties agree that all newly employed Patrol Officers are required to serve a probationary period as prescribed by this Agreement. During the probationary period, the officer is an employee-at-will and may be disciplined or discharged without notice and without cause, and without recourse to the grievance procedure.

**ARTICLE XXXV  
NO PYRAMIDING**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**ARTICLE XXXVI**  
**OFFICER INVOLVED SHOOTING**

**Section 36.1** 50 ILCS 727/1-25 mandates the Employer enact a policy requiring all officers involved in an “officer involved shooting” (“OIS”) to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an “officer involved shooting” as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. Should 50 ILCS 727/1-25 be repealed, stricken, or otherwise be found to be legally unenforceable, this Agreement shall be deemed unenforceable at the demand of the Union. Should 50 ILCS 727/1-25 be amended, the parties agree to bargain over the impacts and effects of the amendment(s) prior to them being implemented.

**Section 36.2** This Article does not diminish any rights provided by an Employee or the Union in applicable portions of the Collective Bargaining Agreement (“CBA”), Illinois law (including but not limited to the Uniform Peace Officer Disciplinary Act), Federal law, and the constitutions of the United States and State of Illinois.

**Section 36.3** Employees shall not be ordered to undergo any testing related to officer involved shootings based upon off-duty conduct.

**Section 36.4** The collection of information, evidence, and data pursuant to this Article is intended to be used exclusively for administrative purposes. Unless ordered by lawful order of a court or administrative tribunal of competent jurisdiction, or written agreement of the parties, Employer will not voluntarily share any physical evidence (or results of any testing) gathered from Employees pursuant to this Article with an outside entity.

**Section 36.5** As soon as practicable, following an OIS, the Employee will be ordered to go to a hospital for examination, care, and treatment. When prudent and reasonable, the Employee will be sent to a different hospital than any offender(s).

**Section 36.6** If the Employer collects Employee’s firearm(s), the Employee will immediately be provided with a substitute weapon. The Employee will not be left unarmed.

**Section 36.7** Immediately following an OIS, the Employer will make reasonable efforts to inform the Union (which may include notice to the local union steward) of the OIS. Employees will be allowed to confidentially speak with a Union representative and/or attorney.

**Section 36.8** Upon being discharged from the hospital and completing all required tests, the Employee may (at the employees' discretion) be driven to his/her home by another bargaining unit member selected by the Union.

**Section 36.9** Following an OIS, Employees will only be required to participate in interviews, physical testing, and chemical testing after an unambiguous written order threatening to terminate the Employee's employment with the Employer should the Employee refuse to participate. The parties agree an Employee will have the right to have a Union representative and attorney present for all interviews, except in an emergency involving matters of public safety.

**Section 36.10** Employees will not be interviewed or interrogated regarding her/his involvement in an OIS any sooner than 72 hours following the end of the shift during which the OIS occurred. All interviews and interrogations shall be conducted at a reasonable time and place.

**Section 36.11** Prior to an Employee's Union representative and/or attorney being present, Employer may (but is not required to) order an Employee involved in an OIS, under threat of termination, to answer limited questions directly related to the public's safety. If a Union representative and/or attorney is not available, the Employer shall permit a Union representative and/or attorney be present by telephone during this brief "public safety interview," if one is immediately available. The interview shall be based upon the "public safety interview" set forth below.. Unless requested by the Employee this statement will not be video or audio recorded. The public safety interview must be conducted by a member of the department holding a rank higher than the Employee. The "public safety interview" shall be limited to the following:

1. A directive from the supervisor for the employee to answer questions, similar to the following: As your supervisor, I, [insert name] order you to provide the truthful answers to the following questions. As answers to these questions are needed to ensure the safety of the public, I order you to answer these questions without delay and without the benefit of consulting with an attorney or Union representative. If you fail to answer these questions immediately, your Employer will seek to terminate your employment. You have no right to remain silent. I understand this is a traumatic and difficult event for you. However, I directly order you to involuntarily answer every one of the following questions:

2. The number of suspects and/or offenders.
3. Whether all of the suspects and/or offenders are in custody.
4. Questions about the shooting, including:
  - a. What direction(s) did you shoot?
  - b. Did you hit any people with any shots?
  - c. What is the direction and estimated number of shots fired by the offenders?
5. Questions about the offenders, including:
  - a. If not in custody, provide a description of the offenders and related vehicles.
  - b. Provide a description of the crimes committed by the offenders.

**Section 36.12** Following an OIS, at the hospital, the Employee will be ordered to provide a urine sample to test for illegal drugs and alcohol.

**Section 36.13** Absent a warrant or court order, or consent from the Employee obtained after consultation with a Union Representative, the Employer will never compel an Employee to provide blood, fluid (other than urine), skin, hair, feces, cheek swab, or any other sort of genetic or biological sample. Unless necessary to prosecute a criminal case against someone other than an Employee, the Employer will not seek to collect said materials from a source other than the Employee.

**Section 36.14** All urine testing shall be administered by a vendor who conducts U.S. Department of Transportation testing (i.e. the type of testing outlined in 49 CFR, Part 40). All testing shall be of the employee's urine and will conform to U.S. Department of Transportation standards for specimen collection and analysis. The Employer's failure to comply with all the terms required by this Article of the Agreement will result in the test results being deemed invalid, unreliable, and inadmissible in any subsequent proceeding.



**Section 36.15** All chemical testing must account for legal prescription use and use of other legal substances.

**Section 36.16** A properly administered positive test will not be an independent cause for discipline. If the positive test result is correlated with independent evidence demonstrating the Employee was impaired in the performance of his/her duties, then it may constitute just cause for discipline. The proper use of prescription and other legal substances is not cause for discipline.

**Section 36.17** The same protocols contained in this Article for OIS shall apply to any and all interviews and testing following an “officer involved death” (“OID”) as defined by 50 ILCS 727/1-10.

**Section 36.18** In the case of an OIS and/or OID, this Article supersedes any and all other drug testing policies or provisions of the CBA.

**Section 36.19** This Agreement is deemed part of the CBA between the parties. This Agreement is enforceable via the grievance procedure included in the CBA.

**ARTICLE XXXVII  
TERM OF AGREEMENT**

This Agreement shall be effective from May 1, 2018, until 11:59 p.m. on the 30<sup>th</sup> day of April, 2021. It will continue in full force and effect until a successor agreement is reached by the parties.

VILLAGE OF LEMONT  
LEMONT POLICE CHAPTER #39

METROPOLITAN ALLIANCE OF POLICE

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
M.A.P. President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
M.A.P. Chapter #39 Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**WAGES (based on 2184 yearly hours)**

<u>STEP</u>	<u>5/1/18-4/30/19</u>	<u>5/1/19-4/30/20</u>	<u>5/1/20-4/30/21</u>
<u>Start</u>	<u>\$60,879.22</u>	<u>\$62,249.02</u>	<u>\$63,805.34</u>
<u>1</u>	<u>\$62,249.24</u>	<u>\$63,649.84</u>	<u>\$65,241.10</u>
<u>2</u>	<u>\$63,618.61</u>	<u>\$65,050.00</u>	<u>\$66,676.21</u>
<u>3</u>	<u>\$66,359.53</u>	<u>\$67,852.51</u>	<u>\$69,548.82</u>
<u>4</u>	<u>\$69,100.89</u>	<u>\$70,655.68</u>	<u>\$72,422.10</u>
<u>5</u>	<u>\$72,208.50</u>	<u>\$73,833.18</u>	<u>\$75,679.09</u>
<u>6</u>	<u>\$75,459.17</u>	<u>\$77,157.01</u>	<u>\$79,085.92</u>
<u>7</u>	<u>\$78,853.54</u>	<u>\$80,627.82</u>	<u>\$82,643.43</u>
<u>8</u>	<u>\$82,402.10</u>	<u>\$84,256.10</u>	<u>\$86,362.57</u>
<u>9</u>	<u>\$86,111.41</u>	<u>\$88,048.83</u>	<u>\$90,250.09</u>
<u>10</u>	<u>\$95,329.42</u>	<u>\$97,474.32</u>	<u>\$99,911.23</u>
<u>Longevity</u>	<u>\$1,500.00</u>	<u>\$1,533.75</u>	<u>\$1,572.09</u>

**\*\* Shift Differential of \$0.25 per hour is paid pursuant to Section 32.5.**

**\*\*All wages are retroactive to the effective date of this Agreement.**

**APPENDIX B**

**THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:**

**OPTION 1: ELECTION TO USE THE GRIEVANCE/ ARBITRATION PROCEDURE:**

**ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE LEMONT BOARD OF FIRE AND POLICE COMMISSIONERS**

I, \_\_\_\_\_, being proposed for discipline by the Village of Lemont Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Lemont, Illinois, and the Metropolitan Alliance of Police. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of any Illinois civil service law, board of fire and police commissioners law, rule or regulation, such as 65 ILCS 5/10-2.1 et seq., as amended.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10-2.1 et seq., as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Lemont and the Metropolitan Alliance of Police. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Lemont Department. By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

By election to file a grievance over my suspension or discharge, I hereby release the Village of Lemont, the Lemont Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, Illinois  
My commission expires \_\_\_\_\_

Received by the Chief of Police's Office: \_\_\_\_\_, 20\_\_  
Date

**OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE VILLAGE OF LEMONT AND TO WAIVE GRIEVANCE/ ARBITRATION:**

**ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS AND TO WAIVE THE GRIEVANCE/ARBITRATION PROCEDURE**

I, \_\_\_\_\_, being subject to discipline by the Village of Lemont Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Lemont in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Lemont and the Metropolitan Alliance of Police.

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my suspension without pay or my termination.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Lemont, the Lemont Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, Illinois  
My commission expires \_\_\_\_\_

Received by the Chief of Police's Office: \_\_\_\_\_, 20\_\_  
Date

## APPENDIX C

### DRUG AND ALCOHOL TESTING POLICY

It is the policy of the Village of Lemont that all employees shall be free from the influence of illicit drugs and alcohol while working. All employees shall be prohibited from: the unlawful manufacture, distribution, dispensing, possession, use, or being under the influence of a controlled substance while on Village premises or while performing work for the Village.

For purposes of this policy, a controlled substance is one which is:

- Not legally obtainable;
- being used in an illegal manner and different than prescribed;
- Legally obtainable, but has not been legally obtained.

As a condition of employment each employee shall:

- agree to abide by the terms of the policy respecting a drug and alcohol-free workplace;
- agree to notify their supervisor of any conviction of any criminal drug statute for a violation occurring on Village premises or while performing work for the Village no later than five (5) days after such a conviction.

In order to make employees aware of dangers of drug and alcohol abuse, the Village of Lemont shall:

- make available materials from local, state, and national anti-drug and alcohol abuse organizations;
- provide in-service information.

In order to assist employees who have not violated policy as set forth in subsection A hereof, but who nonetheless may have a substance-abuse problem, the Village shall establish procedures to:

- enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to employees;
- encourage such employees to refer themselves to an employee assistance program which would treat all referrals confidentially, and initiate no disciplinary action in such instances.
- absent an independent rule violation, employees who seek help for a substance abuse problem will not be subject to disciplinary action.

An employee who violates the term of this policy may be subject to disciplinary action in accordance with the parties' collective bargaining agreement.

The Village may require an employee who violates the terms of this policy to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program which has been approved and selected by the Village in conjunction with the employee's physician.

## **Drug & Alcohol Abuse Policy**

### **A. Purpose**

The purpose of this policy is to provide reliable and valid testing procedures by mandating all drug and alcohol testing is conducted pursuant to 49 CFR Part 40 and Part 382.

### **B. Use Prohibited**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, or medical marijuana is prohibited on all Village of Lemont premises, in any Village owned or leased motor vehicle, or other location at which the employee is to perform work. Employees shall arrive at work free from the influence of drugs or intoxicants, regardless of whether the drug or intoxicant was legally prescribed, and free from the influence of alcohol. Any employee who is not free from the influence of drugs or alcohol shall be subject to disciplinary action up to and including dismissal.

1. The Village will maintain a pre-employment screening program designed to prevent hiring anyone who uses any illegal drugs, or engages in prohibited alcohol-related conduct.
2. No employee shall consume a Schedule 1 drug of the Schedule of Controlled Substance of the Drug Enforcement Administration or any amphetamines, narcotics, opiates, hallucinogenic substances, depressants, stimulants, cannabis (THC) or any other habit forming drug while on or off duty, except as lawfully prescribed or permitted by the employer or the CBA.
3. Unless permitted by the employer, no employee shall report for work or drive while impaired by any drug, controlled substance, or alcohol.
4. An employee may use a substance administered by or under the direction of a physician who has advised the employee that the substance will not affect the employee's ability to safely operate a motor vehicle.
5. No employee may operate any motor vehicle whose motor senses, sight, hearing, balance, reaction, reflexes or judgment are or may be presumed affected.
6. Any employee who sells or otherwise illegally dispenses illegal drugs to others on Village premises, in or from a Village owned or leased motor vehicle is subject to immediate termination.

7. Employees are prohibited from using alcohol without permission while performing safety-sensitive functions at work.
8. An employee shall not report for duty, remain on duty, or perform safety-sensitive functions if the employee tests positive for controlled substance.

### **C. Drug Testing**

The Village will contract with an outside organization to function as Medical Review Officer (MRO) for the collection of urine samples to be tested. Collection and testing procedures shall be in accordance with 49 CFR Part 40 and 382.

The Village will require drug testing in accordance with the Federal Motor Carrier Safety Requirements as set forth in 49 CFR parts 40 and 382. All urine samples will be split samples. The "primary sample" shall be at least 30 ml. of urine; the split sample shall be at least 15 ml. Failure of the employee to provide that quantity even after a 2 hour second opportunity immediately following up to 24 oz. of water, will cause the employee to be referred for a medical examination to develop pertinent information whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The physician shall submit a written evaluation to the Village which will make a conclusion. While this process is being accomplished, the employee shall be placed out of service. The Village's failure to comply with the testing protocols in this Appendix or in the CBA shall deem test results inadmissible in any disciplinary matter.

### **D. Alcohol Testing**

The Village will require alcohol testing in accordance with the Federal Motor Carrier Safety Requirements as set forth in 49 CFR Parts 40 and 382. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result of less than .04 alcohol concentration is considered a "negative test." If the alcohol concentration is .04 or greater, a second or "confirmation test" must be conducted.

Alcohol breath testing shall be by an "Evidential Breath Testing Device" (E.B.T.) that prints out the results, date, time, a sequential test number, name and serial number of the E.B.T. The alcohol test must be conducted by a "Breath Alcohol Technician" (B.A.T.) who is not a member of the bargaining unit and who is trained to operate the E.B.T. and is proficient in all breath alcohol testing procedures.

Alcohol breath testing will be conducted at the Lemont Police Department by a state certified Breath Alcohol Technician.

For reasonable suspicion testing, the employee shall be immediately removed from duty once a reasonable suspicion determination has been made and cannot return to work until an alcohol test has been administered with a result of less than 0.04 alcohol concentration or 24 hours has passed since the reasonable suspicion determination was made.



Failure of the employee to provide an adequate amount of breath will cause the employee to be immediately referred for a medical evaluation to develop pertinent information to determine whether the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician shall submit a written evaluation to the Village which will make a conclusion in writing. While this process is being accomplished the employee shall be placed out of service. The Village's failure to comply with the testing protocols in this Appendix or in the CBA shall deem test results inadmissible in any disciplinary matter.

#### **E. Types of Testing**

1. **Reasonable Suspicion:** If a supervisor has reasonable and articulable suspicion to believe an employee has violated the alcohol or controlled substance regulations (see "Use Prohibited" section) then the employee shall submit to a urine drug or breath alcohol test. Upon being notified they are to be tested, employees shall proceed immediately to the designated testing site. Refusal to submit to such screening will be considered insubordination. A reasonable cause observation form must be completed and signed (under oath) by at least one qualified supervisor within 24 hours of the observation that led to the reasonable cause test. The form must state all factual bases for the supervisor concluding there was reasonable suspicion to order a test. The supervisor will secure all known and available video, audio, photographic, or other relevant evidence prior to the end of his/her shift. A copy of the form shall be forwarded to the Village Administrator, Police Chief, employee, and Union within 24 hours of the observation. Drug and alcohol testing will not be used to harass or embarrass an employee.

#### **2. Officer Involved Shooting Testing:**

Drug and alcohol testing related to an Officer Involved Shooting will be dealt with in the manner articulated in Article 36 of the CBA.

#### **F. Drug Test Results**

Test results will be reviewed to determine whether there is any indication of a controlled substance abuse.

1. The test results will be reviewed by the Medical Review Officer (MRO). If there is any evidence of a positive result, the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication. A copy of these test results will be given to the employee. The test results will not be released to any unauthorized party without written consent, unless required by law.

#### **G. Alcohol Test Results**

1. A copy of the test results will be given to the employee.

2. The test results will not be released to any unauthorized party without written

consent, unless required by law.

## **H. Assistance Program**

An Employee Assistance Program (EAP) will be offered by the Village to provide educational information concerning the effects and consequences of drug or alcohol use on personal health, safety and work environment. Village EAP will be confidential and will provide appropriate psychological, stress, substance abuse, or other related counseling services.

From time to time the Village will provide in-house training on substance abuse and alcohol use.

### **I. Records**

1. The Village will comply with all federal, state and local laws and regulations concerning any violations of criminal drug and alcohol use laws in the workplace.
2. Record Keeping: all records will be retained as listed in 49 CFR Section 382.401.
3. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of drugs or alcohol, and test results.
4. Records shall be made available to a subsequent employer only upon receipt of a written request or consent from the employee, or former employee.
5. The Village is required upon the receipt of a written request or consent of an employee (or former employee) to provide copies of his or her urine drug and breathe alcohol test results promptly to any other possible employer at no charge.
6. The Village may disclose information required to be maintained under this policy on an employee, to a decision maker in a lawsuit, grievance, or other procedure initiated by or on behalf of that employee and arising from the results of an alcohol or controlled substance test required by this policy, or from the Village's determination that the employer engaged in conduct prohibited by this policy. (Including but not limited to worker's compensation, unemployment compensation, or other proceedings related to benefits sought by the employee.)
7. All testing records shall be destroyed at a time permitted by applicable law.

### **J. Disciplinary Action**

1. An employee who violates these regulations shall be immediately removed from duty and shall be subject to disciplinary action in accordance with the terms of the CBA.
2. An employee who is in violation of the controlled substance regulations of this policy shall be disciplined in accordance with the terms of the CBA.

3. An employee who is in violation of the alcohol use regulations of this policy shall be subject to disciplined in accordance with the terms of the CBA.
4. If an employee violates these regulations, the employee cannot return to work unless he or she has taken a return to duty alcohol test with a result of less than 0.04 alcohol concentration.
5. Every employee who has engaged in violations of this policy will be advised by the employer of resources available to the employer in evaluating and resolving problems associated with the misuse of drugs or alcohol.
6. A refusal to submit to testing, or an Employee Assistance Program in accordance with these policy guidelines may shall be considered insubordination and may be considered an aggravating factor in considering appropriate discipline.
7. The Village's failure to comply with the testing protocols in this Appendix or in the CBA shall deem test results inadmissible in any disciplinary matter.

### **Collection and Retention of Biological Samples**

Once all testing and retesting is complete, the Employer shall destroy (or order destroyed) all biological samples collected from employees. Under no circumstances will an employee be ordered by the Employer to supply a blood sample. All samples will be collected in accordance with the terms of this Appendix and the CBA. Failure to do so will result in the biological materials and tests made based upon those samples being deemed unreliable and inadmissible in any subsequent proceedings.

TO: Village Board  
FROM: Chris Smith, Finance Director  
THROUGH: George Schafer, Village Administrator  
SUBJECT: Resolution to Approve Management Agreement with Cell at Auction

DATE: January 28, 2019

### **SUMMARY/ BACKGROUND**

In August and October 2018 staff discussed with the Village Board cell tower leases. The Board approved two lease extensions on the Houston Water Tower. Additionally, the Board directed staff to seek a cell tower lease for State Street. In October and November staff met with two firms that would assist with marketing the Water Tower with hopes of procuring a lease.

The first firm, Crown Castle, presented their marketing plan and cost sharing agreement. Should we choose them then we would share revenue up to 50% for the life of the contract and could only auction the lease with Crown Castle.

The second firm, Cell at Auction, is a firm that can seek a lease and auction the lease off. The cost would be a one time 50% of the first-year revenue if not auction off. If the lease is auctioned off it would be a buyer's premium of 6%.

The board directed staff to obtain an agreement with Cell at Auction.

### **STAFF RECOMMENDATION**

Pass the Resolution Approving a Management Agreement with Cell At Auction, LLC/dba Wireless Bridge Partners, LLC.

**Resolution No. \_\_\_\_\_**

**Resolution Approving a Management Agreement with Cell At Auction, LLC/dba Wireless Bridge Partners, LLC**

**WHEREAS**, the Village of Lemont (“Village”) owns the water tower at 1143 State Street Lemont, IL and wishes to lease out the easement

**WHEREAS**, Cell at Auction, LLC/dba Wireless Bridge Partners, LLC is in the business of locating and marketing properties and sites suitable for various communications industry operations and applications; and

**WHEREAS**, the President and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to enter into the Agreement attached hereto as Exhibit A.

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS** as follows:

**Section One:** The Agreement attached hereto as Exhibit A is hereby approved.

**Section Two:** The Mayor, Village Clerk, and/or Village Administrator are authorized to execute and attest to the Agreement, and to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th day of January, 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>Dave Maher</b>	_____	_____	_____	_____
<b>Ken McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____

**Ron Stapleton**

\_\_\_\_\_

\_\_\_\_\_  
**JOHN EGOFKSE**  
**President**

ATTEST:

\_\_\_\_\_  
**CHARLENE M. SMOLLEN**  
**Village Clerk**

## AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ Village of Lemont, IL (“Owner”) and CELL AT AUCTION, LLC. /dba WIRELESS BRIDGE PARTNERS, LLC, an Illinois limited liability company with offices located at 899 Skokie Blvd., Suite 430, Northbrook, Illinois (hereinafter “WBP”).

## WITNESSETH

WHEREAS, Owner, by way of lease, easement, license or fee simple ownership or as a property manager (acting as authorized representative of the owner) has rights in certain properties; and

WHEREAS, WBP is in the business of locating and marketing properties and sites suitable for various wireless communications industry operations and applications; and

WHEREAS, Owner and WBP understand and agree that WBP will render its services to Owner, including but not limited to, identifying and soliciting wireless communication companies, wireless/telecom or video providers or other business entities (hereinafter individually, an “Operator” and collectively “Operators”) whose operations or business would benefit from utilizing Owner’s locations as sites for the installation, utilization, operation and/or maintenance of radio, wireless, and/or satellite communications transmission and receiving antennas, towers and/or equipment, including but not limited to distributed antenna systems or “small cell” installations in order to use said site or location as a radio, wireless and/or satellite communications transmitting and/or receiving location (hereinafter “wireless communications purposes”) and introducing said Operators to Owner in order that an agreement be entered into between Owners and Operators for the use of one or more of Owner’s sites and locations.

NOW, THEREFORE, for good and valuable consideration including but not limited to the mutual agreements and undertakings hereinafter set forth, the parties agree as follows:

1. **APPOINTMENT:** Owner hereby grants WBP the exclusive right and authority to act for the purpose of presenting the Owner’s sites and locations to procure Operators who are willing to enter into agreements with Owner, including but not limited to licensing and leasing agreements (hereinafter “Licensing Agreements”) on terms mutually acceptable to the Owner and said Operators for the use of one or more of Owner’s sites or locations for wireless communication purposes. Owner’s sites or locations which are a part of this Agreement are listed in **Exhibit A** attached hereto (hereinafter individually a “Property” and collectively the “Properties”). Owner agrees to fully cooperate with WBP in the licensing and/or leasing the Properties to Operators and to refer to WBP all inquiries of anyone interested in the Owner’s Properties.

2. **TERM:** The initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement and terminating on the first year anniversary of this Agreement, unless renewed or extended as provided herein. Thereafter, this Agreement shall be automatically renewed for successive one (1) year periods, unless either party hereto terminates this Agreement by giving the other party written notice at least sixty (60) days prior to the expiration of each renewal.

3. **OWNER’S WARRANTIES:** Owner hereby covenants, represents and warrants to WBP that Owner or its authorized representative have all requisite power and authority to enter into

binding Licensing Agreements for the Properties to Operators and to enter into this Agreement and perform its obligations hereunder.

The execution and delivery of this Agreement has been duly and validly authorized and approved by Owner and this Agreement is valid and binding upon Owner in accordance with its terms.

To Owner's knowledge, the execution and carrying out of this Agreement and compliance with the provisions hereof by Owner will not violate any provision of law, will not, with or without the giving of notice and/or the passage of time, conflict with or result in any breach of the terms and conditions of, or constitute default under, any indenture, mortgage, agreement, or other instrument to which Owner is bound or is a party.

Owner agrees to disclose to WBP and to prospective Operators any and all information which Owner has regarding present and future zoning and environmental matters affecting the Properties and regarding the condition of the Properties, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the Properties. WBP is authorized to disclose any such information to prospective purchasers or tenants.

4. **ACCESS:** Owner shall provide to WBP, Operators and their respective contractors, employees, subcontractors and agents reasonable access to the Properties for the purpose of evaluating and assessing the Properties and to prepare and negotiate Licensing Agreements. All ongoing access to the Properties shall be subject to the continuing control of, and reasonable security and safety procedures established by Owner from time to time. Owner shall designate a representative to coordinate WBP and Operator access to the Properties.

5. **COMPENSATION:** As Compensation for WBP's services under this Agreement, WBP shall be entitled to payment of that/those certain fee/fees in the amount set forth on **Exhibit C** attached hereto and incorporated herein by this reference (such fee/fees herein being, the "**Consulting Fee**"). Said Consulting Fee shall be paid in accordance with and according to the specific terms set forth on **Exhibit C**.

The Consulting Fee shall be payable directly from the Operator to WBP, via a written letter of direction signed by each of the Owner, Operator and WBP ("**Rent Direction Letter**"), which Rent Direction Letter may not be modified, amended or rescinded by any party without the express written approval of WBP. In addition, Owner will also ensure a provision is included in each Licensing Agreement which designates WBP as the third party to receive the Consulting Fee directly from Operator. The Owner expressly agrees and acknowledges that the Consulting Fee shall be payable for the entire length of time of any Licensing Agreement or Agreements, any amendments and any extensions and/or renewals thereof, between Owner and any Operator, regardless of the earlier expiration or termination of this Agreement. In no event shall the foregoing be deemed to be construed by Owner as an obligation of WBP to manage any aspect of the Properties, and WBP's sole obligation hereunder shall be as expressly set forth herein.

Owner hereby agrees that any and all agreements entered into between Owner and any Operator shall include clauses to the following effect:

- (a) Operator shall indemnify, defend and hold harmless WBP against any and all claims arising out of any agreements between Owner and Operator, including but not limited to all claims for breach of contract, environmental liability, individual and



property tax liability, increases in power usage, increases in electrical bills, personal injuries of any kind, property damage and any issue concerning title to any sites/properties. In no event shall WBP be deemed to be a party so said Licensing Agreements, it being understood that WBP's only interest in said Licensing Agreements is to collect the Consulting Fees, as described herein.

6. **TERMINATION:** If, in the event WBP should reasonably determine one or more of Owner's Properties are not currently marketable for the purposes contemplated herein, then, in that event WBP shall have the right to either:

(a) If one or more of Owner's representations or warranties is false in any material respect or if Owner defaults in the performance of any of its covenants or obligations herein, and such default continues for thirty (30) days or more after Owner's receipt of written notice thereof by WBP, WBP shall have the right to terminate this Agreement without further liability or obligation to Owner, except, however, that provisions and obligations expressly stated to survive the termination hereof, including but not limited to those provisions regarding confidentiality of information, indemnification, non-recording of this Agreement and payment of Consulting Fees on Licensing Agreements in effect at the time of expiration or non-renewal and pursuant to and under the terms of Paragraph 5 above, shall survive.

(b) Upon expiration of the term of this Agreement, or its non-renewal, there will be no further obligations upon the parties, except that provisions and obligations expressly stated to survive the termination hereof, including but not limited to those provisions regarding confidentiality of information, indemnification, non-recording of this Agreement and payment of Consulting Fees on Licensing Agreements in effect at the time of expiration or non-renewal and pursuant to and under the terms of Paragraph 5 above, shall survive.

7. **POST-TERMINATION PROTECTION:** WBP shall receive its Consulting Fee pursuant to and under the terms of Paragraph 5 above if within one (1) year after the expiration, non-renewal or earlier termination of this Agreement, Owner enters into a Licensing Agreement with any Operator for the use of the Properties for which WBP initiated, facilitated or was involved with in any way, while this Agreement was in effect. In such event, the parties shall enter into a Rent Direction Letter in the same manner as is set forth in Section 5 above.

8. **MISCELLANEOUS:** The terms of any agreement entered into between Owner and Operator for the use of Owner's Properties, or Properties in which Owner has an interest, for wireless communications purposes, including but not limited to the licensing fees or rental to be paid by Operator to Owner, shall be determined solely by Owner and such Operator, taking into account all factors deemed by Owner to be relevant, including but not limited to the obligation to pay WBP's Consulting Fee with respect to such transaction. It is expressly understood and agreed by Owner and WBP that Owner shall make a good faith effort to enter into any agreement, and to fulfill the terms of said agreement, which is presented to Owner by WBP. In addition to identifying, contacting and screening Operators, WBP is hereby authorized to submit to such Operators a proposed form of License Agreement incorporating terms and provisions which comport with the lease items set forth on the list annexed hereto as **Exhibit B**. The proposed final form of any License Agreement shall be entirely subject to the express approval of the Owner. Notwithstanding the foregoing, Owner and WBP understand and agree that WBP's services and efforts shall be non-legal in nature and, while WBP may from time to time inquire into regulations, ordinances or laws which might affect proposed Licensing Agreements between Owner and Operators or any applications to municipal or government authorities, no representations, opinions or advice of a legal nature in any way are or shall be given by WBP pursuant to this Agreement and WBP's representations, opinions and advice are in no way tendered as and are in no way to be relied upon as legal advice.

9. **EXCLUSIVITY:** Owner shall not solicit either directly or otherwise any Operators for the aforementioned purposes during the term of this Agreement or during any renewal or extension thereof, and shall not enter into any Agreement with any Operators without participation of WBP as exclusive representative in the transaction. Any Agreements concerning the Properties listed in **Exhibit A** of this Agreement entered into between Owner and any Operator during the term of this Agreement or renewal or extension thereof, shall entitle WBP to a Consulting Fee pursuant to and under the terms of Paragraph 5 above, and in such event, the parties shall enter into a Rent Direction Letter in the same manner as is set forth in Section 5 above.

Furthermore, if Owner enters any agreement with any Operator which WBP initiated, facilitated or was involved with in any way, within one year after expiration, non-renewal or termination of this Agreement, WBP shall be entitled to its Consulting Fee pursuant to and under the terms of paragraph 5 above, and in such event, the parties shall enter into a Rent Direction Letter in the same manner as is set forth in Section 5 above.

10. **ASSIGNMENT:** This Agreement may be assigned by either party with the written notification to the other party to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties named in this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11. **SALE OF PROPERTIES:** A sale by Owner of any portion of its interests in Owner's business or in any part of Owner's Properties subject to this Agreement to a parent, affiliate or subsidiary shall not be deemed a sale to an outside party for the purposes of this Agreement and shall have no effect upon the terms of this Agreement.

In the event of a bona fide sale or transfer directly or indirectly, including a foreclosure or deed in lieu of foreclosure, of all or substantially all of Owner's ownership interest in a Property listed in **Exhibit A** to an unaffiliated entity, Owner shall cause the purchaser of the Property to assume all of Owner's obligations under this Agreement or Owner may terminate this Agreement upon not less than thirty (30) days prior written notice to WBP; provided however, Owner expressly agrees and acknowledges that regardless of such termination of this Agreement, any Licensing Agreements for which WBP shall be entitled to collect a Consulting Fee shall survive and such Consulting Fee shall be payable for the entire length of time of any Licensing Agreement or Agreements, any amendments and any extensions and/or renewals thereof, between Owner and any Operator, regardless of the earlier expiration or termination of this Agreement or the transfer of the Properties.

12. **CHOICE OF LAW:** This Agreement shall be constructed under and in accordance with the laws of the State of Illinois.

13. **NOTICE:** All notices, demands requests, approvals and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when presented personally or otherwise delivered (whether by commercial delivery service, mail, or otherwise) or on the third (3rd) day after the date when deposited in a regularly maintained mail receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to Owner or WBP, as the case may be, at its respective address set forth below, or at such other address as Owner or WBP may from time to time designate by written notice to the other party as herein required. The address for the payment of the Consulting Fees from the Operator to WBP shall also be deemed to be the address set forth herein below.

If to WBP:  
Bud Blinick  
899 Skokie Blvd.  
Suite 430  
Northbrook, IL 60062  
[budb@cellatauction.com](mailto:budb@cellatauction.com)

If to Owner:  
Owner name:  
Address:  
Email address:  
Point of contact:

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Owner and WBP with respect to the matters set forth herein and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment of this Agreement shall be valid or binding unless made in writing and signed by both Owner and WBP and no amendment or alteration to the terms contained herein with respect to the amount of commission or with respect to the time of payment of commission shall be valid or binding unless made in writing and signed by the parties.

15. **ATTORNEYS' FEES.** If either party hereto shall institute any action or proceeding against the other party hereto relating to this Agreement, the successful party in such action or proceeding shall be entitled to recover from the unsuccessful party all fees and expenses incurred in connection therewith, including, without limitation, court costs, reasonable attorneys' fees, and related expenses.

16. **HEADINGS.** The paragraph headings in this Agreement are inserted for convenience only and are not intended to be used in construing the substance of any of the provisions of this Agreement.

17. **CONSTRUCTION.** If any of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. **TIME IS OF THE ESSENCE.** Time is of the essence in each provision of this Agreement.

19. **EXHIBITS.** All exhibits referred to in this Agreement are incorporated herein by this reference.

20. **BANKRUPTCY OR FORECLOSURE.** In the event that any one or more of the Properties come under the jurisdiction of a bankruptcy court, Owner shall immediately notify WBP of the same, and this Agreement shall immediately be suspended until such time as Owner may elect to obtain court approval of WBP's retention under this Agreement. In the event that any one or more of the Properties become the subject of foreclosure proceedings prior to the expiration of this Agreement, then this Agreement shall be deemed suspended until such time as the Owner may reacquire the Property within the term. If this Agreement is suspended pursuant to this paragraph, WBP shall be free to enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Properties at a foreclosure sale, or any other person having an interest in the Properties.

21. **NOTICE OF AGREEMENT.** Each party shall at any time, at the request of the other party, promptly execute and deliver duplicate originals of an instrument, in recordable form, which will constitute a Memorandum of Agreement, setting forth a description of the Property (or Properties), WBP's rights with respect to such Properties, the Term of this Agreement, and any other portions thereof, excepting the Consulting Fee, as such other party may request. Such memorandum shall be a covenant running with the land and shall be binding upon successors and assigns, and may be recorded in the real property records of the county where the Properties are located. In addition, upon execution of any Licensing Agreement or Agreements and the Rent Direction Letter, WBP may also record a

memorandum in the real property records of the county where the Properties are located indicating WBP's right in and to the Consulting Fee under such Licensing Agreement and the Rent Direction Letter.

22. **COVENANTS RUNNING WITH THE LAND.** The agreements set forth in this Agreement shall be deemed to be covenants running with the land and shall be binding upon successors and assigns of the Properties.

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound by it, have executed it as of the date set forth above.

Witness:  
  
\_\_\_\_\_

**WBP:**  
  
**WIRELESS BRIDGE PARTNERS, LLC,**  
an Illinois limited liability company  
  
By: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness:  
  
\_\_\_\_\_

**Owner:**  
  
\_\_\_\_\_  
  
By: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**(Property)**

Village Owned Water Tower  
1143 State Street  
Lemont, Illinois

EXHIBIT C

SCHEDULE OF CONSULTING FEES

*[The Consulting Fee shall include all monthly/annual licensing/leasing fees, rentals, revenue share, back rent, and or any other fees paid to Owner by any Operator with which Owner enters into a Licensing Agreement after the Commencement date of this Agreement. The term "licensing/leasing fees or rental" shall include all amounts paid by an Operator to Owner for use of the Properties during the term of any agreements entered into by Owner and said Operator and any renewals or extensions thereof, but shall exclude that portion of payments allocable to the use of electrical service, any sales tax, or any other charge which is passed on by Owner to the Operator in the nature of a pass-through payment, or contribution for additional real estate taxes incurred by Owner as a result of Operator's installation.]*

The fee due Wireless Bridge Partners LLC. for procuring a tenant for the State Street tower would be six months of the first years rent. That is providing that your intent is to immediately take this new lease out for sale thru Cell At Auction. If you decided to keep the lease and not immediately sell the fee would be the equivalent of the first years rent. We will not be a party to the lease.

Our fee for the sale of the new lease for the site lease would be a 6% buyer's premium or the equivalent of 5.66 % of the total purchase price.

TO: Village Board  
FROM: Ralph Pukula, Public Works Director  
THROUGH:  
SUBJECT: Illinois Department of Transportation Resolution for Work Performed on State Maintained Right-of-Ways  
DATE: January 28, 2019

**SUMMARY/ BACKGROUND**

The Illinois Department of Transportation (IDOT) requires that anyone using IDOT right-of-way to obtain a permit for all work. This includes scheduled work and emergency repair work. IDOT also requires that a surety bond be submitted with each permit application to ensure that all work is completed in accordance with State specifications and that the right-of-way is properly restored.

For permit work to be performed by employees of a municipality, a resolution is acceptable in lieu of the surety bond and a request to obtain the necessary permits can be obtained with a telephone call and follow-up application after the emergency work has been completed.

The attached resolution, which guarantees that all work, shall be performed in accordance with the conditions of the permit to be granted by IDOT and to hold the State of Illinois harmless during the prosecution of such work, will be valid for a period of two (2) years after the passage and approval.

**ANALYSIS*****Consistency with Village Policy***

*Lemont 2030 Comprehensive Plan.*

*5-Year Capital Improvement Plan (if applicable).*

*Budget (if applicable).*

*Procurement Policy (if applicable).*

**STAFF RECOMMENDATION**

Adopt the resolution for maintenance work performed by Village forces on all Illinois Department of Transportation right-of-ways.

**BOARD ACTION REQUESTED**

Adopt the resolution for maintenance work performed by Village forces on all Illinois Department of Transportation right-of-ways.

**ATTACHMENTS**

**VILLAGE OF LEMONT**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FOR VILLAGE WORK PERFORMED ON STATE HIGHWAYS  
PURSUANT TO ILLINOIS DEPARTMENT OF TRANSPORTATION RULES AND  
REGULATIONS**

**ADOPTED BY THE PRESIDENT  
AND BOARD OF TRUSTEES OF THE  
VILLAGE OF LEMONT  
THIS 28<sup>th</sup> DAY OF JANUARY 2019**

**Published in pamphlet form  
by authority of the  
President and Board of  
Trustees of the Village of  
Lemont, Cook, Will and DuPage  
Counties, Illinois on this 28<sup>th</sup> day of  
January 2019**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FOR VILLAGE WORK PERFORMED ON STATE HIGHWAYS  
PURSUANT TO ILLINOIS DEPARTMENT OF TRANSPORTATION RULES AND  
REGULATIONS**

**WHEREAS**, the Village of Lemont (“Village”) from time to time desires to undertake the location, construction, operation, and maintenance of driveways, and street returns, watermain, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, on State highways within the Village, which by law or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois (“IDOT”); and

**WHEREAS**, pursuant to the Illinois Highway Code (605 ILCS 5/1-101 *et. seq.*) the Village must obtain a permit from IDOT prior to any of the work being performed by the Village (or any of private person or entity under contract to perform the work by the Village) on State highways within the Village under the jurisdiction and control of IDOT; and

**WHEREAS**, IDOT will accept from the Village a resolution, in full effect for a period of two (2) years, in lieu of the otherwise required surety bond.

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

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

**SECTION TWO:** The Village, as required by IDOT, hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by IDOT, and to hold the State of Illinois harmless during the performance of such work, and assume all liability for damages to person or property due to accidents or otherwise directly caused by the work which is to be performed under the provision of said permit.



**SECTION THREE:** The Mayor, Village Administrator, Deputy Village Administrator, Village Engineer, Public Works Director, Operations Supervisor, and Water & Sewer Supervisor are hereby authorized to execute any permit required by IDOT to perform the work aforementioned.

**SECTION FOUR:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law, for a period of two (2) years.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28<sup>th</sup> day of January, 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>Dave Maher</b>	_____	_____	_____	_____
<b>Ken McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____

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**JOHN EGOFSKE**  
**President**

ATTEST:

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**CHARLENE M. SMOLLEN**  
**Village Clerk**