

# *Village of Lemont*

**Mayor**

John Egofski

**Village Clerk**

Charlene Smollen

**Administrator**

George J. Schafer



**Trustees**

Janelle Kittridge

Ryan Kwasneski

Ken McClafferty

Dave Maher

Rick Sniegowski

Ronald Stapleton

## VILLAGE BOARD MEETING

August 26, 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. August 12, 2019 Village Board Meeting Minutes
    2. August 19, 2019 Village Board COW Meeting Minutes
  - B. Approval of Disbursements
  - C. An Ordinance Creating Article XX111 (“Hotel and Motel Occupancy Tax”) of Chapter 3 (“Revenue and Finance”) of The Village Code of The Village of Lemont
  - D. An Ordinance Amending Title 5 of The Lemont, Illinois Municipal Code
  - E. A Resolution Authorizing the Order and Purchase of Police Vehicles
  - F. A Resolution of Inducement Pertaining to Capital Improvement Projects to be Constructed in Conjunction with the Establishment of the Triangle TIF District by The Village of Lemont, Counties of Cook, Will and DuPage, Illinois
- IV. Mayor’s Report
  - A. Audience Participation
- V. Clerk’s Report
  - A. Ordinance

1. An Ordinance Amending Title 10 of The Lemont, Illinois Municipal Code
2. An Ordinance Amending the Zoning Map of The Village of Lemont from B-3 Arterial Commercial District to B-4 Commercial Recreation District at the Northwest corner of Walker Road and Main Street, 14501-14507 Main Street in Lemont, IL (The Forge Main Street Parcel)
3. An Ordinance Amending Title 17 of The Lemont Municipal Code, The Lemont Unified Development Ordinance of 2008 (UDO Amendments)

B. Resolution

1. A Resolution Approving an Agreement with Terra Engineering, Ltd.
2. A Resolution Approving an Agreement with Kane, McKenna and Associates, Inc. (I&M TIF)
3. A Resolution Authorizing the Execution of Agreements for the Refunding and Selling of General Obligation Bonds

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session Discussion Under Chapter 5 ILCS

1. Real Estate Purchase or Lease 2(c)5
2. Setting Price for Real Estate 2(c)6

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**August 12, 2019**  
**6:30 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, August 12, 2019 at 6:30 p.m., with Mayor John Egofske presiding.

**I. PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; present.

**II. CONSENT AGENDA**

A. Approval of Minutes

1. July 15, 2019 Village Board COW Meeting Minutes
2. July 22, 2019 Village Board Meeting Minutes

B. Approval of Disbursements

C. Ordinance O-60-19 Granting Final Plan PUD Plan Approval for a Residential Subdivision on a 21.14 Acre Parcel Located South of 127<sup>th</sup> Street and East of 127<sup>th</sup> Street in Lemont, Illinois (Marble Landing Subdivision for Hartz Homes)

D. Resolution R-71-19 Approving a Plat of subdivision for a Residential Subdivision on a 21.14 Acre Parcel Located South of 127<sup>th</sup> Street and East of 127<sup>th</sup> Street in Lemont, Illinois (Marble Landing Subdivision for Hartz Homes)

E. Resolution R-72-19 Authorizing a Reduction of a Letter of Credit for Kettering Phase 2 Grading

Motion to approve the consent agenda by Maher, seconded by Sniegowski, to approve the above items on the consent agenda by omnibus vote.

Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes.  
Motion passed.

### III. MAYOR'S REPORT

#### A. Mayor's Mention

1. Our Farmers Market, "Tuesday's on Talcott," is tomorrow and every Tuesday through October from 8 a.m. – 1 p.m. in the Talcott parking lot. We recently posted a POLCO survey to get input on the current market.

A comment we frequently hear is that people want an evening or weekend market. The Chamber held the market in the evening for the past two years, and it was not supported. Additionally, to have a weekend market, we do not have the staff, nor could we get the number of vendors needed because they are doing the larger markets in the area on weekends. So, we are trying to build back the Tuesday on Talcott, and we hope that those that can attend, will go and check it out. We thank all of you for that responded to our survey.

There are a few new vendors and also, "Making Memories with Butterflies" joins the market with a mission to help increase the endangered Monarch butterflies. She brings Monarch butterflies and has butterfly kits available, and will be at the market each week as long as she has butterflies.

Visit our website at, [lemont.il.us/FarmersMarket](http://lemont.il.us/FarmersMarket) , for more information.

2. Lemont Legends Cruise Nights continues on Wednesday's through the end of August from 6-9 p.m., in downtown Lemont. Visit, [myhcba.com](http://myhcba.com), for more information.
3. Census 2020 Neighborhood Address Canvassing started August 4 and continues through October 18. You may see hired Address Canvasser's in our neighborhoods confirming the location of houses, apartments and other places where people could live or stay to ensure the Census Bureau address list is accurate. Canvassers will have an official government badge with a photo ID, an official bag and an official laptop. They will be knocking on every door to achieve their goal of counting everyone once, and only once. We posted the US Census Bureau video with this information on our Facebook page and will be creating a website page. If you have any questions regarding these operations or the individuals working contact the Chicago Regional Office in Oak Brook at 800-865-6384. We will continue to provide information to you regarding the 2020 Census.



4. Corner Stone Tavern opened a few weeks ago located at 103 Stephen Street. They have a great food menu and boozy milkshake and an outside dining area. So, check them out.

B-Side Records opened at 114 Stephen Street selling vinyl records and stereo equipment with new and used inventory. Vinyl is coming back, so visit them.

Pollyanna Brewing Company expanded their interior area and that is now open at their location at 431 Talcott Ave.

If you haven't yet heard of Genuine Barbers, they are located just down the block from the Village Hall at 406 Main Street. Owner Giovanni is doing very well and has already added additional barbers. You can visit Genuine Barbers Facebook page for appointment availability.

#### B. Audience Participation

1. A resident mentioned a house at 1016 Coach Lane has over grown weeds, a fence that has mice under it and rotted wood around windows. This is a chronic nuisance will be addressed.
2. A resident complimented Ralph on the great job he did speaking to residents about their concern regarding the detention pond and the Gallagher & Henry project. She wanted to make sure this is a preliminary plat being approved tonight.

#### IV. CLERK'S REPORT

##### A. Ordinance

1. Ordinance O-61-19 Granting Preliminary PUD and Plat Approval for a Twenty-six unit Single-Family Detached Residential Subdivision Located at the Northeast Corner of Covington Drive and 127<sup>th</sup> Street in Lemont, Illinois

Motion by Sniegowski, seconded by Kwasneski, to adopt said ordinance. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

2. Ordinance O-62-19 Vacating a Certain Unimproved Alley at Logan Street and Hickory Street

Motion by Sniegowski, seconded by McClafferty, to adopt said ordinance. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

3. Ordinance O-63-19 Granting Certain Variation to §17.07.010 and Table 17-07-01 of Lemont Unified Development Ordinance to Allow a Detached Single-Family Home to Encroach into the Side Yard Setbacks in the R-4A District Located at 325 E Logan Street in Lemont, IL

Motion by Maher, seconded by Kwasneski, to adopt said ordinance. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

#### B. Resolution

1. Resolution R-73-19 Authorizing Award of Contract for Emily Lane Water Main Extension to Archer Avenue

Motion by Stapleton, seconded by Sniegowski, to adopt said resolution. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton 6 ayes. Motion passed.

2. Resolution R-74-19 Authorizing Award of Contract for 5<sup>th</sup> Street Water Main Extension North of McCarthy Road

Motion by Kwasneski, seconded by Maher, to adopt said resolution. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

3. Resolution R-75-19 Approving the Parking Garage Elevator Modernization Contract

Motion by McClafferty, seconded by Maher, to adopt said resolution. Roll call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

**V. VILLAGE ADMINISTRATOR REPORT- NONE**

**VI. BOARD REPORTS- None**

**VII. STAFF REPORTS-**

Administration-

1. Checkout our new website covering businesses in town.
2. Click on website to give opinions on website on survey question.

**VIII. UNFINISHED BUSINESS-None**

**IX. NEW BUSINESS-**

1. Complimented the department heads who contributed to the reports in our packet tonight.
2. School starts soon so watch for children.

**X. EXECUTIVE SESSION-**

Motion by Sniegowski, seconded by Kwasneski, to close regular session and to move into Executive Session Discussion under Chapter 5 ILCS 120 of the Open Meetings Act to discuss:

- A. Real Estate Purchase or Lease 2(c)5
- B. Setting Price for Real Estate 2(c)6
- C. Pending Litigation 2(c)11

Roll Call: Kittridge, Kwasneski, Maher, McClafferty, Sniegowski, Stapleton; 6 ayes. Motion passed.

**XI. MOTION TO ADJOURN**

There being no further business, a motion was made by Maher, seconded by McClafferty, to adjourn the meeting at 8:02 p.m. VV 6 ayes. Motion passed.

VILLAGE BOARD  
Committee of the Whole Meeting  
August 19, 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, Kittridge, Kwasneski, Maher, McClafferty, Sniegowski and Stapleton. Also present were George Schafer, Jason Berry, Chris Smith, Marc Maton and Village Attorney Mike Stillman.

**III. Discussion Items**

**A. The Forge Rezoning Discussion**

Community Development Director, Jason Berry presented on behalf of Jeanette Virgilio from LTAP Acquisition, LLC, who is the owner of the subject properties and is seeking Rezoning to B-4 Commercial Recreation from B-3 Arterial Commercial District for the 'Main Street parcels' located at the northwest corner of Walker Road and Main Street. The purpose of the requested zoning entitlements is to address a condition in the Preliminary PUD Ordinance O-41-19 to obtain B-4 zoning entitlement with certain appropriate B-3 uses on the subject property.

The Board had no issue with this item. It will be added to future Board meeting for approval.

**B. Bond Issuance Options- Refinancing and W&S Debt Options Discussion**

Finance Director, Chris Smith introduced Bob Vail from Bernardi Securities, who presented options on refinancing the 2010A and 2012B Taxable Bonds to the Board. He presented Interest rates on General Obligation Bonds continue to be favorable. Over the past several years, the Village has taken advantage of the favorable rates by advanced refunding and/or calling bonds with a net present value savings. Due to the new tax laws, agencies cannot advance refund tax exempt obligation bonds. However, agencies can advance refund taxable and Build America Bonds. The Build America Bonds were issued in 2010 and provide an early subsidy to the agency. This subsidy has been reduced about \$10,000 or 10% since its inception. The Village of Lemont investment policy states that the "A net present value debt service savings of at least three percent or greater must be achieved." The board agreed to proceed with the proposed Bond and it will be added to next board meeting.

**C. Local Road Weight Limits and Truck Routes Discussion**

Lemont Police Chief, Mark Maton, presented a recommendation of reduction in the allowable transit weight of non-designated Village roadways from 10 tons to 7 tons. All village owned roadways would be established as non-designated roads and be marked as 7 ton roads. All state or county roads would be considered "designated." In moving to a 7-ton limit in residential areas, a large number of potentially overweight vehicles would need to be exempted. Exempted vehicles would include delivery vehicles, moving trucks, motor homes, landscaping vehicles, and construction vehicles. Violating vehicles would be subject to a charge of Disobeying a Traffic Control Device (similar to stop sign violation.) The board agrees local road weight limits on truck would be a strategy on truck reroutes and keeping the trucks away from parts of town. This item will be added to next board meeting for approval.

**D. Excessive Call Ordinance Discussion**

The Lemont Police Department has received numerous excessive calls for service from various establishments within the Village. Call responses taxes the service ability of shift officers and reduces the amount of time available for crime reduction patrol. The Police Department is recommending a fee schedule similar to False Alarm billing where business would be assessed a fee once the call response to the business exceeds a reasonable limit of call responses every quarter of year. Board is in consent this this item. This item will be added to future Board meeting for approval.

**E. Main Street Class 6B Incentive Request Discussion**

Community Development Director, Jason Berry, presented this item on behalf of Scott L. David, representing IMP LLC and Profit Logistic, Inc. is seeking Village support for a Cook County Class 6B special assessment. Both IMP and Profit Logistic are owned by Ile "Eli" Stojcevski. The 5.8-acre property at 13511 Main Street was purchased in September 2017 for \$1,300,000. The property is zoned M-3 Heavy Manufacturing District. Freight Transportation Terminal is a permitted use in this district.

A site development permit was issued by the Village in December 2018; a building permit was issued in February 2019 for a 13,000 SF building with 8,395 SF of office, and 5 bays for truck and trailer repair. The site has parking for 100 trailers. Construction has not begun, and there are no licenses or occupancies issued at 13511 Main Street.

Mr. David notes that Profit Logistics seeks to relocate to Lemont, bringing 25 FT employees, 45-50 daily trucking jobs, and 3-5 administrative jobs. Space will be available to lease, potentially bringing additional jobs.

The property is currently classed as 5-90 Commercial minor improvement. IMP paid \$32,190.53 in 2018 property taxes. It was previous classed as 1-90 Minor Improvement on Vacant Land and paid only \$6,385.23 in 2017. The site was last occupied by Arkema, a petrochemical manufacturing firm, and before that Cook Composites and Polymers. The property was divided in half for sale, with the east half of the Arkema site still on the market.

This Class 6B request is in anticipation of the Cook County Assessor's Office (CCAO) reassessment, based on a new assessment model put in place by Assessor Fritz Kaegi that is raising commercial and industrial valuations. The Mayor asked the staff to look if there is TIF available for that property. The board does not have any issue with this parcel for a Cook County Class 6B special assessment. This item will be further discussed with the staff before reaching a decision.

**F. Downtown Zoning District Update Discussion**

Community Development Director, Jason Berry mentioned that, Lemont's Downtown District (DD) zoning district was created in 2005 and significantly amended in 2008. It stretches along Main St. from Illinois to New Ave, and includes portions of Illinois, Stephen St, Lemont St, State St, Lockport St, Talcott Ave, and all of Canal St, Ed Bossert Dr, Front St, and River Rd. The DD regulations are found in Chapter 17.09 of the Unified Development Ordinance (UDO). The full chapter can be reviewed at this link –

[https://library.municode.com/il/lemont/codes/code\\_of\\_ordinances?nodeId=TIT17UNDEOR\\_ARTIIIZOZOR\\_CH17.09DODI](https://library.municode.com/il/lemont/codes/code_of_ordinances?nodeId=TIT17UNDEOR_ARTIIIZOZOR_CH17.09DODI)

Type II reviews – of which staff can find no record of in the 11 years since the UDO's adoption – have the unusual requirement for a public hearing at the Village Board that follows the Village's Planned Unit Development (PUD) code. Section 17.09.060.D states: "the Village Board application shall be reviewed in accordance with the provisions of Chapter 17.08 [Planned Unit Developments] of this ordinance, with the exception that the Village Board shall conduct the public hearing instead of the Planning and Zoning Commission." This suggests that the PZC does not hear Type II reviews for permitted uses.

The PUD Approval Process begins at Section 17.08.050 of the UDO. This section can be reviewed at this link –

[https://library.municode.com/il/lemon/codes/code\\_of\\_ordinances?nodeId=TIT17UNDEOR\\_ARTIIIZOOOR\\_CH17.08PLUNDE\\_17.08.050PUAPPR](https://library.municode.com/il/lemon/codes/code_of_ordinances?nodeId=TIT17UNDEOR_ARTIIIZOOOR_CH17.08PLUNDE_17.08.050PUAPPR)

Clarity is sought by staff, as the PZC is generally responsible for the public hearing on special uses. Section 17.04.140.B on Special Uses. Public Hearing states, "The Planning and Zoning Commission shall conduct a public hearing on all special use applications except as otherwise noted in this ordinance." Using the PUD process for Type II approvals *may* be that exception, as PUDs are also a special use. There may also be some danger in holding a public hearing for a permitted use. The board had no issue with the proposed item.

#### **G. Bridge Engineering Proposal Discussion**

Community Development Director, Jason Berry presented this item to the Board. TERRA Engineering has submitted a proposal to the Village of Lemont to provide civil engineering associated with the design and preparation of a Phase I Project Development Report for the Stephen Street Bicycle and Pedestrian Trail Bridge. The Village worked with TERRA – at no charge to the Village– on two unsuccessful grant applications, first for the Illinois Transportation Enhancement Program (ITEP) in 2017 and again for Invest in Cook in 2019. Feedback shared from these applications suggested that the project remained too conceptual for funding. By completing Phase I the Village will have a strong application for future grants. The cost for Phase I engineering is \$223,233.30.

The scope of service includes a 1200 ft. extension of off-street trail, a bridge over the Sanitary and Ship Canal, a trailhead parking lot on the north side of the S&S Canal, and a canoe/kayak launch on the Des Plaines River.

TERRA has engaged John Ronin Architects to provide architectural design services. They will prepare three concepts for the bridge and circulation buildings – the elevator towers on either side of the canal necessary to get the bridge clearance required by the Army Corps of Engineers. This is an opportunity for the Village to work with a prestigious, international firm and ensure that the Stephen Street Bridge is an architecturally distinctive destination. Ronin provided the design for The Forge's Phase II buildings.

#### **H. Unified Development Ordinance (UDO) Text Amendment Discussion**

Community Development Director, Jason Berry presented Unified Development Ordinance (UDO) Text Amendment to the board. The UDO is currently confusing regarding child care facilities or day care centers or day care homes. There appears to have been some text cut off of an amendment in the past and the use table does not read clearly regarding child care facilities also. Staff is proposing to break child care facilities into two different definitions of "day care home" and "day care center". After researching other municipalities' code and Illinois State Statutes, the following proposed changes appear to be the most straightforward and common amongst communities. Staff has confirmed with the Village Attorney that the child care definition change is acceptable. Lastly, a definition for 'driveway' is proposed as it is not currently defined in the UDO. The board was in consent with the proposed item.

#### **I. Strategic Plan Implementation Update Discussion**

Village Administrator, George Schafer stated, from August 2017 through April 2018, the Lemont Village Board and senior leadership team engaged in a strategic planning process. The process resulted in strategic plan covering FY 2018-2021. The plan consists of six strategic priorities- the issues of greatest importance to the Village over the three-year period. Associated with each priority is a set of desired outcomes, key outcome indicators, and performance targets, describing expected results and how the results will be measured. The plan also includes strategic initiatives that will be undertaken to achieve the desired outcomes. Periodic status updates to the plan with the Village Board helps align staff and board with priorities previously agreed upon. The last update took place in conjunction with the budget process at the February Committee of the Whole. For this update, the public dashboard will be discussed along with other tracking mechanisms that are in place for projects/initiatives that have come up that are outside the plan.

**IV. Unfinished Business**

**V. New Business –**

- A. Short Street Vacation
- B. Vehicle Sticker Update
- C. Will County Triangle Financing Options
- D. Update on Commissions
- E. Hotel/Motel and Gasoline Taxes

**VI. Audience Participation – None**

**VII.** The Committee of the Whole Meeting adjourned at 9:56 p.m.

# Payment Register

From Payment Date: 8/13/2019 - To Payment Date: 8/26/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
19785	08/16/2019	Open			Accounts Payable	United States Postal Service	\$368.20		
	Invoice		Date	Description		Amount			
	19-08-14		08/14/2019	Permit #2447		\$368.20			
19786	08/19/2019	Open			Accounts Payable	Dream Home Enterprises, Inc.	\$1,000.00		
	Invoice		Date	Description		Amount			
	000735		01/28/2019	refund Clean Up Deposit - 1 Loblolly		\$1,000.00			
19787	08/19/2019	Open			Accounts Payable	O'Brien Construction	\$3,000.00		
	Invoice		Date	Description		Amount			
	95036		03/25/2019	refund clean up deposit - 15134 129th St		\$500.00			
	950704		03/25/2019	refund clean up deposit - 15156 Orchard Trail		\$500.00			
	960233		03/25/2019	refund clean up deposit - 15165 Turnberry Trail		\$500.00			
	960287		03/25/2019	refund clean up deposit - 1244 Eagle Crest Dr		\$500.00			
	950154		03/25/2019	refund clean up deposit - 1602 Ashbury Dr		\$1,000.00			
19788	08/26/2019	Open			Accounts Payable	5th Avenue Construction	\$4,000.00		
	Invoice		Date	Description		Amount			
	2018-00000475		07/26/2019	refund cleanup deposit - 12856 Tullamore Ln.		\$1,000.00			
	2018-00000364		08/13/2019	refund Clean up deposit - 12901 Dunmoor Dr.		\$1,000.00			
	2018-00000364(T)		08/13/2019	refund Temp Occ Bond - 12901 Dunmoor Dr.		\$500.00			
	2017-00000085		08/15/2019	refund Clean up deposit - 12929 Dunmoor Dr.		\$1,000.00			
	2017-00000085(T)		08/15/2019	refund Temp Occ deposit - 12929 Dunmoor Dr.		\$500.00			
19789	08/26/2019	Open			Accounts Payable	Altorfer Industries Inc	\$1,595.00		
	Invoice		Date	Description		Amount			
	S8732901		07/31/2019	bucket for mini excavator		\$1,595.00			
19790	08/26/2019	Open			Accounts Payable	AT&T	\$4,445.12		
	Invoice		Date	Description		Amount			
	63025722900719		07/25/2019	630 257-2290 820 6 well #3		\$321.78			
	63025724740719		07/25/2019	630 257-2474 474 0 p.d. backup phone line		\$481.82			
	63025752720719		07/25/2019	630 257-5272 181 8 metra station security cameras		\$229.14			
	63025752710719		07/25/2019	630 257-5271 183 5 harpers grove l/s		\$260.56			
	63025759360719		08/01/2019	630 257-5936 976 9 well #4		\$265.39			
	63025795390719		08/01/2019	630 257-9539 074 6 keepataw trails l/s		\$247.30			
	63025719820719		08/01/2019	630 257-1982 589 2 ruffled fthrs l/s		\$251.70			
	63025704360719		07/25/2019	630 257-0436 056 6 glens of connemara l/s		\$261.27			
	63024304480819		08/13/2019	630 243-0448 146 1 chestnut crossing l/s		\$226.49			
	63024304590819		08/13/2019	630 243-0459 681 3 oak tree l/s		\$242.59			
	63024312300819		08/09/2019	630 243-1230 805 2 eagle ridge l/s		\$238.61			
	63024314680819		08/13/2019	630 243-1468 926 9 parking garage		\$753.31			
	63024316090819		08/13/2019	630 243-1609 403 9 kohls-target l/s		\$124.87			
	63024317390819		08/13/2019	630 243-1739 155 8 well #6		\$290.15			
	63024373750819		08/13/2019	630 243-7375 749 4 art & culture commission		\$250.14			
19791	08/26/2019	Open			Accounts Payable	AT&T	\$153.56		
	Invoice		Date	Description		Amount			
	19-07-1261		07/31/2019	142021261 - Village Hall internet		\$71.78			
	19-08-9005		08/02/2019	126379005 - metra station internet		\$81.78			



# Payment Register

From Payment Date: 8/13/2019 - To Payment Date: 8/26/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19792	08/26/2019	Open			Accounts Payable	Automated Forms & Graphics Inc	\$382.02		
	Invoice		Date	Description		Amount			
	29195		07/23/2019	500 Ivory Tote Bags		\$382.02			
19793	08/26/2019	Open			Accounts Payable	Avalon Petroleum Company	\$7,883.02		
	Invoice		Date	Description		Amount			
	020083		07/26/2019	1400 gallons diesel		\$3,596.32			
	464985		07/26/2019	1493 gallons regular		\$4,286.70			
19794	08/26/2019	Open			Accounts Payable	Azavar Audit Solutions	\$5.76		
	Invoice		Date	Description		Amount			
	2020-00000601		08/01/2019	Mmm yyyy utility audit contingency pmt		\$5.76			
19795	08/26/2019	Open			Accounts Payable	Beechen & Dill Homes Inc	\$6,000.00		
	Invoice		Date	Description		Amount			
	2017-00001115		08/20/2019	refund clean up deposit - 13413 Adeline Cir		\$1,000.00			
	2017-00001115(L)		08/16/2019	refund Landscape Bond - 13413 Adeline Cir		\$5,000.00			
19796	08/26/2019	Open			Accounts Payable	Burns Plumbing	\$3,520.00		
	Invoice		Date	Description		Amount			
	13385		06/04/2019	VH sump repair		\$540.00			
	13488		08/06/2019	Safety Village		\$2,980.00			
19797	08/26/2019	Open			Accounts Payable	Chicago Metropolitan Agency for Planning	\$623.80		
	Invoice		Date	Description		Amount			
	FY2020--134		07/01/2019	FY2020 Local Contribution		\$623.80			
19798	08/26/2019	Open			Accounts Payable	Chicago Street CCDD, LLC	\$3,615.00		
	Invoice		Date	Description		Amount			
	17867		07/30/2019	Dump fees for 1 Rod Road		\$3,615.00			
19799	08/26/2019	Open			Accounts Payable	ComEd	\$916.74		
	Invoice		Date	Description		Amount			
	19-08-9011		08/01/2019	6534089011 - street lights - 411 Singer Ave Rear		\$277.63			
	19-08-2063		08/01/2019	1443022063 - street lights - KA Steel path		\$29.01			
	19-08-3015		08/01/2019	0432203015 - street lights - 44 Stephen St		\$244.57			
	19-08-0155		08/01/2019	1515080155 - street lights - 451 Talcott		\$8.27			
	19-08-3016		08/01/2019	9338003016 - street lights - houston 1N schultz		\$23.04			
	19-08-4009		08/01/2019	0348764009 - street lights - 47 Stevens St		\$55.47			
	19-08-4054		08/13/2019	4161134054 - street lights - 0 12701 TRE, 171 LEMONT		\$46.64			
	19-07-0007		08/01/2019	1173160007 - street lights - talcott, e of stephen		\$119.05			
	19-07-2285		08/01/2019	1389012285 - 0 W State St, 1N Canal*Festival Lemont		\$34.17			
	19-07-4052		08/01/2019	2163104052 - street lights - stephen st 1 S river		\$42.11			
	19-07-8014		08/01/2019	3909078014 - street lights - illinois, e of stephen		\$16.96			
	19-07-8029		08/01/2019	0615008029 - EBOSSERT DR METR 0 E STATE ST		\$19.82			
19800	08/26/2019	Open			Accounts Payable	Create Cut Invent / Closed Circuit Innovations Inc	\$2,430.00		
	Invoice		Date	Description		Amount			
	SEP 2019		08/01/2019	Security Camera Maintenance		\$2,430.00			

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19801	08/26/2019	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,025.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	26177		07/15/2019		Aug 2019 Office Cleaning		\$3,025.00		
19802	08/26/2019	Open			Accounts Payable	Dustcatchers, Inc.	\$136.20		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	49371		05/30/2018		PD floor mats		\$68.10		
	40459		10/18/2017		PD floor mats		\$68.10		
19803	08/26/2019	Open			Accounts Payable	Dynegy Energy Services LLC	\$36,595.12		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	153917619071		08/01/2019		GMCVLG1004		\$8,245.60		
	1539176179071		08/01/2019		GMCVLG1001		\$28,349.52		
19804	08/26/2019	Open			Accounts Payable	Green Day Landscaping Inc	\$8,700.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1569		07/30/2019		hazardous stair replacement 8 locations		\$8,700.00		
19805	08/26/2019	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$2,607.02		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2018793		08/13/2019		I.T. Support		\$1,200.00		
	2018753		07/29/2019		I.T. Support		\$1,407.02		
19806	08/26/2019	Open			Accounts Payable	Halper, Peggy	\$715.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0111		07/20/2019		Planning And Zoning Minutes		\$315.00		
	0110		08/01/2019		Public Zoning Committee Minutes		\$400.00		
19807	08/26/2019	Open			Accounts Payable	Harkness, Patrick, J	\$724.20		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19-08-01 LH		08/01/2019		2018 RE Tax Rebate		\$724.20		
19808	08/26/2019	Open			Accounts Payable	Illinois Law Enforcement Alarm System	\$120.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	DUES8768		07/01/2019		2019 Annual Membership Dues		\$120.00		
19809	08/26/2019	Open			Accounts Payable	Illinois State Police	\$226.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19-07-31 ISP		07/31/2019		Cost Center:01600 ORI:IL016600L, ORI:ILL03542S		\$226.00		
19810	08/26/2019	Open			Accounts Payable	Infinisource Benefit Services	\$27.45		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	90603200		07/27/2019		Outside Services-all professional services		\$27.45		
19811	08/26/2019	Open			Accounts Payable	IRMA	\$200.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	SALES0017656		07/31/2019		Jul deductible		\$200.00		
19812	08/26/2019	Open			Accounts Payable	Klein Thorpe & Jenkins Ltd	\$77.07		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	204227		07/30/2019		1184 - Tax Appeal Services		\$77.07		

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19813	08/26/2019	Open			Accounts Payable	Lemont Fire Protection District	\$2,300.00		
	Invoice		Date	Description		Amount			
	19-07-31 FPD		07/31/2019	May-Jul Impact Fees		\$2,300.00			
19814	08/26/2019	Open			Accounts Payable	Lemont High School Dist 210	\$22,836.00		
	Invoice		Date	Description		Amount			
	19-07-31 D210		07/31/2019	May-Jul Impact Fees		\$22,836.00			
19815	08/26/2019	Open			Accounts Payable	Lemont Park District	\$64,036.50		
	Invoice		Date	Description		Amount			
	81019		08/09/2019	Fireworks - Village Share		\$10,000.00			
	19-07-31 PkD		07/31/2019	May-Jul Impact Fees		\$54,036.50			
19816	08/26/2019	Open			Accounts Payable	Lemont Public Library District	\$3,535.04		
	Invoice		Date	Description		Amount			
	19-07-31 LIB		07/31/2019	May-Jul Impact Fees		\$3,535.04			
19817	08/26/2019	Open			Accounts Payable	Lemont-Bromberek Combined School District 113A	\$47,269.46		
	Invoice		Date	Description		Amount			
	19-07-31 113A		07/31/2019	May-Jul Impact Fees		\$47,269.46			
19818	08/26/2019	Open			Accounts Payable	Look Nu, LLC	\$24.00		
	Invoice		Date	Description		Amount			
	467		08/01/2019	PD car washes July 2019		\$24.00			
19819	08/26/2019	Open			Accounts Payable	M/I Homes of Chicago	\$8,000.00		
	Invoice		Date	Description		Amount			
	2018-00001016(L)		07/26/2019	Landscape Bond Refund - 13848 Amelia Dr.		\$5,000.00			
	2018-00001016		07/26/2019	Clean Up Bond - 13848 AMELIA DR.		\$1,000.00			
	2019-00000025		07/26/2019	Clean up deposit - 13930 Anne Dr.		\$1,000.00			
	2019-00000047		08/06/2019	Clean up deposit - 13864 Anne Dr.		\$1,000.00			
19820	08/26/2019	Open			Accounts Payable	Mathias, Bruce, E	\$643.20		
	Invoice		Date	Description		Amount			
	19-08-01 BM		08/01/2019	2018 RE Tax Rebate		\$643.20			
19821	08/26/2019	Open			Accounts Payable	Menards	\$37.52		
	Invoice		Date	Description		Amount			
	54247		08/01/2019	tools		\$11.98			
	54152		07/30/2019	tools,supplies		\$25.54			
19822	08/26/2019	Open			Accounts Payable	Metropolitan Industries Inc	\$8,766.00		
	Invoice		Date	Description		Amount			
	INV008091		07/30/2019	Main St metromail monitoring control panel		\$4,120.50			
	INV008094		07/30/2019	RF metromail monitoring control panel		\$4,120.50			
	INV008096		07/30/2019	Eagle Ridge dialer repair		\$525.00			
19823	08/26/2019	Open			Accounts Payable	Midwest Equipment Sales and Service Inc	\$35,200.00		
	Invoice		Date	Description		Amount			
	012676		08/14/2019	Stertil Koni Vehicle Lifts		\$35,200.00			
19824	08/26/2019	Open			Accounts Payable	Morris Engineering, Inc.	\$5,205.00		
	Invoice		Date	Description		Amount			
	19-07424		07/02/2019	BUILDING DEPT. REVIEWS		\$5,205.00			

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19825	08/26/2019	Open			Accounts Payable	NiCor Gas	\$473.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19-08-2382 4		08/01/2019		88-84-93-2382 4 glens of connemara l/s		\$39.80		
	19-08-8700 1		08/01/2019		93-56-54-8700 1 smith farms l/s		\$34.87		
	19-08-2000 8		08/01/2019		74-12-00-2000 8 harpers grove l/s		\$35.96		
	19-08-2000 6		08/01/2019		69-98-10-2000 6 oak tree ln l/s		\$35.96		
	19/08-0043 0		08/08/2019		69-22-85-0043 0 ruffled fthrs l/s		\$110.97		
	19/08-2000 4		08/02/2019		04-46-52-2000 4 well #4		\$34.86		
	19/08-2000 8		08/07/2019		37-54-52-2000 8 well #3		\$34.87		
	19/08-20008		08/12/2019		85-71-20-20008 keepataw trails l/s		\$40.74		
	19/08-4722 3		08/07/2019		91-25-56-4722 3 eagle ridge l/s		\$35.40		
	19/08-9378 5		08/02/2019		25-59-90-9378 5 well #6		\$34.86		
	19/08-9589 2		08/07/2019		37-62-87-9589 2 target-kohls l/s		\$34.87		
19826	08/26/2019	Open			Accounts Payable	Novotny Engineering	\$37,949.71		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18298-2		06/25/2019		ALDI EXPANSION		\$564.00		
	18211-1		06/25/2019		PETE'S GROCERY REMODEL ON STATE		\$41.50		
	16162-2		06/25/2019		509 PORTER ST.		\$83.00		
	19002-1		07/30/2019		2019 MFT Resurfacing		\$19,298.43		
	18465-1		07/30/2019		5th St water main extension		\$7,658.51		
	17185-17		07/30/2019		Derby Pines		\$154.00		
	15135-25		07/30/2019		Seven Oaks Townhomes		\$83.00		
	05382-45		07/30/2019		Glens of Connemara		\$154.00		
	12387-39		07/30/2019		Kettering Subd phase 2		\$385.00		
	02115-88		07/30/2019		CSO flow monitoring		\$485.77		
	18151-5		07/30/2019		water tank site evaluation		\$207.50		
	17416-12		07/30/2019		Ruffled Feathers drainage		\$705.50		
	18325-3		07/30/2019		2019 water main		\$1,072.00		
	18025-12		07/30/2019		Willow Pointe Duplexes		\$1,617.00		
	16187-16		08/01/2019		Timberline Knolls West Side Expansion (case 2012-02)		\$1,386.00		
	18464-3		07/30/2019		Hilltop Park Improvements by Lemont park District		\$539.00		
	17344-1		08/13/2019		Outside Services-all professional services		\$166.00		
	19202-2		08/01/2019		Seaways, Inc. Subdivision on River Str. at Stephen Str.		\$249.00		
	16344-15		08/08/2019		Hartz Construction Lemont Assemblage		\$415.00		
	18302-5		08/08/2019		Covinton Knolls - phase 8		\$373.50		
	19274-1		08/01/2019		Lomas Resubdivision - 16222 W. 127th Street		\$166.00		
	15109-20		08/01/2019		The Estates of Montefiore		\$498.00		
	18365-4		08/09/2019		Old St. James Academy		\$166.00		
	17421-8		08/08/2019		Rolling Meadows - Unit 4		\$83.00		
	17260-14		08/01/2019		Vics Trucking - 13751 Main Street		\$747.00		
	18435-3		08/01/2019		Notting Hill Subdivision (Beechan & Dill		\$166.00		
	19272-1		08/08/2019		Southwest Corner of State St. & Peiffer St.		\$166.00		
	19244-1		08/08/2019		Hoffman Subdivision on Fourth St./Fifth St.		\$166.00		
	18211-2		08/01/2019		Pete's Grocery Remodel on State Street		\$154.00		
19827	08/26/2019	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$189.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1011733729		08/01/2019		DOT Random Drugs/Alcohol Testing		\$65.00		
	1011764587		08/08/2019		Pre-Employment Testing		\$124.50		

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19828	08/26/2019	Open			Accounts Payable	Odelson & Sterk, Ltd.	\$27,223.75		
	Invoice		Date	Description		Amount			
	25950		08/08/2019	Jun 2019 Legal Projects		\$20,513.75			
	25951		08/08/2019	Jun 2019 Retainer		\$6,710.00			
19829	08/26/2019	Open			Accounts Payable	Office Depot	\$864.40		
	Invoice		Date	Description		Amount			
	343786778001		07/18/2019	office supplies		\$160.42			
	343792648001		07/18/2019	office supplies		\$25.17			
	356767280001		08/01/2019	office supplies		\$237.05			
	346675945001		07/23/2019	office supplies		\$217.13			
	2020-00000583		08/06/2019	office supplies		\$131.64			
	348259578001		08/01/2019	Supplies		\$92.99			
19830	08/26/2019	Open			Accounts Payable	Orange Crush, LLC	\$14,296.32		
	Invoice		Date	Description		Amount			
	73297		07/31/2019	1 Rod Road blacktop		\$14,296.32			
19831	08/26/2019	Open			Accounts Payable	PDC Laboratories	\$66.00		
	Invoice		Date	Description		Amount			
	I9380651		08/13/2019	sample testing		\$66.00			
19832	08/26/2019	Open			Accounts Payable	Poellot, Joshua, J	\$500.00		
	Invoice		Date	Description		Amount			
	80119		08/01/2019	Jul 2019 TV/AV support services		\$500.00			
19833	08/26/2019	Open			Accounts Payable	Policy Confluence dba POLCO	\$3,000.00		
	Invoice		Date	Description		Amount			
	1208		07/30/2019	Annual Service and License 6/15/19-6/15/20		\$3,000.00			
19834	08/26/2019	Open			Accounts Payable	Quaid, Deborah, L	\$685.67		
	Invoice		Date	Description		Amount			
	19-08-01 DQ		08/01/2019	2018 RE Tax Rebate		\$685.67			
19835	08/26/2019	Open			Accounts Payable	Quench USA Inc	\$309.12		
	Invoice		Date	Description		Amount			
	INV01929739		08/01/2019	Account:D068988 - water cooler rental agreement		\$164.60			
	301136393		07/25/2019	146998 - coffee service supplies		\$144.52			
19836	08/26/2019	Open			Accounts Payable	Quill Corporation	\$223.90		
	Invoice		Date	Description		Amount			
	8921763		07/23/2019	VH office, breakroom supplies		\$223.90			
19837	08/26/2019	Open			Accounts Payable	Quinlan Security Systems	\$605.70		
	Invoice		Date	Description		Amount			
	24887		08/01/2019	PD door access		\$398.85			
	24832		08/01/2019	Metra door access		\$206.85			
19838	08/26/2019	Open			Accounts Payable	Rag's Electric	\$1,710.25		
	Invoice		Date	Description		Amount			
	22135		03/29/2019	Well 3 repair		\$155.25			
	22142		04/16/2019	Well 3 repair		\$634.00			
	22137		03/29/2019	Well 3 repair		\$921.00			

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19839	08/26/2019	Open			Accounts Payable	Rainbow Printing	\$65.95		
	Invoice		Date	Description		Amount			
	413780		07/22/2019	Business cards for Health Inspector		\$65.95			
19840	08/26/2019	Open			Accounts Payable	Razor Image	\$100.00		
	Invoice		Date	Description		Amount			
	19-07-31		07/31/2019	Banner		\$100.00			
19841	08/26/2019	Open			Accounts Payable	Rod Baker Ford	\$604.52		
	Invoice		Date	Description		Amount			
	178027		07/30/2019	parts		\$604.52			
19842	08/26/2019	Open			Accounts Payable	Route 66 Asphalt Company a K-Five Company	\$14,892.23		
	Invoice		Date	Description		Amount			
	17122		08/01/2019	1 Rod Road blacktop		\$14,892.23			
19843	08/26/2019	Open			Accounts Payable	Rush Truck Centers	\$2,601.86		
	Invoice		Date	Description		Amount			
	3015934120		07/30/2019	parts		\$2,389.16			
	3015930448		07/30/2019	parts		\$36.90			
	3015916504		07/29/2019	parts		\$175.80			
19844	08/26/2019	Open			Accounts Payable	Shaw Media	\$334.00		
	Invoice		Date	Description		Amount			
	081910074589		08/13/2019	6/7/19 back page ad - Farmer's Market		\$334.00			
19845	08/26/2019	Open			Accounts Payable	Shred-It USA, LLC	\$147.00		
	Invoice		Date	Description		Amount			
	8127734763		08/01/2019	VH shredding 13316714		\$82.80			
	8127736276		07/22/2019	LPD shredding 13335609		\$64.20			
19846	08/26/2019	Open			Accounts Payable	Smollen, Charlene	\$513.46		
	Invoice		Date	Description		Amount			
	19-28-07		08/01/2019	Expenses		\$513.46			
19847	08/26/2019	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	109029		07/31/2019	Jul 2019 Adjudication		\$1,000.00			
19848	08/26/2019	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$14,980.88		
	Invoice		Date	Description		Amount			
	201906		08/01/2019	Jun 2019 reviews and inspections		\$10,045.88			
	201907		08/01/2019	Jul 2019 reviews and inspections		\$4,935.00			
19849	08/26/2019	Open			Accounts Payable	The Carroll-Keller Group, Ltd.	\$1,435.00		
	Invoice		Date	Description		Amount			
	10827		08/07/2019	8/28/19 Training		\$765.00			
	10831		08/07/2019	9/9/19 Training		\$670.00			
19850	08/26/2019	Open			Accounts Payable	Treasurer, State of Illinois	\$3,530.17		
	Invoice		Date	Description		Amount			
	55817		08/01/2019	19GM traffic signal maintenance		\$3,530.17			
19851	08/26/2019	Open			Accounts Payable	Tressler, LLP	\$24.00		
	Invoice		Date	Description		Amount			
	407124		08/16/2019	07/30/19 legal fees		\$24.00			

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19852	08/26/2019	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$335.00		
	Invoice		Date	Description		Amount			
	037179		07/30/2019	repair parts		\$335.00			
19853	08/26/2019	Open			Accounts Payable	Verizon Wireless	\$47.17		
	Invoice		Date	Description		Amount			
	9835362309		08/01/2019	685282853-00001		\$47.17			
19854	08/26/2019	Open			Accounts Payable	Village of Orland Park	\$65.00		
	Invoice		Date	Description		Amount			
	33301333		08/05/2019	Jul 2019 Prisoner housing		\$65.00			
19855	08/26/2019	Open			Accounts Payable	Vulcan Materials	\$188.09		
	Invoice		Date	Description		Amount			
	32068155		08/13/2019	19GM stone		\$188.09			
19856	08/26/2019	Open			Accounts Payable	WEX Fleet Universal	\$264.84		
	Invoice		Date	Description		Amount			
	60548664		07/31/2019	July 2019 retail fuel		\$264.84			
19857	08/26/2019	Open			Accounts Payable	Ballard, Thomas	\$8.80		
	Invoice		Date	Description		Amount			
	19-08-16 TB		08/16/2019	reimbursement - EMA Deployment		\$8.80			
19858	08/26/2019	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	2019082985		08/06/2019	C Piasecki		\$30.00			
19859	08/26/2019	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	2019082985		08/06/2019	C Piasecki		\$30.00			
19860	08/26/2019	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	2019082985		08/06/2019	C Piasecki		\$5.00			
19861	08/26/2019	Open			Accounts Payable	Atchison, Trent	\$60.00		
	Invoice		Date	Description		Amount			
	19-08-06		08/06/2019	refund - purchased two vehicle stickers for 1 car		\$60.00			
19862	08/26/2019	Open			Accounts Payable	Cepican, Kurt	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000701		08/06/2019	Clean up deposit - 327 Logan ST.		\$1,000.00			
19863	08/26/2019	Open			Accounts Payable	Clean Fix	\$25.00		
	Invoice		Date	Description		Amount			
	19-07-01		07/01/2019	Window Washing at Art Gallery 1243 State St		\$25.00			
19864	08/26/2019	Open			Accounts Payable	Cronin, James	\$60.00		
	Invoice		Date	Description		Amount			
	19-08-13		08/01/2019	refund for senior discount on Village Stickers		\$60.00			
19865	08/26/2019	Open			Accounts Payable	Doherty	\$500.00		
	Invoice		Date	Description		Amount			
	2018-0000983		08/01/2019	REFUND CLEANUP DEPOSIT -12274 St. James Way		\$500.00			



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19866	08/26/2019	Open			Accounts Payable	Doherty, Denver	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000983		07/31/2019	Bond refund -12274 St. James Way		\$1,000.00			
19867	08/26/2019	Open			Accounts Payable	Doherty Custom Homes	\$5,000.00		
	Invoice		Date	Description		Amount			
	2018-00000983(L)		08/01/2019	Landscape Bond - 12274 St. James Way		\$5,000.00			
19868	08/26/2019	Open			Accounts Payable	Fontino, Dominic	\$60.00		
	Invoice		Date	Description		Amount			
	19-08-07		08/07/2019	refund - sold car, not replaced, no longer needs village sticker		\$60.00			
19869	08/26/2019	Open			Accounts Payable	Ganz Builders	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00001097		07/26/2019	Clean up deposit - 997 Florence St.		\$1,000.00			
19870	08/26/2019	Open			Accounts Payable	Ganz Builders	\$5,000.00		
	Invoice		Date	Description		Amount			
	2017-00001097		08/26/2019	Temp Co Bond - 997 Florence Street.		\$5,000.00			
19871	08/26/2019	Open			Accounts Payable	Ganz Builders	\$500.00		
	Invoice		Date	Description		Amount			
	2017-00001097(I)		07/26/2019	Landscape Bond - 997 Florence St.		\$500.00			
19872	08/26/2019	Open			Accounts Payable	Gilligan, Julie	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000489		08/01/2019	Clean up deposit - 13824 Amelia Dr.		\$1,000.00			
19873	08/26/2019	Open			Accounts Payable	Harmsen, Christine	\$30.00		
	Invoice		Date	Description		Amount			
	19-08-08		08/08/2019	refund for senior discount on Vehicle Stickers		\$30.00			
19874	08/26/2019	Open			Accounts Payable	JANIK, DAVID	\$60.00		
	Invoice		Date	Description		Amount			
	19-01-08		08/01/2019	Vehicle Sticker Overpayment #1174		\$60.00			
19875	08/26/2019	Open			Accounts Payable	Kadet, Kathy or Rodger	\$30.00		
	Invoice		Date	Description		Amount			
	19-08-19 KRK		08/19/2019	refund amount overpaid for 'senior" sticker		\$30.00			
19876	08/26/2019	Open			Accounts Payable	Medek, Paul	\$30.00		
	Invoice		Date	Description		Amount			
	19-08-13 PM		08/13/2019	refund for sticker purchased for vehicle scrapped 7/19/19		\$30.00			
19877	08/26/2019	Open			Accounts Payable	Mitrenga, Laura	\$60.00		
	Invoice		Date	Description		Amount			
	19-08-05		08/01/2019	refund - purchased two stickers for one car		\$60.00			
19878	08/26/2019	Open			Accounts Payable	O'Donnell, Jennifer	\$120.00		
	Invoice		Date	Description		Amount			
	19-29-07		08/01/2019	Unincorporated Vehicle Sticker Purchase in Error		\$120.00			
19879	08/26/2019	Open			Accounts Payable	Silver Cross Hospital	\$1,000.00		
	Invoice		Date	Description		Amount			
	2019-00000405		08/19/2019	refund Clean Up Deposit - 15505 127th St		\$1,000.00			



# Payment Register

From Payment Date: 8/13/2019 - To Payment Date: 8/26/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19880	08/26/2019	Open			Accounts Payable	Stech, Lori	\$30.00		
	Invoice								
	19-07-31		Date	Description			Amount		
			08/01/2019	Vehicle Sticker Overpayment #12110			\$30.00		
19881	08/26/2019	Open			Accounts Payable	Total Green LLM	\$75.00		
	Invoice								
	19-07-08 TG		Date	Description			Amount		
			07/08/2019	7/3/19 lawn service			\$75.00		
19882	08/26/2019	Open			Accounts Payable	Urbanick, Bron	\$60.00		
	Invoice								
	19-08-06 BU		Date	Description			Amount		
			08/01/2019	refund Village Sticker purchase - Unincorporated resident			\$60.00		
19883	08/26/2019	Open			Accounts Payable	Wilk, Richard	\$1,000.00		
	Invoice								
	2018-0000292		Date	Description			Amount		
			08/01/2019	bond refund - 12871 Mayfair Dr.			\$1,000.00		
19884	08/26/2019	Open			Accounts Payable	Wilk, Richard	\$5,000.00		
	Invoice								
	2018-00000292(L)		Date	Description			Amount		
			08/01/2019	landscape bond refund - 12871 Mayfair Dr.			\$5,000.00		
19885	08/26/2019	Open			Accounts Payable	Wilk, Richard	\$500.00		
	Invoice								
	2018-00000292(T)		Date	Description			Amount		
			08/01/2019	temp bond refund - 12871 Mayfair Dr.			\$500.00		
Type Check Totals:					101 Transactions		\$443,444.45		
EFT									
523	08/26/2019	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice								
	19-08-15		Date	Description			Amount		
			08/15/2019	Sep 2019 payment			\$1,147.49		
524	08/26/2019	Open			Accounts Payable	Baker Tilly Virchow Krause, LLP	\$18,000.00		
	Invoice								
	BT1455610		Date	Description			Amount		
			07/30/2019	FY19 Audit Progress Bill			\$18,000.00		
525	08/26/2019	Open			Accounts Payable	CareerBuilder Employment Screening, LLC	\$145.40		
	Invoice								
	AUR1135525		Date	Description			Amount		
			07/31/2019	Pre-Employment Background Screen			\$145.40		
526	08/26/2019	Open			Accounts Payable	CivicPlus	\$3,742.93		
	Invoice								
	188816		Date	Description			Amount		
			08/01/2019	2nd Qtr FY20			\$3,742.93		
527	08/26/2019	Open			Accounts Payable	Neopost #6083457	\$2,000.00		
	Invoice								
	19-08-01		Date	Description			Amount		
			08/01/2019	via ACH - POC # 6083457			\$2,000.00		
528	08/26/2019	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice								
	0000438		Date	Description			Amount		
			07/31/2019	Jul 2019 services			\$3,336.67		
529	08/26/2019	Open			Accounts Payable	Tate, Jamie, M	\$763.00		
	Invoice								
	19-15		Date	Description			Amount		
			08/16/2019	7/22/19-8/04/19 planning services			\$763.00		
Type EFT Totals:					7 Transactions		\$29,135.49		
FM-Clearing - Accounts Payable Totals									

# Payment Register

From Payment Date: 8/13/2019 - To Payment Date: 8/26/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>Checks</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	101	\$443,444.45	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>101</b>	<b>\$443,444.45</b>	<b>\$0.00</b>	
				<b>EFTs</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	7	\$29,135.49	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>7</b>	<b>\$29,135.49</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$472,579.94	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>108</b>	<b>\$472,579.94</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>				<b>Checks</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	101	\$443,444.45	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>101</b>	<b>\$443,444.45</b>	<b>\$0.00</b>	
				<b>EFTs</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	7	\$29,135.49	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>7</b>	<b>\$29,135.49</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	108	\$472,579.94	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>108</b>	<b>\$472,579.94</b>	<b>\$0.00</b>	

TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Resolution of Inducement for Capital Improvement Projects in Will County  
DATE: August 22, 2019

## **SUMMARY/ BACKGROUND**

The Village of Lemont has approved a capital improvement project that will extend Village-owned water main from Emily Lane to 135<sup>th</sup> Street and Archer Avenue in Will County. This project is being completed to serve a new fuel center on Archer Avenue and open the properties between 135<sup>th</sup> Street, Archer, and I-355 to potential development. This “Will County Triangle” was subject to a boundary agreement between the Villages of Lemont and Homer Glen.

In order for these expenses to be eligible for reimbursement through potential economic development programs such as Tax Increment Financing (TIF), the Village must pass a resolution of inducement.

The attached resolution does not establish a TIF district but allows the water main improvements to be eligible for reimbursement from a district should one be determined to be eligible and necessary.

## **ANALYSIS**

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

*2018-21 Strategic Plan.*

Development of the Will County Triangle is consistent with the Strategic Priority of Community Development, Economic Vitality, and Infrastructure Maintenance.

*Lemont 2030 Comprehensive Plan.*

The Lemont 2030 Future Land Use Map identifies the Will County Triangle for Community Retail.

## **STAFF RECOMMENDATION**

Approval of the attached resolution of inducement with the establishment of the Triangle TIF District.

## **BOARD ACTION REQUESTED**

Motion and approval of the attached resolution.

## **ATTACHMENTS**

1. A RESOLUTION OF INDUCEMENT PERTAINING TO CAPITAL IMPROVEMENT PROJECTS TO BE CONSTRUCTED IN CONJUNCTION WITH THE ESTABLISHMENT OF THE TRIANGLE TIF DISTRICT BY THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS
2. Will County Triangle aerial map



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

**A RESOLUTION OF INDUCEMENT PERTAINING TO CAPITAL IMPROVEMENT  
PROJECTS TO BE CONSTRUCTED IN CONJUNCTION WITH THE  
ESTABLISHMENT OF THE TRIANGLE TIF DISTRICT BY THE VILLAGE OF  
LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>th</sup> DAY OF AUGUST, 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 26<sup>th</sup> Day of August, 2019.**

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

**A RESOLUTION OF INDUCEMENT PERTAINING TO CAPITAL  
IMPROVEMENT PROJECTS TO BE CONSTRUCTED IN  
CONJUNCTION WITH THE ESTABLISHMENT OF THE  
TRIANGLE TIF DISTRICT BY THE VILLAGE OF LEMONT,  
COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS**

**WHEREAS**, the Village of Lemont (the “Village”) has proposed to establish the Triangle TIF District for tax parcels 16-05-05-100-006-0000; 16-05-05-100-009-0000; 16-05-05-100-022-0000; 16-05-05-100-023-0000; and 16-05-05-100-024-0000 (the “TIF District”), pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “TIF Act”);

**WHEREAS**, the Village has proposed to construct a water main to service the TIF District (the “Project”) for a cost not to exceed \$750,000, subject to the establishment of the TIF District and the adoption of tax increment financing by the Village;

**WHEREAS**, economic development would not and could not occur within the TIF District unless the Project is constructed to service the proposed businesses to be located therein;

**WHEREAS**, subject to the establishment of the TIF District and adoption of tax increment financing, the Village expects to reimburse itself for certain costs and expenses which are paid or incurred in connection with the Project from incremental tax revenues generated by the TIF District, provided such expenses qualify as eligible redevelopment costs under the TIF Act;

**WHEREAS**, the Village reasonably expects to pay or incur certain costs and expenses in connection with the Project prior to the establishment of the TIF District which will be reimbursed by the TIF District from bond proceeds or incremental tax revenues in accordance with the TIF Act; and

**WHEREAS**, this Resolution is intended to induce the Village to incur costs and expenses for the Project, thereby satisfying the purposes of the TIF District and the Internal Revenue Service.

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

**SECTION ONE:** The recitals set forth in the above prefatory clauses are hereby adopted as the findings of the Village and are expressly incorporated herein as a part of this Resolution.

**SECTION TWO:** The Village hereby declares its intention to establish the TIF District and to enter into a Redevelopment Agreement to reimburse itself for certain redevelopment project costs that it incurs relative to the Project to the extent the same qualify as eligible redevelopment project costs under the TIF Act.

**SECTION THREE:** This Resolution is adopted to induce the Village to proceed with the Project, and to incur costs for the Project, pending the establishment of the TIF District.

**SECTION FOUR:** To the extent the Village issues tax-exempt obligations the proceeds of which are to be allocated to the Project, this Resolution shall constitute the Village’s “official intent” pursuant to Section 1.150-2 of U.S. Treasury regulations for the use of the proceeds for reimbursement of such expenses and costs.

**SECTION FIVE:** That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, THIS 26<sup>th</sup> DAY OF AUGUST, 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

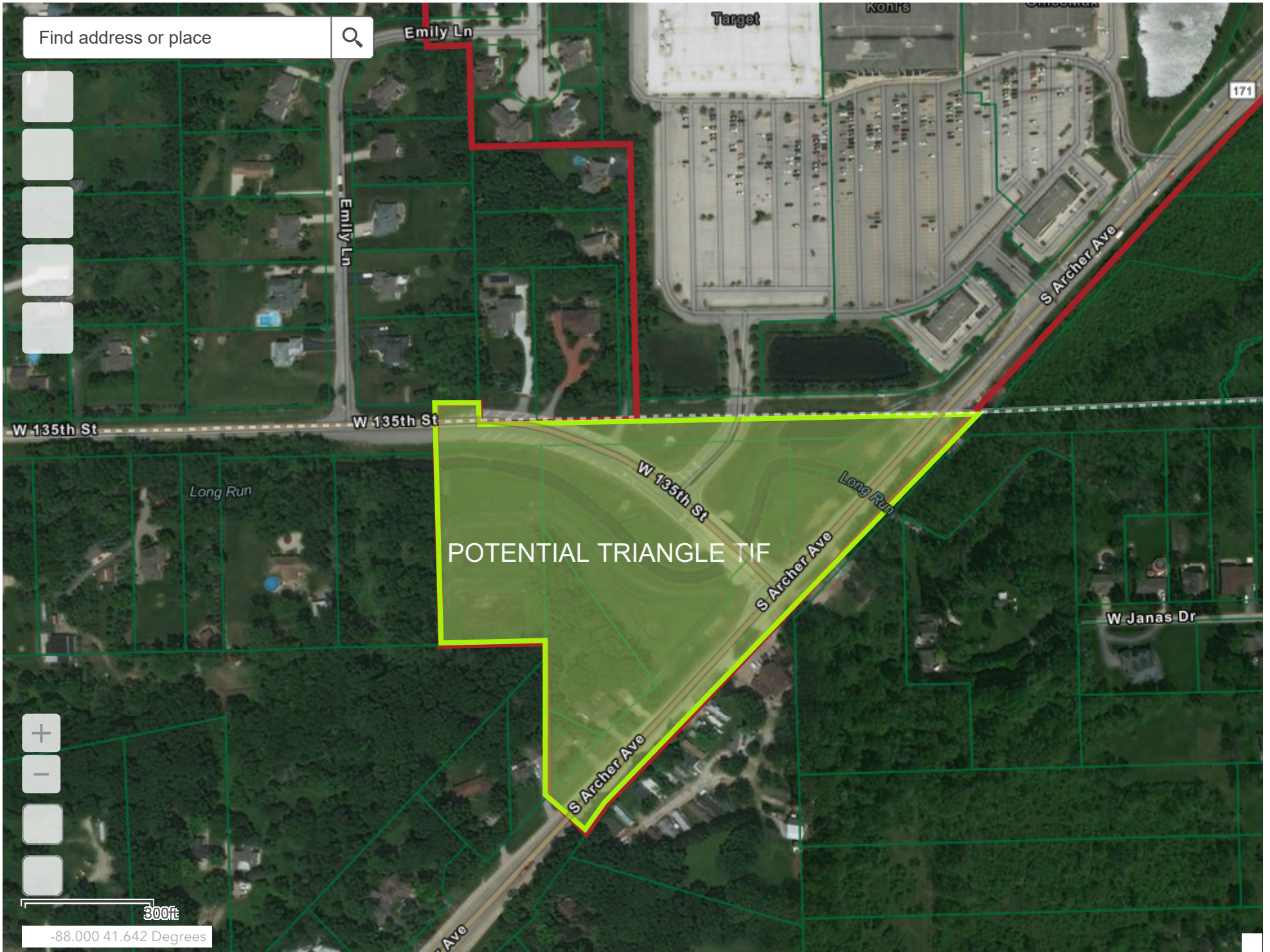
	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
<b>Janelle Kittridge</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>Dave Maher</b>	_____	_____	_____	_____
<b>Ken McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____

\_\_\_\_\_  
**JOHN EGOSFKE, Village President**

ATTEST:

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







**TO:** Village Board

**FROM:** George Schafer, Village Administrator  
Chris Smith, Finance Director

**SUBJECT:** Hotel/Motel Tax Ordinance

**DATE:** August 26, 2019

**SUMMARY/ BACKGROUND**

As a part of the Strategic Plan and the FY20 Budget, staff has prepared the necessary ordinances to enact a 5% Hotel/Motel Tax. This revenue will be used to promote tourism in Lemont. Once the Village Board passes the ordinance staff will send out the proper notification along with registration and collection forms. This is a revenue that will be collected by the Finance Department.

**STAFF RECOMMENDATION**

Pass the attached Ordinance .



**THE VILLAGE OF LEMONT**

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE CREATING ARTICLE XXX111 (“HOTEL AND MOTEL  
OCCUPANCY TAX”) OF CHAPTER 3 (“REVENUE AND FINANCE”) OF THE  
VILLAGE CODE OF THE VILLAGE OF LEMONT**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>TH</sup> DAY OF AUGUST 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 on this 26<sup>th</sup> day of  
August 2019**

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE CREATING ARTICLE XXX111 (“HOTEL AND MOTEL OCCUPANCY TAX”) OF CHAPTER 3 (“REVENUE AND FINANCE”) OF THE VILLAGE CODE OF THE VILLAGE OF LEMONT**

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**WHEREAS**, the Village of Lemont, Counties of Cook, Will and DuPage, Illinois (the “*Village*”) is a non-home rule unit of local government pursuant to Article VII, Section 6, of the 1970 Illinois Constitution, and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Illinois Municipal Code authorizes adoption of a municipal hotel operators' occupation tax (65 ILCS 5/8-3-14) as long as the proceeds are used entirely for tourism purposes and

**WHEREAS**, the Mayor and Board of Trustees wish to promote tourism and conventions within the Village or otherwise attract nonresident overnight visitors to the Village; and

**WHEREAS**, the Mayor and Board of Trustees find it in the best interests of the Village to amend the Village Code to include a Hotel and Motel Occupancy Tax as further provided below.

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

**Section 1.** That the above recital is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

**Section 2.** Article IX (“Hotel and Motel Occupancy Tax”) is hereby added to Chapter 3 (“Revenue and Finance”) of the Village Code to provide as follows:

**Article XXXIII HOTEL AND MOTEL OCCUPANCY TAX**

**3.33.010. Definitions.**

For the purpose of this section, whenever any of the following words, terms or definitions are used herein, they shall have the meanings ascribed to them in this subsection:

**HOTEL, MOTEL:** Includes every building or structure kept, used, maintained, advertised and held out to the public to be a place where lodging, or lodging and food, or apartments, suites, or other accommodations are offered for a consideration of guests in which ten (10) or more rooms, apartments or suites, or other accommodations are used for the lodging, or lodging and food, for such guests.

**PERSON:** Any natural person, trustee, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise. Whenever the term "person" is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part-owners thereof, and as applied to corporations, the officers thereof.

**3.33.020. Tax Imposed, Exemption.**

There is hereby levied and imposed upon the use and privilege of being a transient guest or lodger in a "hotel" or "motel", as defined in this section, in the village, a tax equal to five percent (5%) of the cost or charge on the gross room rental made by the hotel or motel for every twenty four (24) hour period or any fraction thereof. If a transient guest or lodger is staying in a hotel or motel for which a charge is made on a weekly basis, the amount of the tax shall be equal to five percent (5%) of said weekly charge on the gross room rental. This said tax is exclusive of revenues received from food, beverage and other sales.

**3.33.030. Payment And Collection.**

1. The tax herein levied shall be paid in addition to any and all other taxes. It shall be the duty of the operator of every hotel or motel to secure said tax from the guest or lodger, and to pay over to the director of administrative services said tax on a quarterly basis.
2. Every person required to collect the tax levied by this section shall secure the said tax from the guest or lodger at the time he collects the price charged or rent to which it applies. The recipient shall be given an invoice, receipt, or other statement or memorandum of said price, charge or rent paid or payable and the tax shall be stated, charged and shown separately on said documents.

### **3.33.040. Use of Revenue**

All moneys collected from the taxes imposed pursuant to this article shall be maintained separately by the Village Clerk and shall be used only to promote tourism and conventions within the Village or otherwise to attract nonresident overnight visitors to the Village, in a manner authorized by the Village Board. No moneys received under this article may be used to advertise for or otherwise promote new competition in the hotel business.

### **3.33.050. Exemptions.**

1. A tax shall not be levied and imposed upon any person who works and lives in the same hotel or motel; and further provided, that the tax shall not be levied upon rooms rented or used by directors, officers, agents or employees of the owner of the hotel or motel when renting or using said rooms for, or in connection with, the transaction of business. The ultimate incidence of and liability for payment of said tax shall be borne by the user, lessee or tenant of said room(s). The tax herein levied shall be in addition to any and all other taxes.
2. A tax shall not be levied or imposed upon any person who occupies any room or rooms in a hotel or motel for at least thirty (30) consecutive days.

### **3.33.060 Administration And Enforcement.**

1. Inspections, Right Of Owners: The director of administrative services, or any person so certified as deputy or representative, may enter the premises of any hotel or motel for inspection and examination of books and records for the proper administration of this section and enforcement of the collection of the tax imposed. It is unlawful for any person to prevent, hinder or interfere with the director of administrative services or the duly authorized deputy or representative in the discharge of duties in the enforcement of this section.
2. Records Required: It shall be the duty of every person operating a hotel or motel in the village to keep accurate and complete books and records to which the director of administrative services, deputy, or representative authorized, shall at all times have full access, which records shall include a daily sheet showing:
  - a. The number of hotel or motel rooms rented during the twenty four (24) hour period, including multiple rentals of the same hotel or motel room when such occurs; and
  - b. The actual hotel or motel room tax receipts collected for the date in question.
3. Quarterly Tax Returns: Every person operating a hotel or motel shall file tax returns showing tax receipts received with respect to each hotel or motel during each three (3) month period ending on March 31, June 30, September 30 and December 31 of each year, within ten (15) days after the end of the respective date, upon forms prescribed by rules and regulations of the director of administrative services. At the time of filing said tax returns, the operator shall pay to the director of administrative services all taxes due for the period to which the tax return applies. Each return shall be accompanied by payment to the village of all taxes due and owing for the quarter covered by the return; provided, however, that ten percent (1%) of the tax due may be retained as compensation for services rendered in collection and payment of such tax.

**3.33.070 Failure To Pay Tax.**

1. Interest And Penalty: In the event of failure by any hotel or motel owner, manager or operator to collect and pay to the director of administrative services the tax required hereunder within thirty (30) days after the same shall be due, interest shall accumulate and be due upon said tax at the rate of one percent (1%) per month commencing as of the first day of the month following the month for which the tax was to have been collected.

2. Suit For Collection: Whenever any person shall fail to pay any tax as herein provided, the village attorney shall, upon the request of the director of administrative services, bring or cause to be brought an action to enforce the payment of said tax in behalf of the village in any court of competent jurisdiction.

3. Revocation Of License: If the village president, after hearing held, shall find that any person has wilfully avoided payment of the tax imposed by this section, he may suspend or revoke all village licenses held by such tax evader. The operator shall have an opportunity to be heard at such hearing to be held not less than five (5) days after notice of the time and place of the hearing, said notice, addressed to him at his last known place of business. Pending notice, hearing and finding, any license which such person may possess shall be temporarily suspended by the village president. Any suspension or revocation of any license shall not release or discharge the operator of a hotel or motel from his civil liability for the payment of the tax nor from prosecution for such offense.

**Section 3.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 4.** All Ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 26<sup>th</sup> DAY OF AUGUST 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Janelle Kittridge</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>Dave Maher</b>	_____	_____	_____	_____

**Ken McClafferty**  
**Rick Sniegowski**  
**Ron Stapleton**

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\_\_\_\_\_  
\_\_\_\_\_

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**JOHN EGOFSKE, Village President**

ATTEST:

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**CHARLENE M. SMOLLEN, Village Clerk**

TO: Village Board

FROM: Chief Marc R. Maton

THROUGH: Village Administrator George Schafer

SUBJECT: Tobacco and Nicotine Product Possession by Minors

DATE: August 26th, 2019

### **SUMMARY/ BACKGROUND**

The Village of Lemont has had an ordinance in place prohibiting sale and possession of tobacco products by minors. On July 1, 2019, Illinois Public Act 101-002 raised the age of possession in Illinois from 18 to 21. Consequently, the Village Ordinance must be modified to stay consistent with the new state law.

### **ANALYSIS**

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

In addition to raising the age for tobacco to 21, the state law removed the penalty for underage possession. Consequently, prohibition for possession by minors will only be enforced through local ordinance.

Additionally, the previous version of the ordinance was vague about the possession to new technologies for the delivery of nicotine products; consequently, included is a more detailed definition of tobacco products.

*Budget (if applicable).*

*Procurement Policy (if applicable).* Not applicable.

*Other Subheadings, as applicable. Please Specify.*

*Ordinance Section* The Village Code, as amended, is hereby further amended in Title 5, Business Licenses and Regulations, Chapters 5.06.010 Definitions, and 5.06.040 – Prohibitions Regarding Minors, with deletions in strikethrough and additions in underlined text so that Section 5.06.010 and 5.06.040 shall be read as follows:



#### **5.06.010. - Definitions.**

Tobacco and/or nicotine products means any substance containing tobacco leaf and/or nicotine, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

“Electronic cigarette” means:

- (1) Any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation;
- (2) Any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or
- (3) Any solution or substance, whether or not it contains nicotine intended for use in the device.

“Electronic cigarette” includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

“Alternative nicotine product” means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means.

#### **5.06.040. – Prohibitions regarding minors.**

It is unlawful:

- (1) For any person, including any licensee, to sell, offer for sale, give away or deliver tobacco and/or nicotine products to any person under the age of ~~18~~ 21 years.

Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco and/or nicotine products and on or upon every vending machine which offers tobacco and/or nicotine products for sale. Each such sign shall be plainly visible and shall state:

**THE SALE OF TOBACCO AND/OR NICOTINE PRODUCTS TO PERSONS UNDER ~~EIGHTEEN~~ TWENTY-ONE YEARS OF AGE IS PROHIBITED BY LAW.**

The text of such signs shall be in red letters on a white background; said letters to be at least one inch high;



- (2) For any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under 18 21 years of age to sell tobacco and/or nicotine products in any licensed premises;
- (3) For any person under the age of 18 21 years to purchase tobacco and/or nicotine products, tobacco accessories or electronic cigarettes, or to misrepresent his identity or age or to use any false or altered identification for the purpose of purchasing tobacco and/or nicotine product;
- (4) For any person under the age of 18 21 years to possess any tobacco and/or nicotine products, tobacco accessories or electronic cigarettes; provided, that the possession by a person under the age of 18 21 years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

**STAFF RECOMMENDATION:**

Staff recommends the updating of the Village Ordinance to reflect changes in state law raising the age of sale and possession of tobacco and/or nicotine products to 21.

**BOARD ACTION REQUESTED**

Approval of proposed ordinance

**ATTACHMENTS**

Amendment to 5.06.010 and 5.06.040



**VILLAGE OF LEMONT**

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

**AN ORDINANCE AMENDING TITLE 5 OF THE  
LEMONT ILLINOIS MUNICIPAL CODE**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>TH</sup> DAY OF AUGUST 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 on this 26<sup>th</sup> day of August 2019**

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

**AN ORDINANCE AMENDING TITLE 5 OF THE  
LEMONT, ILLINOIS MUNICIPAL CODE**

**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**, the Village President and Board of Trustees desire to amend a certain provision of the Lemont, Illinois Municipal Code (“Village Code”); and;

**WHEREAS**, the Village finds that it is in the best interests of the Village and its residents to amend Title 5 of the Village Code in the manner set forth below;

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

**SECTION ONE:** The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

**SECTION TWO:** The Village Code, as amended, is hereby further amended in Title 5, Business Licenses and Regulations, Chapters 5.06.010 Definitions, and 5.06.040 – Prohibitions Regarding Minors, with deletions in strikethrough and additions in underlined text so that Section 5.06.010 and 5.06.040 shall be read as follows:

**5.06.010. – Definitions.**

*Tobacco and/or nicotine products* means any substance containing tobacco leaf and/or nicotine, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

“Electronic cigarette” means:

- (1) Any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation;
- (2) Any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or
- (3) Any solution or substance, whether or not it contains nicotine intended for use in the device.

“Electronic cigarette” includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

“Alternative nicotine product” means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means.

#### **5.06.040. – Prohibitions regarding minors.**

It is unlawful:

- (1) For any person, including any licensee, to sell, offer for sale, give away or deliver tobacco and/or nicotine products to any person under the age of ~~18~~ 21 years.

Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco and/or nicotine products and on or upon every vending machine which offers tobacco and/or nicotine products for sale. Each such sign shall be plainly visible and shall state:

~~EIGHTEEN~~ AND/OR NICOTINE PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE IS PROHIBITED BY LAW.

The text of such signs shall be in red letters on a white background; said letters to be at least one inch high;

- (2) For any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under ~~18~~ 21 years of age to sell tobacco and/or nicotine products in any licensed premises;
- (3) For any person under the age of ~~18~~ 21 years to purchase tobacco and/or nicotine products, tobacco accessories or electronic cigarettes, or to misrepresent his identity or age or to use any false or altered identification for the purpose of purchasing tobacco and/or nicotine product;
- (4) For any person under the age of ~~18~~ 21 years to possess any tobacco and/or nicotine products, tobacco accessories or electronic cigarettes; provided, that the possession by a person under the age of ~~18~~ 21 years under the direct supervision of the parent or guardian of such person in the privacy of the parent’s or guardian’s home shall not be prohibited.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 26<sup>th</sup> DAY OF AUGUST 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

\_\_\_\_\_  
**JOHN EGOFKSKE, Village President**

ATTEST:

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

TO: Village Board  
FROM: Chief Marc R. Maton  
THROUGH: Village Administrator George Schafer  
SUBJECT: Vehicle Purchase  
DATE: August 26th, 2019

## **SUMMARY/ BACKGROUND**

As part of the multi-year capital plan, the Police Department is scheduled to purchase four (4) new Ford SUV Interceptor Police utility vehicles to replace a portion of the current fleet as part of the FY19-20 budget. Willowbrook Ford is the low bidder for the purchase of the vehicles. This estimate does not include the vehicle build-out and equipment installation.

## **ANALYSIS**

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

The purchase of four (4) new Ford SUV Interceptors would replace an aging portion of the fleet and lower repair costs during the future. The four (4) vehicles being replaced have an average mileage of 108,100 miles and have outlived their useful life.

Three bids were received for the purchase of the vehicles and trade-in of currently owned vehicles. Willowbrook Ford was the low bid for the Ford SUV Interceptors at \$33,252 each. Willowbrook Ford also was the highest bid for the trade-in value of the vehicles at \$29,000.

Based upon Willowbrook Ford being the lowest bid for purchase and highest bid for trade-in, I recommend Willowbrook Ford as the vendor for the transaction.

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

The purchase of four (4) Ford Patrol SUV Interceptors is consistent with the Five-Year Capital Improvement Plan to replace the aging fleet. A fleet analysis was conducted in 2015. It was concluded that vehicles be rotated off patrol when they were no longer covered under warranty. The fleet package was standardized to allow the re-use of emergency equipment.



*Budget (if applicable)*

Procurement of four (4) Ford SUV Interceptors for a price not to exceed \$116,860, plus the trade-in units.

*Procurement Policy (if applicable).*

The Village of Lemont purchasing authority policy and procedures require competitive bidding for purchases exceeding \$20,000.00.

*Other Subheadings, as applicable. Please Specify.*

**STAFF RECOMMENDATION:**

Staff recommends authorization to purchase four (4) Ford SUV Interceptors from Willowbrook Ford.

**BOARD ACTION REQUESTED**

Authorization to proceed with the purchase of four (4) Ford SUV Interceptors from Willowbrook Ford.

**ATTACHMENTS**

Willowbrook Ford Bid Documents.





## Daniel Dykshorn

---

**From:** Daniel Dykshorn  
**Sent:** Thursday, June 6, 2019 12:03 PM  
**To:** gmackiney@willowbrookford.com  
**Subject:** FW: Request of quote

Here it is again

*Daniel L. Dykshorn #3*  
Administrative Commander



**Lemont Police Department** | 14600 127<sup>th</sup> Street | Lemont, IL 60439  
p 630.257.2229 | f 630.257.5087  
[ddykshorn@lemont.il.us](mailto:ddykshorn@lemont.il.us) | [www.lemont.il.us](http://www.lemont.il.us)

**From:** Daniel Dykshorn  
**Sent:** Thursday, May 23, 2019 9:59 AM  
**To:** gmackiney@willowbrookford.com  
**Subject:** Request of quote

The Lemont Police Department is requesting a quote for Four (4) 2020 Ford Utility Police Interceptors AWD, with the following specifications

- 99B 3.3L V-6 TIVCT Gasoline Motor
- 43D Dark Car Feature
- 17T Dome Lamp Cargo
- 51R Spotlight Drivers Side LED
- 76R Reverse Sensing
- Keyed Alike Code \_\_\_\_\_
- License (MP Plate), Title and Delivery
- Premium Care Warranty
- Agate Black
- Charcoal Black Vinyl Rear Seat
- 7yr 100,000 PremiumCare

The Lemont Police Department is also requesting a quote for one (1) Police Responder Sedan with the following specifications.

- 97E Rear View Camera
- 88A 2<sup>nd</sup> Row Cloth Seats
- Interior Environment Ebony Black
- J7 Magnetic Paint
- Front license plate bracket
- Current plates transferred

- 7yr 100,000 Mile PremiumCare

Also I would need trade in values for five (5) of our current Interceptors. What is the best way to way to get that done.

The Vins and mileage on the Vehicles we will be trading in are as follows

Police Interceptors SUV

Squad 13-1	1FM5K8AR4DGC62947	106,854
Squad 14-1	1FM5K8AR0EGA65016	104,319
Squad 14-2	1FM5K8AR2EGA65017	120,000 Approx.
Squad 14-3	1FM5K8AR4EGA65018	98,733
Squad 14-4	1FM5K8AR6EGA65019	110,385

Ford Fusion (Possible trade in)

2010 3FAHPODC6AR150138 76,800

*Daniel L. Dykshorn #3*

Administrative Commander



**Lemont Police Department** | 14600 127<sup>th</sup> Street | Lemont, IL 60439

p 630.257.2229 | f 630.257.5087

[ddykshorn@lemont.il.us](mailto:ddykshorn@lemont.il.us) | [www.lemont.il.us](http://www.lemont.il.us)

Prepared for: Daniel Dykshorn, Lemont Police Department

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15

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### Client Proposal

Prepared by:  
Garrick Mackiney  
Office: 630-986-5000  
Email: [garrick.fleet@gmail.com](mailto:garrick.fleet@gmail.com)  
Quote ID: L627  
Date: 07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy, Willowbrook, Illinois, 605275581  
Office: 630-986-5000

**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

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**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

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**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

## Selected Equip & Specs

### Dimensions

- Wheelbase: 113.0"
- Cargo volume: 50.0cu.ft.
- Maximum cargo volume: 89.0cu.ft.
- Passenger volume: 118.4cu.fl.
- Cargo volume seats folded: 89.0cu.ft.

### Powertrain

- 3.3L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection
- ULEV II
- All-wheel drive
- Fuel Economy Highway: N/A
- Recommended fuel : premium unleaded
- 10 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A
- Capless fuel filler

### Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- P255/60WR18 BSW AS front and rear tires
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Front and rear 18 x 8 black steel wheels

### Body Exterior

- 4 doors
- Black door mirrors
- Body-coloured bumpers
- Front and rear 18 x 8 wheels
- Driver and passenger power remote, manual folding door mirrors
- Lip rear spoiler
- Clearcoat paint
- 2 front tow hook(s)

### Convenience

- Dual zone front automatic air conditioning with air filter
- Power windows
- Driver and passenger 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- Smart device integration
- Dual visor mirrors
- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Power door locks
- Manual telescopic steering wheel
- Wireless phone connectivity
- 1 1st row LCD monitor
- Driver and passenger door bins

### Seats and Trim

- Seating capacity of 5
- 8-way 6-way power driver seat adjustment
- Power height adjustable driver seat
- 35-30-35 folding rear split-bench seat
- Metal-look instrument panel insert
- Front bucket seats
- Manual driver lumbar support
- 4-way passenger seat adjustment
- Cloth seat upholstery

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: L627

## Selected Equip & Specs (cont'd)

### Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Streaming audio
- External memory control
- 4 speakers
- Integrated roof antenna

### Lighting, Visibility and Instrumentation

- LED low/high beam projector beam headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Low tire pressure warning
- \* Parking sensors
- Fully automatic headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Camera(s) - rear with washer
- Trip computer
- Trip odometer

### Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system
- Power door locks
- Brake assist with hill hold control
- Electronic stability control
- Dual front impact airbag supplemental restraint system
- Curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Manually adjustable front head restraints

### Dimensions

*Fuel Tank type*

* Capacity	21.4 gal.	Capless fuel filler	Yes
------------	-----------	---------------------	-----

*Interior cargo*

Cargo volume	50.0 cu.ft.	Cargo volume seats folded	89.0 cu.ft.
Maximum cargo volume	89.0 cu.ft.		

### Powertrain

*Engine Type*

Block material	Iron	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Gasoline direct injection	Liters	3.3L

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**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019

Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581



**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**Selected Equip & Specs (cont'd)**

Orientation	Transverse	Recommended fuel	Premium unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes	Forced induction	Twin turbo
<i>Alternator</i>			
Type	Hybrid electric motor	* Amps	<b>250</b>
<i>Battery</i>			
Amp hours	80	* Cold cranking amps	<b>730</b>
Type	HD		
<i>Engine Extras</i>			
Oil cooler	Yes	Radiator	HD
Starter	Hybrid electric motor		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		
<i>Transmission Extras</i>			
Oil cooler	Regular duty		
<i>Drive Type</i>			
4wd type	Automatic full-time	Type	All-wheel drive
<i>Drive Feature</i>			
Traction control	ABS and driveline	Locking hub control	Permanent
<i>Drive Axle</i>			
Ratio	3.73		
<i>Exhaust</i>			
Material	Stainless steel	System type	Dual
<i>Emissions</i>			
CARB	ULEV II	EPA	Tier 2 Bin 5
<i>Fuel Economy</i>			

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Prepared for: Daniel Dykshorn

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: L627

Selected Equip & Specs (cont'd)

Fuel type Gasoline

Fuel Economy (Alternate 1)

\* Fuel type E85

Driveability

Brakes

ABS 4-wheel ABS channels 4
Type 4-wheel disc Vented discs Front and rear

Brake Assistance

Brake assist Yes Hill hold control Yes

Suspension Control

Ride Regular Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent Type Strut
Anti-roll bar Regular

Front Spring

Type Coil Grade Regular

Front Shocks

Type Gas-pressurized

Rear Suspension

Independence Independent Type Multi-link
Anti-roll bar Regular

Rear Spring

Type Coil Grade Regular

Rear Shocks

Type Gas-pressurized

Steering

Activation Electric power-assist Type Rack-pinion

Steering Specs

# of wheels 2

Exterior

Front Wheels

Diameter 18" Width 8.00"

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**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**Selected Equip & Specs (cont'd)**

*Rear Wheels*

Diameter	18"	Width	8.00"
----------	-----	-------	-------

*Spare Wheels*

Wheel material	Steel
----------------	-------

*Front and Rear Wheels*

Appearance	Black	Material	Steel
Covers	Hub		

*Front Tires*

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

*Rear Tires*

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

*Spare Tire*

Mount	Inside under cargo	Type	Full-size
-------	--------------------	------	-----------

*Wheels*

Wheelbase	113.0"
-----------	--------

*Body Features*

* Front license plate bracket	Yes	Rear spoiler	Lip
Body material	Galvanized steel/aluminum	Side impact beams	Yes
Front tow hook(s)	2		

*Body Doors*

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Liftgate

**Safety**

*Airbags*

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
Knee	Passenger		

*Seatbelt*

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**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**Selected Equip & Specs (cont'd)**

Rear centre 3 point Pre-tensioners	Yes Front	Height adjustable Pre-tensioners (#)	Front 2
---------------------------------------	--------------	---	------------

**Seating***Passenger Capacity*

Capacity	5
----------	---

*Front Seats*

Split	Buckets	Type	Bucket
-------	---------	------	--------

*Driver Seat*

Fore/aft	Power	Height adjustable	Power
Reclining	Manual	Way direction control	8
Lumbar support	Manual	Cushion tilt	Power

*Passenger seat*

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

*Front Head Restraint*

Control	Manual	Type	Adjustable
---------	--------	------	------------

*Rear Seats*

Descriptor	Split-bench	Facing	Front
Folding	35-30-35	Folding position	Fold forward seatback
Type	Fixed		

*Front Seat Trim*

Material	Cloth	Back material	Vinyl
----------	-------	---------------	-------

*Rear Seat Trim Group*

Material	Vinyl	Back material	Carpet
----------	-------	---------------	--------

**Convenience***AC And Heat Type*

Air conditioning	Automatic	Dual zone front	Yes
Air filter	Yes	Underseat ducts	Yes

*Audio System*

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	External memory
		control	

*Audio Speakers*

Speaker type	Regular	Speakers	4
--------------	---------	----------	---

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: L627

Selected Equip & Specs (cont'd)

*Audio Controls*

Speed sensitive volume	Yes	Steering wheel controls	Yes
Streaming audio	Yes		

*Audio Antenna*

Type	Integrated roof
------	-----------------

*LCD Monitors*

1st row	1	Primary monitor size (inches)	4.2
---------	---	-------------------------------	-----

*Cruise Control*

Cruise control	With steering wheel controls
----------------	------------------------------

*Remote Releases*

Cargo access	Power
--------------	-------

*Convenience Features*

Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	2	Wireless phone connectivity	Yes
Smart device integration	App link		

*Door Lock Activation*

Type	Power
------	-------

*Door Lock Type*

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
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*Instrumentation Type*

Display	Analog
---------	--------

*Instrumentation Gauges*

Tachometer	Yes	Engine temperature	Yes
Engine hour meter	Yes		

*Instrumentation Warnings*

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Door ajar	Yes
Trunk/liftgate ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

*Instrumentation Displays*

Clock	In-radio display	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	With washer

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**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**Selected Equip & Specs (cont'd)**

*Instrumentation Feature*

Trip computer	Yes	Trip odometer	Yes
* Parking sensors	Rear		

*Steering Wheel Type*

Material	Urethane	Tilting	Manual
Telescoping	Manual		

*Front Side Windows*

Window 1st row activation	Power		
---------------------------	-------	--	--

*Windows Rear Side*

2nd row activation	Power	3rd row activation	Fixed
--------------------	-------	--------------------	-------

*Window Features*

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

*Front Windshield*

Wiper	Variable intermittent	Sun visor strip	Yes
Speed sensitive wipers	Yes		

*Rear Windshield*

Wiper	Fixed interval	Heating	Wiper park
Defroster	Yes	Window	Fixed

**Interior**

*Driver Visor*

Mirror	Yes		
--------	-----	--	--

*Passenger Visor*

Mirror	Yes		
--------	-----	--	--

*Rear View Mirror*

Day-night	Yes		
-----------	-----	--	--

*Headliner*

Coverage	Full	Material	Cloth
----------	------	----------	-------

*Floor Trim*

Coverage	Full	Covering	Vinyl/rubber
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*Trim Feature*

Instrument panel insert	Metal-look	Gear shift knob	Urethane
Door panel insert	Metal-look	Interior accents	Metal-look

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information

**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**Selected Equip & Specs (cont'd)**

*Lighting*

Dome light type	Fade	Front reading	Yes
Rear reading	Yes	Variable IP lighting	Yes

*Overhead Console Storage*

Storage	Yes	Type	Mini
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*Storage*

Driver door bin	Yes	Glove box	Locking
Passenger door bin	Yes	Dashboard	Yes

*Cargo Space Trim*

Floor	Carpet	Trunk lid/rear cargo door	Plastic
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*Cargo Space Feature*

Tie downs	Yes	Light	Yes
Cargo tray/organizer	Yes		

*Interior Volume*

Passenger volume	118.4 cu.ft.		
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**Prepared for: Daniel Dykshorn**

Lemont Police Department

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07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**As Configured Vehicle**

Description	MSRP
<b>Base Vehicle</b>	
Base Vehicle Price (K8A)	\$40,615.00
<b>Packages</b>	
Order Code 500A	N/C
<i>Includes:</i>	
<ul style="list-style-type: none"> <li>- 3.73 Axle Ratio</li> <li>- GVWR: TBD</li> <li>- Tires: 255/60R18 AS BSW</li> <li>- Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes center caps and full size spare</i></li> <li>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i></li> <li>- Radio: AM/FM/MP3 Capable <i>Includes clock, 4 speakers and 4.2" color LCD screen center stack Smart Display.</i></li> </ul>	
<b>Powertrain</b>	
Engine: 3.3L V6 Direct-Injection (FFV)	-\$3,530.00
<i>(136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	
Transmission: 10-Speed Automatic (44U)	N/C
3.73 Axle Ratio	Included
GVWR: TBD	Included
<b>Wheels &amp; Tires</b>	
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
<i>Includes center caps and full size spare.</i>	
<b>Seats &amp; Seat Trim</b>	
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
<i>Includes reduced bolsters, driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	
<b>Other Options</b>	
113" Wheelbase	STD
Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information

**Prepared for: Daniel Dykshorn**

Lemont Police Department

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07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**As Configured Vehicle (cont'd)**

Description	MSRP
Radio: AM/FM/MP3 Capable <i>Includes clock, 4 speakers and 4.2" color LCD screen center stack Smart Display.</i>	Included
Front License Plate Bracket	N/C
Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
Driver Only LED Spot Lamp (Unity)	\$395.00
Reverse Sensing System	\$275.00
<b>Emissions</b>	
50 State Emission System	STD
Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	
<b>Interior Colors</b>	
Charcoal Black	N/C
<b>Primary Colors</b>	
Agate Black	N/C
<b>SUBTOTAL</b>	<b>\$37,830.00</b>
Destination Charge	<b>\$995.00</b>
<b>TOTAL</b>	<b>\$38,825.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Daniel Dykshorn

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: L627

## Pricing Summary - Single Vehicle

**MSRP**

*Vehicle Pricing*

\$38,825.00

### *Pre-Tax Adjustments*

**Description**

Government Pricing Adjustment

-\$5,573.00

*State Agency Price Adjustment*

Trade-In 2

-\$6,000.00

*Trade In Credit for Squad 14-1 VIN# 1FM5K8AR0EGA65016 with approximate mileage 104,319*

Trade-In 1

-\$6,000.00

*Trade in Credit for Squad 13-1 VIN# 1FM5K8AR4DGC62947 with approximate Mileage 106,854*

Trade-In 3

-\$6,000.00

*Trade In Credit for Squad 14-2 with VIN# 1FM5K8AR2EGA65017 with approximate mileage 120,000*

Trade-In 4

-\$5,000.00

*Trade In Credit for Squad 14-4 with VIN# 1FM5K8AR6EGA65019 with approximate mileage 110,385*

Trade-In 5

-\$6,000.00

*Trade In Credit for Squad 14-3 VIN# 1FM5K8AR4EGA65018 with approximate mileage 98,733*

**Subtotal**

\$4,252.00

### *Post-Tax Adjustments*

**Description**

Municipal Plates and New Title Fee

\$298.00

Ford Protect

\$2,915.00

*7 Year or 100,000 mile Ford Protect PremiumCare warranty*

**Total**

**\$7,465.00**

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information



Prepared for: Daniel Dykshorn

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: L627

## Pricing Summary - Multiple Vehicles (4)

MSRP

Vehicle Pricing

\$155,300.00

### Pre-Tax Adjustments

**Description**

Government Pricing Adjustment

-\$22,292.00

*State Agency Price Adjustment*

Trade-In 2

-\$6,000.00

*Trade In Credit for Squad 14-1 VIN# 1FM5K8AR0EGA65016 with approximate mileage 104,319*

Trade-In 1

-\$6,000.00

*Trade in Credit for Squad 13-1 VIN# 1FM5K8AR4DGC62947 with approximate Mileage 106,854*

Trade-In 3

-\$6,000.00

*Trade In Credit for Squad 14-2 with VIN# 1FM5K8AR2EGA65017 with approximate mileage 120,000*

Trade-In 4

-\$5,000.00

*Trade In Credit for Squad 14-4 with VIN# 1FM5K8AR6EGA65019 with approximate mileage 110,385*

Trade-In 5

-\$6,000.00

*Trade In Credit for Squad 14-3 VIN# 1FM5K8AR4EGA65018 with approximate mileage 98,733*

**Subtotal**

\$104,008.00

### Post-Tax Adjustments

**Description**

Municipal Plates and New Title Fee

\$1,192.00

Ford Protect

\$11,660.00

*7 Year or 100,000 mile Ford Protect PremiumCare warranty*

**Total**

**\$116,860.00**

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Daniel Dykshorn**

Lemont Police Department

Prepared by: Garrick Mackiney

07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**Major Equipment**

(Based on selected options, shown at right)

3.3L V-6 DOHC w/gasoline direct injection  
10 speed automatic w/OD

- \* 4-wheel ABS
- \* Traction control
- \* Advance Trac w/Roll Stability Control
- \* Dual zone electronic automatic temperature control
- \* AM/FM stereo with seek-scan, external memory control
- \* LED brakelights
- \* Dual power remote mirrors
- \* 18 x 8 steel wheels
- \* Driver and front passenger seat mounted side airbags
- \* Rear window defroster
- \* Message Center
- \* Reclining front bucket seats
- \* Audio control on steering wheel

Exterior: Agate Black  
Interior: Charcoal Black

- \* Brake assistance
- \* P 255/60R18 BSW AS W-rated tires
- \* Automatic air conditioning
- \* Tinted glass
- \* Streaming audio
- \* Rear child safety locks
- \* Variable intermittent speed-sensitive wipers wipers
- \* Dual front airbags
- \* Airbag occupancy sensor
- \* Tachometer
- \* Underseat ducts
- \* 35-30-35 folding rear split-bench

**Fuel Economy**



**City**  
N/A

**Hwy**  
N/A

**As Configured Vehicle**

STANDARD VEHICLE PRICE	MSRP
Order Code 500A	\$40,615.00
113" Wheelbase	N/C
Monotone Paint Application	STD
50 State Emission System	STD
Engine: 3.3L V6 Direct-Injection (FFV)	STD
Transmission: 10-Speed Automatic (44U)	-\$3,530.00
Switchable Red/White Lighting in Cargo Area	N/C
Dark Car Feature	\$50.00
Driver Only LED Spot Lamp (Unity)	\$25.00
Reverse Sensing System	\$395.00
Front License Plate Bracket	\$275.00
Agate Black	N/C
Charcoal Black	N/C
3.73 Axle Ratio	N/C
GVWR: TBD	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Daniel Dykshorn**  
Lemont Police Department  
Prepared by: Garrick Mackiney  
07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

<b>As Configured Vehicle</b>		<b>MSRP</b>
Radio: AM/FM/MP3 Capable		Included
<b>SUBTOTAL</b>		<b>\$37,830.00</b>
Destination Charge		\$995.00
<b>TOTAL</b>		<b>\$38,825.00</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Daniel Dykshorn

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Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

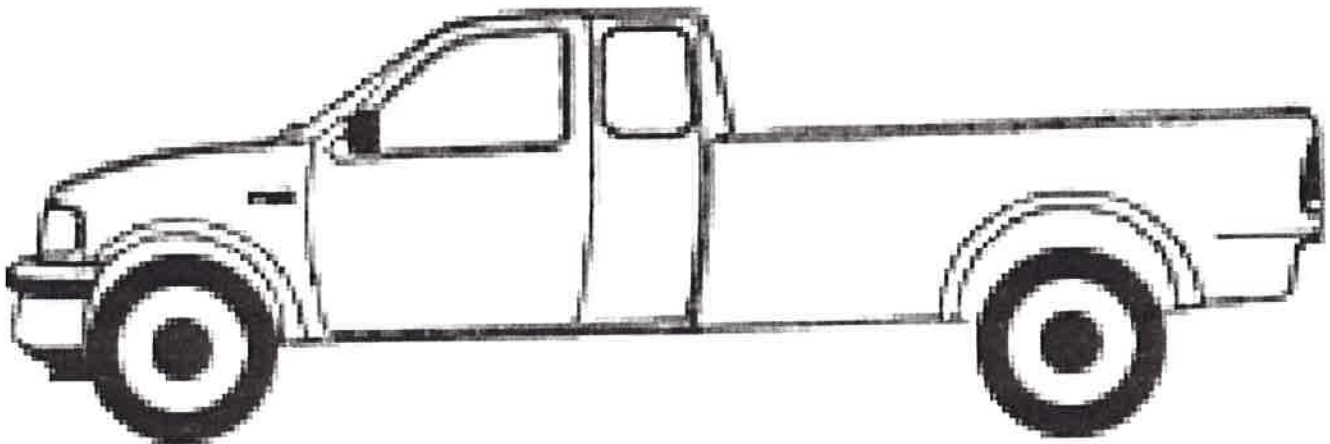


2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 15 | Quote ID: L627

## Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Daniel Dykshorn**

Lemont Police Department

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07/11/2019



Willowbrook Ford, Inc. | 7301 S Kingery Hwy Willowbrook Illinois | 605275581

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 15 | Quote ID: L627

**Vehicle Dimension and Performance Summary (cont'd)**

*Light Duty*

<b>GVW</b>	<b>Totals</b>
1 Payload - (Payload)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	0 lbs
<b>TOTAL</b>	<b>750 lbs</b>
<b>GVWR</b>	<b>N/A lbs</b>

<b>GCW</b>	<b>Totals</b>
Adjusted Truck GVW	750 lbs
Weight of trailer	0 lbs
Weight of trailer cargo	0 lbs
Total Weight of trailer	0 lbs
<b>TOTAL</b>	<b>750 lbs</b>
<b>GCWR</b>	<b>N/A lbs</b>

Highway use only. Ford Motor Company recommends that a separate, functional brake system be used on any towed vehicle or trailer.

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**VILLAGE OF LEMONT**

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

**A RESOLUTION AUTHORIZING THE ORDER AND PURCHASE OF POLICE VEHICLES**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>TH</sup> DAY OF AUGUST 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 on this 26<sup>th</sup> day of August 2019**

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

**A RESOLUTION AUTHORIZING THE ORDER AND PURCHASE OF POLICE VEHICLES**

**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**, it has become necessary for the Village of Lemont (“Village”) to replace and upgrade certain vehicles for the Police Department; and;

**WHEREAS**, Village staff obtained quotes for the necessary equipment from four qualified vendors; and;

**WHEREAS**, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village (“Village Board”), upon a vote of two-thirds of the trustees then holding office, to accept the low bid, which is Willowbrook Ford; and

**WHEREAS**, upon receipt and review of the quotes submitted, the President and Village Board have determined that it is advisable, necessary and in the best interests of the Village to accept the bid submitted by Willowbrook Ford for four (4) 2020 Ford Utility Police Interceptors at a price not to exceed \$116,860 plus trade-in units;

**WHEREAS**, the Village Board finds that it is necessary, convenient and in the interest of the Village to authorize the order for those police Interceptors.

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

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

**SECTION TWO:** The Village Board hereby accepts the low bid to purchase four (4) 2020 Ford Utility Police Interceptors and accepts the quote from Willowbrook Ford for the purchase of the necessary equipment at a price not to exceed \$116,860 plus trade-in units.

**SECTION THREE:** The Village Administrator, or his designee, is also hereby authorized to make payment to Willowbrook Ford, upon delivery of the ordered Interceptors, in an amount not to exceed \$116,860 plus trade-in units, and to take any other steps necessary to carry out this Resolution.

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

**APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 26<sup>th</sup> DAY OF AUGUST 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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



TO: Village Board

FROM: Chief Marc R. Maton

THROUGH: Village Administrator George Schafer

SUBJECT: Standardized Road Weight Limits and Overweight and Over Dimension Permitting

DATE: August 26th, 2019

## SUMMARY/ BACKGROUND

The Traffic Safety Committee is recommending a reduction in the allowable transit weight of non-designated Village roadways from 10 tons to 7 tons.

In 2006, the Illinois Department of Transportation designated all roadways unless otherwise posted as capable of carrying weights up to 80,000 pounds. In reviewing neighboring jurisdictions, road weights on non-designated roadways are typically 7-ton or 8-ton. A reduction to 7-ton will make Lemont more consistent with the streets in the region.

## ANALYSIS

### *Consistency with Village Policy*

One of the Strategic Priorities in Strategic Plan is Infrastructure Maintenance. One of the initiatives in that priority is to review the safety code and to update periodically. The Traffic Safety Committee has reviewed the code and is recommending that all Village streets be designated as 7-ton limits except for roadways enumerated in the ordinance.

Public Works would post signage at suitable locations designating weight limitations. The ordinance also exempts several classes of vehicles and vehicles terminating business on the lower designated routes.

*Budget (if applicable).*

*Procurement Policy (if applicable).* Not applicable.

Other Subheadings, as applicable. Please Specify.

Ordinance Section Title 10, Vehicle and Traffic, Chapter 10.11.011 – Streets with established weight limits, with deletions in strikethrough and additions in underlined text so that Section 10.11.011 shall be read as follows:

**10.11.011 – Streets with established weight limits.**

(a) It shall be unlawful for any person to operate a vehicle or combination of vehicles having a gross weight in excess of the street posted weight restrictions, except where necessary for the conduct of business at a destination point, for the sole purpose of making a delivery or pickup on such street, only by use of a direct route to and from such delivery or pickup and the gross weight of the vehicle or combination of vehicles is not in excess of 80,000 pounds.

(b) All streets shall be classified as non-designated unless county- or state-designated, signposted, as provided by ordinance, or as set forth in this subchapter. The maximum weight permitted of vehicles on all non-designated village street shall be ~~ten (10)~~ seven (7) tons except for the following:

Main Street between Lockport Street and Illinois Street	40 ton
127 <sup>th</sup> Street between Smith Road and High Road Avenue	25 ton
State Street between 127 <sup>th</sup> Street and Illinois Street	40 ton

(c) The village shall cause to be placed and maintained signs giving notice thereof.

(d) Penalty for vehicle with a gross weight in excess of maximum weight limits on a non-designated street. Any person, firm or corporation that violates any section or provision of this subchapter by operating a vehicle with a gross weight in excess of the maximum weight limits as set forth in this section on a non-designated street, in addition to any other fines, penalties or restitution, shall be subject to a fine of not less than \$500 and not more than \$750; except that a vehicle with a gross weight in excess of 80,000 pounds may be subject to the fines and penalties as set forth in 10.11.013.

(e) *Exempted vehicles.* The following described vehicles shall be exempt from the weight limits set in this section:

- 1) Vehicles owned by a governmental agency and operated in the course of the performance of the duties and functions of the governmental agency;
- 2) Vehicles engaged in the collection of garbage and other refuse;
- 3) Vehicles owned and operated by private utilities;
- 4) Buses;
- 5) Snow removal vehicles performing snow removal functions on private property or under contract by the village;



- 6) Emergency vehicles;
- 7) Vehicles directed to use said street by emergency personnel; and
- 8) Farm implements, machinery and related vehicles used for agricultural purposes, including landscaping vehicles.
- 9) The operation of trucks upon any street where necessary to the conduct of business at a destination point.
- 10) Moving vans or rental trucks.
- 11) Motorhomes and recreational trailers.

(f)

Unless authorized in subsection ~~(d)~~ (e) of this section, it shall be unlawful for any person to operate a vehicle or combination of vehicles with a gross weight in excess of the maximum weight limits listed above without first having obtained an overweight permit from the village or designee.

(Code 1988, §10.11.012; Ord. No. O-29-18, §2, 7-23-2018)

**STAFF RECOMMENDATION:**

Staff recommends the revision of weight allowance on Village non-designated streets from 10-ton to 7-ton.

**BOARD ACTION REQUESTED**

Approval of proposed ordinance

**ATTACHMENTS**

Amendment to 10.11.011



**VILLAGE OF LEMONT**

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

**AN ORDINANCE AMENDING TITLE 10 OF THE  
LEMONT, ILLINOIS MUNICIPAL CODE**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>TH</sup> DAY OF AUGUST 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 on this 26<sup>th</sup> day of August 2019**

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

**ORDINANCE AMENDING TITLE 10 OF THE  
LEMONT, ILLINOIS MUNICIPAL CODE**

**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**, the Village President and Board of Trustees desire to amend a certain provision of the Lemont, Illinois Municipal Code (“Village Code”); and;

**WHEREAS**, the Village finds that it is in the best interests of the Village and its residents to amend Title 10 of the Village Code in the manner set forth below;

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

**SECTION ONE:** The statements set forth in the preamble to this ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

**SECTION TWO:** The Village Code, as amended, is hereby further amended in Title 10, Vehicle and Traffic, Chapter 10.11.011 – Streets with established weight limits, with deletions in strikethrough and additions in underlined text so that Section 10.11.011 shall be read as follows:

**10.11.011 – Streets with established weight limits.**

(a)

It shall be unlawful for any person to operate a vehicle or combination of vehicles having a gross weight in excess of the street posted weight restrictions, except where necessary for the conduct of business at a destination point, ~~for the sole purpose of making a delivery or pickup on such street, only by use of a direct route to and from such delivery or pickup~~ and the gross weight of the vehicle or combination of vehicles is not in excess of 80,000 pounds.

(b)

All streets shall be classified as non-designated unless county- or state-designated, signposted, as provided by ordinance, or as set forth in this subchapter. The maximum weight permitted of vehicles on all non-designated village streets shall be ~~ten (10)~~ seven (7) tons except for the following:

Main Street between Lockport Street and Illinois Street	40 ton
127 <sup>th</sup> Street between Smith Road and High Road <del>Avenue</del>	25 ton
State Street between 127 <sup>th</sup> Street and Illinois Street	40 ton

- (c) The village shall cause to be placed and maintained signs giving notice thereof.
- (d) Penalty for vehicle with a gross weight in excess of maximum weight limits on a non-designated street. Any person, firm or corporation that violates any section or provision of this subchapter by operating a vehicle with a gross weight in excess of the maximum weight limits as set forth in this section on a non-designated street, in addition to any other fines, penalties or restitution, shall be subject to a fine of not less than \$500 and not more than \$750; except that a vehicle with a gross weight in excess of 80,000 pounds may be subject to the fines and penalties as set forth in 10.11.013.
- (e) *Exempted vehicles.* The following described vehicles shall be exempt from the weight limits set in this section:
- 1) Vehicles owned by a governmental agency and operated in the course of the performance of the duties and functions of the governmental agency;
  - 2) Vehicles engaged in the collection of garbage and other refuse;
  - 3) Vehicles owned and operated by private utilities;
  - 4) Buses;
  - 5) Snow removal vehicles performing snow removal functions on private property or under contract by the village;
  - 6) Emergency vehicles;
  - 7) Vehicles directed to use said street by emergency personnel; and
  - 8) Farm implements, machinery and related vehicles used for agricultural purposes, including landscaping vehicles.
  - 9) The operation of trucks upon any street where necessary to the conduct of business at a destination point.
  - 10) Moving vans or rental trucks.
  - 11) Motorhomes and recreational trailers.
- (f) Unless authorized in subsection ~~(d)~~ (e) of this section, it shall be unlawful for any person to operate a vehicle or combination of vehicles with a gross weight in excess of the maximum weight limits listed above without first having obtained an overweight permit from the village or designee.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 26<sup>th</sup> DAY OF AUGUST 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

\_\_\_\_\_  
**JOHN EGOSKE, Village President**

ATTEST:

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

TO: Village Board  
FROM: Jamie Tate, AICP, Consulting Planner  
THROUGH: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Case 19-05 The Forge Lemont Quarries Rezoning for Parcels at Northwest Corner of Walker Road and Main Street  
DATE: August 26, 2019

## **SUMMARY/ BACKGROUND**

LTAP Acquisition, LLC is seeking rezoning to B-4 Commercial Recreation District from B-3 Arterial Commercial District for the “Main Street Parcels” of the Forge located at the northwest corner of Walker Road and Main Street with the additional B-3 uses of hotel, restaurant, office/administration building, and/or indoor recreation facilities. The purpose of the requested zoning entitlements is to address a condition in the Preliminary PUD Ordinance O-41-19 to obtain B-4 zoning entitlement with certain appropriate B-3 uses on the subject property.

## **ANALYSIS**

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

#### *Planning and Zoning Commission (PZC)*

A public hearing was held at the August 7, 2019 PZC meeting. The PZC voted in favor 7-0 to rezoning of the Main Street parcels from B-3 Arterial Commercial District to B-4 Commercial Recreation District.

#### *Committee of the Whole (COW)*

The rezoning was discussed at the August 19, 2019 COW meeting. A changes have been made to the original proposal where the Plat of Consolidation will not be required as a part of the rezoning ordinance. The plat of consolidation will be incorporated into the Final PUD.

#### *Lemont 2030 Comprehensive Plan.*

The Lemont 2030 Plan designates this area as MFM, Multi-Family Mid-Rise with adjacent future land use of OS&R, Open Space and Recreation, which encompasses the Forge project as a whole.

## **STAFF RECOMMENDATION**

Staff recommends approval of the rezoning ordinance.



## **BOARD ACTION REQUESTED**

Motion and approval of the attached ordinance.

## **ATTACHMENTS**

1. AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT FROM B-3 ARTERIAL COMMERCIAL DISTRICT TO B-4 COMMERCIAL RECREATION DISTRICT AT THE NORTHWEST CORNER OF WALKER ROAD AND MAIN STREET, 14501-14507 MAIN STREET IN LEMONT, IL



**VILLAGE OF LEMONT**

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

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT  
FROM B-3 ARTERIAL COMMERCIAL DISTRICT TO B-4 COMMERCIAL  
RECREATION DISTRICT AT THE NORTHWEST CORNER OF WALKER ROAD  
AND MAIN STREET, 14501-14507 MAIN STREET IN LEMONT, IL**

**(The Forge Main Street Parcels)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>th</sup> DAY OF AUGUST, 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 26<sup>th</sup> day of August, 2019.**

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

**AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF LEMONT  
FROM B-3 ARTERIAL COMMERCIAL DISTRICT TO B-4 COMMERCIAL  
RECREATION DISTRICT AT THE NORTHWEST CORNER OF WALKER ROAD  
AND MAIN STREET, 14501-14507 MAIN STREET IN LEMONT, IL**

**(The Forge Main Street Parcels)**

**WHEREAS**, LTAP Acquisition, LLC (hereinafter collectively referred to as the “Petitioner”), are the owners and/or lessees of the property covering approximately 6.5 acres located at the northwest corner of Walker Road & Main Street, 14411-14597 Main Street legally described and depicted in Exhibit A (“Subject Property”); and

**WHEREAS**, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance for a zoning map amendment from B-3 Arterial Commercial District to B-4 Commercial Recreation District for the Subject Property at the northwest corner of Main Street and Walker Road (14411-14597 Main Street) (PINS: 22-21-200-031-0000, 22-21-200-077-0000, 22-21-200-020-0000, 22-21-200-030-0000, 22-21-200-021-0000, 22-21-200-015-0000, 22-21-200-026-0000, 22-21-200-009-0000); and

**WHEREAS**, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a public hearing on August 7, 2019 for the rezoning request and voted 7-0 to recommend approval of the rezoning of the subject parcels; and

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

**WHEREAS**, the 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 Village President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, 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 B-3 to the B-4 Zoning Districts. The zoning map of the Village of Lemont is hereby amended in accordance with the provisions of this Ordinance.

**SECTION 3: Conditions.** The rezoning shall have the following conditions:

1. The subject property shall be allowed the following B-3 uses on the Main Street parcels only: hotel, restaurant, office/administration building, and/or indoor recreation facilities; and
2. The following B-4 uses shall be prohibited on the subject property and not allowed: cemetery, garden center, animal grooming sales and service, animal hospital veterinarian, and animal shelter/kennel; and
3. If the Main Street parcels do not develop in five (5) years from the date of this ordinance, the zoning will revert back to R-1, Single-Family Detached Residential District.

**SECTION 4:** 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 5:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 26th DAY OF AUGUST, 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

**EXHIBIT A**

Legal Description of Subject Property

The Forge, Rezoning Application, 7/12/2019 -- Attachment 3

# PLAT OF SURVEY

PARCEL 1: LOT "A" EXCEPT THAT PART LYING SOUTHERLY OF A LINE PARALLEL TO AND 200 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTHERLY LINE OF LOT "A" (SAID SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET ROAD), ALSO EXCEPT THAT PART LYING WESTERLY OF THE WESTERLY LINE OF THE EASTERLY 550 FEET AS MEASURED ON THE SAID SOUTHERLY LINE OF SAID LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE WESTERLY 100 FEET OF THE EASTERLY 550 FEET OF LOT "A" ALSO SOMETIMES KNOWN AS LOTS 11 AND 12 IN CONSOLIDATION OF LOTS 3 TO 33, INCLUSIVE, AND LOT 35 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WESTERLY 50 FEET OF THE EASTERLY 550 FEET AS MEASURED ON THE SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF CHICAGO AND JOLIET ROAD, OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 9 AND 10, BEING THE WESTERLY 100 FEET OF THE EASTERLY 400 FEET OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE WESTERLY 50 FEET OF THE EASTERLY 150 FEET OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE EASTERLY 100 FEET (MEASURED ON THE SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET RAILROAD) OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: LOTS 1 AND 2 IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

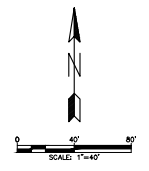
PARCEL 7: THE WESTERLY 100 FEET OF THE EASTERLY 250 FEET AS MEASURED OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8: THE WESTERLY 50 FEET OF THE EASTERLY 300 FEET AS MEASURED ON THE SOUTHERLY LINE OF LOT "A" BEING THE NORTHERLY LINE OF THE CHICAGO AND JOLIET ROAD, OF THE SOUTHERLY 200 FEET OF LOT "A" IN THE CONSOLIDATION OF LOTS 3 TO 33, BOTH INCLUSIVE AND LOT 35, IN COUNTY CLERK'S DIVISION OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 14411-501 MAIN STREET LEMONT, ILLINOIS

AREA PARCEL 1: 168,105± SQUARE FEET, 3.866± ACRES  
 AREA PARCEL 2: 10,000± SQUARE FEET, 0.230± ACRES  
 AREA PARCEL 3: 20,000± SQUARE FEET, 0.459± ACRES  
 AREA PARCEL 4: 10,000± SQUARE FEET, 0.230± ACRES  
 AREA PARCEL 5: 20,000± SQUARE FEET, 0.459± ACRES  
 AREA PARCEL 6: 24,275± SQUARE FEET, 0.557± ACRES  
 AREA PARCEL 7: 20,000± SQUARE FEET, 0.459± ACRES  
 AREA PARCEL 8: 10,000± SQUARE FEET, 0.230± ACRES

TOTAL SURVEYED AREA: 282,430± SQUARE FEET, 6.484 ACRES



**LEGEND**

- EX. PROPERTY LINE
- - - EX. LOT LINE
- · - · EX. EASEMENT LINE
- · - · EX. BUILDING LINE
- - - EX. CENTER LINE
- · - · EX. OVERHEAD WIRE
- · - · EX. RAIL ROAD TRACK
- · - · EX. CONCRETE CURB & GUTTER
- EX. FOUND IRON PIPE OR ROD
- △ EX. SIGN
- EX. UTILITY PRESTAL
- ⊙ EX. MONITORING WELL

**ABBREVIATIONS**

- A ARC LENGTH
- CHB CHIRP
- CONC CONCRETE
- E EAST
- FIP FOUND IRON PIPE
- N NORTH
- R RADIUS
- S.O.W. SOUTH OF WAY
- S WEST
- B.S.L. BUILDING SETBACK LINE
- DOC DOCUMENT
- (xxxx) RECORD INFORMATION
- xxxxx MEASURED INFORMATION

- GENERAL NOTES**
- THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - ILLINOIS EAST ZONE (NAD83)
  - CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
  - ALL AREAS LISTED IN THE AREA SUMMARY TABLE ARE MORE OR LESS.
  - ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
  - SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

STATE OF ILLINOIS } 55  
 COUNTY OF DUPAGE }  
 I, TIMOTHY B. MARTINEK, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THE PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS 29th DAY OF NOVEMBER, 2017.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782  
 LICENSE EXPIRES NOVEMBER 30, 2018  
 DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186  
 LICENSE EXPIRES APRIL 30, 2019  
 FIELD WORK COMPLETED NOVEMBER 29, 2017

ERA JOB #170911  
 PREPARED FOR: LTAP ACQUISITION, LLC

	35701 WEST AVENUE, SUITE 150 CHICAGO, ILLINOIS 60655 PHONE (630) 393-3060 FAX (630) 393-2162	10 S. RIVERSIDE PLAZA, SUITE 875 CHICAGO, ILLINOIS 60606 PHONE (312) 474-7841 FAX (312) 474-6099	2415 GALEN DRIVE GRANPARK, ILLINOIS 61821 PHONE (217) 351-6268 FAX (217) 355-1902
	DESIGNED BY: CMB/TSM	CHECKED BY: TSM	APPROVED BY: TSM

C:\Users\TSM\Documents\170911\170911.dwg (11/29/2017 10:45:30 AM) PLOT: 170911.dwg

## **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 Multi-Family Midrise (MFM) with adjacent Open Space and Recreation (OS&R).
2. The subject property and Forge Adventure Park achieves many of the goals of the Lemont 2030 Comprehensive plan.
3. The request is consistent with the surrounding land uses.
4. The requested rezoning generally meets the standards for granting rezonings.

TO: Village Board  
FROM: Jamie Tate, AICP, Consulting Planner  
THROUGH: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Case 19-09 UDO Amendments  
DATE: August 26, 2019

### **SUMMARY/ BACKGROUND**

The following UDO code changes are proposed:

- Adjust definitions for 'child care' and add a definition for 'driveway'
- Add R-5A to the decks section of Accessory Use Table
- Replace Permitted & Special Use Table to address incorrect references and uses
- Scrivener's errors and incorrect references

The PZC discussed the proposed UDO Amendments at the public hearing held on June 19, 2019 and the amendment was reviewed at the August 19, 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. The proposed UDO amendment assists to achieve this goal.

##### *Planning & Zoning Commission (PZC)*

The Planning & Zoning Commission is recommending (5-0) to approve the UDO Amendments.

### **STAFF RECOMMENDATION**

Staff is 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 AMENDMENTS)**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>th</sup> DAY OF AUGUST, 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 26<sup>th</sup> day of August, 2019.**

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

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

**(UDO AMENDMENTS)**

**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 June 19, 2019, 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 Village President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, as follows:

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

**SECTION TWO:** 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 ~~striketrough~~ to Chapter 17.02 of the Village Code as follows (definitions shall be placed in alphabetical order and the word defined is bolded):

**17.02 DEFINITIONS**

**CHILD CARE FACILITY** See “DAY CARE HOME” or “DAY CARE CENTER”

**DAY CARE HOME** ~~A family home that receives more than three and up to a maximum of 12 children for less than 24 hours a day. Any residence which receives more than three (3), up to a maximum of twelve (12) children, for less than twenty-four (24) hours per day. The number counted includes the family's natural or adopted children and all other persons under the age of fourteen (14). The term does not include facilities which receive only children from a single household. The use must be licensed by or registered with the Illinois Department of Children and Family Services in accordance with the Child Care Act of 1969 (225 ILCS 10/).~~

**DAY CARE CENTER** ~~Any child care facility which regularly provides day care for less than 24 hours per day for more than eight children in a family home, or more than three children in a facility other than a family home, including senior citizen buildings.~~ An individual, agency or organization which regularly provides pre-school through kindergarten instruction or supervision and care on a regular basis for less than twenty-four (24) hours per day for one (1) or more children in a facility other than a residence, who are not related by blood or marriage to, and who are not the legal wards or foster children of, the supervising adult. The use must be licensed by or registered with the Illinois Department of Children and Family Services in accordance with the Child Care Act of 1969 (225 ILCS 10/) or the appropriate State agency.

**DRIVEWAY** A hard surfaced private vehicular access-way necessary for providing access from a street or alley to an approved off-street parking area or garage. Any hard surfaced area directly adjacent and parallel to a driveway shall be considered part of the driveway.

**SECTION THREE:** 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 ~~striketrough~~ to Chapter 17.04 of the Village Code as follows:

#### **17.04.110 SUBDIVISION OF LAND AND FINAL PLATS**

- A. The Final Plat of Subdivision shall be in conformance with applicable lot standards of this ordinance unless a variation is granted by the Village Board. Subdivision of land requires land/cash contribution in accordance with Chapter 17.18 of this ordinance. Platting shall follow accepted engineering and planning standards, to include the avoidance of flag lots, lots that are not generally rectilinear in shape, or lots that are not readily accessible to public rights of way. There are ~~two~~ two different approval processes for the subdivision of land:

**SECTION FOUR:** The Lemont, Illinois Municipal Code (“Village Code”), as amended, is further amended in Title 17, Unified Development Ordinance Chapter, with **Table 17-06-01 Permitted and Special Uses in the Zoning Districts**, attached as Exhibit B, replacing the existing Table 17-06-01 in Chapter 17.06 of the Village Code;

**SECTION FIVE:** 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 ~~striketrough~~ to Chapter 17.06 of the Village Code as follows:

Adjust the accessory use in **Table 17-06-02 Permitted Accessory Uses and Obstructions in Yards**:

<b>Projection, Obstruction, or Accessory Use with Limitations</b>	<b>Front</b>	<b>Rear</b>	<b>Side</b>	<b>Corner Side</b>
Decks and terraces in a residential district, DD or INT district, provided they are: at least 15 ft from all lot lines in districts R-1, R-2, and R-3; and in districts DD, INT, R-4A, R-5, <u>R-5A</u> , and R-6 at least 10 ft from all lot lines or equal to the setback of a conforming principal structure, whichever is less. In R-4, decks and terraces shall be at least 15 ft from all lot lines or equal to the setback of a conforming principle structure, whichever is less. (Ord O-36-08; O-69-12; O-10-14)	-	P	P	-

**SECTION SIX:** 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 ~~strike through~~ to Chapter 17.11 of the Village Code as follows:

**17.11.140 SIGNS IN THE B and INT DISTICTS**

**B. Monument Signs in B and INT Districts.**

1. One monument sign per zoning lot is allowed. Special restrictions apply to commercial and institutional establishments located within a shopping center or commercial planned unit development – see §17.11.120150 of this chapter.

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

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 26<sup>th</sup> day of August, 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

**ATTEST:**

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

**Exhibit A**

PZC Minutes from June 19, 2019 public hearing

**Village of Lemont**  
**Planning and Zoning Commission**  
Special Meeting of June 19, 2019

A special meeting of the Planning and Zoning Commission for the Village of Lemont was held at 6:30 p.m. on Wednesday, June 19, 2019 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 6:37 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 Director Jason Berry, Consulting Planner Jamie Tate and Village Trustee Ron Stapleton were also present.

**C. Approval of Minutes – May 1, 2019**

Commissioner McGleam made a motion, seconded by Commissioner Zolecki to approve the minutes from the May 1, 2019 meeting with no changes. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

**II. CHAIRMAN'S COMMENTS**

Chairman Spinelli welcomed the audience to the meeting. He then asked everyone in the audience to stand and raise his/her right hand. He then administered the oath.

**III. PUBLIC HEARINGS**

**A. 19-10 PM MARKET ON STATE EMC SIGN**

**B. 19-08 COVINGTON KNOLLS UNIT 8 PRELIMINARY PUD/PLAT**

**C. CASE 19-09 - UDO AMENDMENTS**



Chairman Spinelli called for a motion to open the public hearing for Case 19-09.

Commissioner Zolecki made a motion, seconded by Commissioner McGleam to open the public hearing for Case 19-09. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

Jamie Tate said the first UDO amendment is for the floodplain regulations. The date needs to be changed so they are in compliance. DuPage County is adopting new flood maps, so the date needs to be changed to August 1, 2019. While they were updating this they did look for any other changes that might need to be done. They discovered that there is no definition for childcare facilities or for driveways. The UDO is currently confusing regarding child care facilities or day care center or day care homes. They are proposing to break child care facilities into two different definitions of day care home and day care center. They are referencing the State Code so if they ever change it then they are in compliance with it.

Some more updates are adding the R-5A to where it talks about decks and terraces and not allowing overhead doors for sheds. Other small items are adjustment to the use table, adding small cell antennae to the table, fixing an auto repair scrivener's error and lastly boat/RV sales, service, or storage scrivener's error.

Chairman Spinelli stated something they might want to look at is mobile billboards. Where it is a box truck and the box is gone and a sign is put in its place. He asked if there is anything in the code regarding a time limit for storage pods.

Mrs. Tate said she believes there is a time regulation on them.

Chairman Spinelli asked if there were any further questions or comments. None responded.

### **Public Comment**

Chairman Spinelli asked if there was anyone in the audience that wanted to speak in regards to this public hearing. None responded.

He then called for a motion to close the public hearing.

Commissioner Cunningham made a motion, seconded by Commissioner O'Connor to close the public hearing for Case 19-09. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

### **Plan Commission Discussion**

None

**Plan Commission Recommendation**

Commissioner Zolecki made a motion, seconded by Commissioner Cunningham to recommend to the Mayor and Board of Trustees approval of Case 19-09 UDO Amendments as prepared by staff. A voice vote was taken:

*Ayes: All*

*Nays: None*

*Motion passed*

**Exhibit B**

Table 17-06-01 Permitted and Special Uses in the Zoning Districts









TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Phase I Engineering for Lemont Stephen Street Bike Trail Connection  
DATE: August 22, 2019

### **SUMMARY/ BACKGROUND**

TERRA Engineering has submitted a proposal to the Village of Lemont to provide civil engineering associated with the design and preparation of a Phase I Project Development Report for the Stephen Street Bicycle and Pedestrian Trail Bridge. The Village worked with TERRA – at no charge to the Village – on two unsuccessful grant applications, first for the Illinois Transportation Enhancement Program (ITEP) in 2017 and again for Invest in Cook in 2019. Feedback shared from these applications suggested that the project remained too conceptual for funding. By completing Phase I the Village will have a strong application for future grants. The cost for Phase I engineering is \$223,233.30.

The scope of service includes a 1200 ft. extension of off-street trail, a bridge over the Sanitary and Ship Canal, a trailhead parking lot on the north side of the S&S Canal, and a canoe/kayak launch on the Des Plaines River. The project is divided into 18 tasks:

- Early Coordination
- Data Collection and Review
- Field Survey
- Establish Alignment Corridor
- Traffic Counts and Analysis
- Preliminary Design Studies
- Preliminary Soils Investigation
- Hydraulic and Drainage Studies
- Structure Studies
- Environmental Issues Review
- Permits and Agency Coordination
- Quality and Cost Estimate
- Draft Report
- Public Involvement
- Pre-Final Report
- Final Report
- Coordination Meetings
- Administration

TERRA will notify public agencies and businesses, coordinate the design with the MWRD and Cook County Forest Preserves, report to IDOT, and coordinate with MWRD leaseholders, Coast Guard, Army Corps, and IDNR. They will also conduct two open house meetings, one for the alignment corridor and



again to present the Final Report. Staff will submit updates to the Heritage Corridor and Outdoor Recreation Commission.

The Village has worked with TERRA in the past on trail projects. They were also hired by The Forge and provided documentation for their successful PUD application. The Senior Project Manager, David Landeweer, was the lead engineer for the Cal-Sag Trail, which included the reconstruction of the Chatham Street Bridge in Blue Island and a new bridge across the Little Calumet River, both of which have been completed.

TERRA has engaged John Ronin Architects to provide architectural design services. They will prepare three concepts for the bridge and circulation buildings – the elevator towers on either side of the canal necessary to get the bridge clearance required by the Army Corps of Engineers. This is an opportunity for the Village to work with a prestigious, international firm and ensure that the Stephen Street Bridge is an architecturally distinctive destination. Ronin provided the design for The Forge’s Phase II buildings.

## **ANALYSIS**

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

*2018-21 Strategic Plan.*

The Stephen Street Trail Bridge supports the Strategic Plan’s Community Image and Economic Vitality priorities. It is aligned with the outcomes for a regional awareness of Lemont, a positive image of Lemont, downtown as a stable retail district, and Downtown Lemont and HQRA as destinations.

*Lemont 2030 Comprehensive Plan.*

The comprehensive plan calls on the Village to increase connectivity, stating, “The Lemont Active Transportation Plan identifies strategies for increasing connectivity between communities and between existing recreational facilities. Recommendations in the plan pertaining to bikeway planning and trails should be implemented.” The comprehensive plan notes that three regional trails – the I&M, Cal-Sag, and Centennial – converge at Lemont’s eastern border, but lack a connection to Downtown Lemont, adding, “connections to these regional trails would provide a much richer user experience and generate additional economic activity in downtown.”

*5-Year Capital Improvement Plan.*

Funding for the Stephen Street Trail Bridge is included in the Capital Improvement Plan.

## **STAFF RECOMMENDATION**

Approval of the attached resolution authorizing the execution of the TERRA Phase I proposal.



## **BOARD ACTION REQUESTED**

Motion and approval of the attached resolution.

## **ATTACHMENTS**

1. Lemont Stephen Street Bike Trail Connection Proposal for Phase I Engineering Professional Services (August 14, 2019)



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**VILLAGE OF LEMONT**

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

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**A RESOLUTION APPROVING AN AGREEMENT WITH  
TERRA ENGINEERING, LTD.**

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

***JANELLE KITTRIDGE  
DAVE MAHER  
RYAN KWASNESKI  
KEN MCCLAFFERTY  
RICK SNIEGOWSKI  
RON STAPLETON***  
**Trustees**

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

**A RESOLUTION APPROVING AN AGREEMENT WITH  
TERRA ENGINEERING, LTD.**

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**WHEREAS** the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village is desirous to enter into an agreement with Terra Engineering Ltd. for Lemont Stephen Street Bike Trail Connection Phase I Engineering as further outlined on the agreement attached as Exhibit A (“Agreement”); and

**WHEREAS**, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement with Terra Engineering Ltd.

**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:**

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Agreement with Terra Engineering Ltd. in substantially the same form as attached hereto as Exhibit A, subject to attorney review, and any applicable competitive bidding requirements are hereby waived, if necessary.

**SECTION 3: 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 26th day of August, 2019.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 26th DAY OF AUGUST, 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

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

*Attest:*

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

## **EXHIBIT A**



August 14, 2019

Mr. Jason Berry  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

RE: Lemont Stephen Street Bike Trail Connection  
Proposal for Phase I Engineering Professional Services

Dear Jason,

Thank you for allowing us to submit our proposal to you for this project. Per your request, we provide the following proposal to the Village of Lemont ("Client") for the civil engineering associated with the design and preparation of a Phase I Project Development Report for the Stephen Street Bike Trail Connection in the Village of Lemont.

This fee proposal is based on your request for proposal (RFP) and our discussions. A specific list of scope of work and anticipated deliverables is listed below.

**SCOPE OF WORK/ANTICIPATED DELIVERABLES**

- 1. Civil Engineering
  - A. See attached scope based on preparation of a Phase I Project Development Report and submittals to IDOT.

**LIMIT OF SERVICES / ASSUMPTIONS**

- 1. This scope of work is based on documents available as of this date.
- 2. The fees herein do not include permitting fees as may be required.
- 3. Additional meetings attended and site visits conducted beyond the scope of services shall be billed on a time/material basis in accordance with hourly fee schedule.

**SCHEDULE**

Upon agreement on scope of work and receipt of signed fee proposal and survey, TERRA will commence work on the topographic survey and plan preparation.

**COMPENSATION**

TERRA offers the above services at the lump sum fees outlined below. Reimbursable expenses for permitting/milestone reproductions and postage and document retrieval are in addition to fees for professional services as indicated below; an estimate has been provided. We assume milestone deliverable printing and postage to Owner will be handled by you and TERRA will digitally transmit milestone documentation electronically to you for processing.

<b>1. Civil Engineering</b>	
a. Labor	\$158,860.80
b. <u>Subconsultants and Direct Costs</u>	<u>\$64,372.50</u>
<b>(TOTAL)</b>	<b>\$223,233.30</b>

August 14, 2019

**ADDITIONAL SERVICES**

Changes to completed documents due to revised input or direction, change of project limits or scope and preparation of additional drawings shall be invoiced as an Additional Service. Work will not be performed without your expressed, written consent. Estimates for additional services will be provided upon your request.

**ACCEPTANCE**

This proposal, with the signature of the appropriate personnel, constitutes acceptance of fee and terms as stated herein. Please return one copy of the signed proposal to me as authorization to begin work.

If you have any questions or need clarification on any of the above, please do not hesitate to call. We look forward to working with you on this project and appreciate you including us on your team.

Sincerely yours,

**TERRA ENGINEERING, LTD.**



David Landeweer, P.E.  
Senior Project Manager

Cc: Jamil Bou-Saab, PE, Executive Vice President – TERRA  
Tim Barry, PE, Transportation Group Manager – TERRA

**ACCEPTED BY**

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

Printed name: \_\_\_\_\_

Signed name: \_\_\_\_\_

Title: \_\_\_\_\_



### **BILLING AND PAYMENT**

Billing and payment shall be in accordance with the fee proposal as noted in the Compensation schedule of this proposal. Scope of services under a fixed fee basis shall be billed upon fulfillment and/or percentage of the completed task. Scope of services under a time and material basis shall be billed per unit rate as services are performed.

1. Timing/Format
  - A. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt, unless negotiated otherwise with Terra Engineering. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
  - B. If payment in full is not received by TERRA Engineering within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.
  - C. If the Client fails to make payments within 30 calendar days of due date or otherwise is in breach of this Agreement, TERRA Engineering may suspend performance of services upon seven (7) calendar days' notice to the Client. TERRA Engineering shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, TERRA Engineering shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for TERRA Engineering to resume performance.
2. Billing Records
  - A. TERRA Engineering shall maintain accounting records of its costs in accordance with generally accepted practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

### **STANDARD TERMS AND CONDITIONS**

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by TERRA Engineering and Client. TERRA Engineering will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. DELAYS. If events beyond the control of TERRA Engineering, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, TERRA Engineering shall be entitled to an equitable adjustment in compensation and extension of time.
4. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay TERRA Engineering for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
5. REUSE OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer data, field data notes and other documents prepared by TERRA Engineering as instruments of service shall remain the property of TERRA Engineering. TERRA Engineering shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by TERRA Engineering for the specific purpose intended, shall be at Client's sole risk.
6. ELECTRONIC MEDIA. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the

acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by TERRA Engineering and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by TERRA Engineering and TERRA Engineering makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TERRA Engineering be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by TERRA Engineering is supplied for the general guidance of the Client only. Since TERRA Engineering has no control over competitive bidding or market conditions, TERRA Engineering cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** TERRA Engineering shall establish and maintain programs and procedures for the safety of its employees. TERRA Engineering specifically disclaims any authority or responsibility for general job site safety and safety of persons other than TERRA Engineering employees.
9. **RELATIONSHIP WITH CONTRACTORS.** TERRA Engineering shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but TERRA Engineering specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than TERRA Engineering and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by TERRA Engineering and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** TERRA Engineering will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and TERRA Engineering business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include TERRA Engineering as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** TERRA Engineering agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by TERRA Engineering's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom TERRA Engineering is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TERRA Engineering, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor TERRA Engineering shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. **LIMITATIONS OF LIABILITY.** No employee or agent of TERRA Engineering shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, TERRA Engineering's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, TERRA Engineering's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation covered by TERRA Engineering's professional liability insurance.
16. **ACCESS.** Client shall provide TERRA Engineering safe access to the project site necessary for the performance of the services.

17. ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
18. HAZARDOUS MATERIALS. TERRA Engineering and TERRA Engineering's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise TERRA Engineering (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.
19. REMODELING AND RENOVATION. For TERRA Engineering's services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which TERRA Engineering may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, TERRA Engineering shall not be required to perform, or have others perform, destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless TERRA Engineering, TERRA Engineering's consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
20. CLIENT'S CONSULTANTS. Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of TERRA Engineering and to advise TERRA Engineering of any potential conflict. TERRA Engineering shall have no responsibility for the components of the project designed by the Client's consultants. The Client shall indemnify and hold harmless TERRA Engineering, TERRA Engineering's consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.
21. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.
22. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
23. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
24. DISPUTE RESOLUTION. If TERRA Engineering employs counsel for advice or other representation: (i) with respect to this Agreement, (ii) to represent TERRA Engineering in any litigation, contest, dispute, suit or proceeding (whether instituted by TERRA Engineering, Client or any other party) in any way or respect relating to this Agreement, or (iii) to enforce Client's obligations there under, then, in any of the foregoing events, all of the reasonable attorneys' fees arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by Client to TERRA Engineering on demand.

**SCHEDULE OF HOURLY BILLING RATES**

LABOR CLASSIFICATION	2018	2019	2020	2021	2022	2023
Principal	\$215.00	\$221.00	\$227.50	\$234.50	\$241.50	\$249.00
Senior Project Manager	\$205.00	\$211.00	\$217.50	\$224.00	\$231.00	\$238.00
Project Manager	\$160.00	\$165.00	\$170.00	\$175.00	\$180.50	\$186.00
Assistant Project Manager	\$150.00	\$154.50	\$159.00	\$164.00	\$169.00	\$174.00
Senior Project Engineer	\$130.00	\$134.00	\$138.00	\$142.00	\$146.50	\$151.00
Project Engineer	\$110.00	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Project Designer	\$110.00	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Design Engineer	\$100.00	\$103.00	\$106.00	\$109.50	\$113.00	\$116.50
Senior Structural Engineer	\$175.00	\$180.00	\$185.50	\$191.00	\$196.50	\$202.50
Structural Engineer	\$120.00	\$123.50	\$127.00	\$131.00	\$135.00	\$139.00
Senior Landscape Architect	\$170.00	\$175.00	\$180.50	\$186.00	\$191.50	\$197.00
Landscape Architect	\$110.00	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Senior Landscape Planner	\$115.00	\$118.50	\$122.00	\$125.50	\$129.50	\$133.50
Landscape Designer	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00	\$110.00
Survey Manager	\$165.00	\$170.00	\$175.00	\$180.50	\$186.00	\$191.50
Surveyor	\$120.00	\$123.50	\$127.50	\$131.50	\$135.50	\$139.50
Senior Technician	\$110.00	\$113.50	\$117.50	\$121.00	\$124.50	\$128.00
Technician	\$85.00	\$87.50	\$90.50	\$93.00	\$96.00	\$99.00
Survey Crew - 2 person	\$195.00	\$201.00	\$207.00	\$213.00	\$219.50	\$226.00
Survey Crew - 1 person	\$155.00	\$159.50	\$164.50	\$169.50	\$174.50	\$179.50
GIS Analyst	\$110.00	\$113.50	\$117.00	\$120.50	\$124.00	\$127.50
Senior Construction Inspector	\$130.00	\$134.00	\$138.00	\$142.50	\$147.00	\$151.50
Construction Inspector	\$105.00	\$108.50	\$112.00	\$115.50	\$119.00	\$122.50
Senior Traffic Technician	\$100.00	\$103.00	\$106.00	\$109.00	\$112.50	\$116.00
Traffic Technician	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00	\$110.00
IT- CADD Manager	\$115.00	\$118.50	\$122.00	\$125.50	\$130.00	\$134.00
CADD Operator	\$100.00	\$103.00	\$106.00	\$109.00	\$112.50	\$116.00
Intern	\$55.00	\$56.50	\$58.00	\$60.00	\$62.00	\$64.00
Business Administrator	\$120.00	\$123.50	\$127.00	\$131.00	\$135.00	\$139.00
Marketing Coordinator	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00	\$110.00
Administrative Assistant	\$65.00	\$67.00	\$69.00	\$71.00	\$73.00	\$75.00

Services sub-contracted and reimbursable expenses will be billed to the Owner at invoice. Use of special equipment such as television and sewer cleaning devices, soil density testers, flow meters samplers and dippers, etc., will be charged to the project per the standard equipment rate schedule, which is available upon request.

**MISCELLANEOUS EXPENSE RATES**

DESCRIPTION	EXPENSE RATE
Printing	
11"x17" (black/white)	\$0.65 / page
11"x17" (color)	\$1.30 / page
24"x36" (black/white)	\$3.00 / page
24"x36" (color)	\$6.00 / page
30"x42" (black/white)	\$4.37 / page
30"x42" (color)	\$8.75 / page
36"x48" (black/white)	\$6.00 / page
36"x48" (color)	\$12.00 / page
External Plotting	Cost plus 10%
Shipping/Messenger Services	Cost plus 10%
Sub-consulting Services	Cost plus 10%
Travel	
Mileage	Per IRS Standard Mileage Rate
Parking	Cost plus 10%
Per Diem	\$28.00 / day
Taxi	Cost plus 10%
Document Retrieval	Cost plus 10%
Permit Fees	Cost plus 10%

**STEPHEN STREET TRAIL CONNECTION**  
VILLAGE OF LEMONT  
PHASE I - PROJECT DEVELOPMENT REPORT  
ITEMIZED SCOPE OF SERVICES  
8/2/2019

Off-Street Trail Length = 1,200'  
Bridge over Sanitary and Ship Canal  
Trailhead Parking Lot  
Canoe / Kayak Launch

Task No.	Task	TERRA Hours	TERRA Direct	Notes
1	Early Coordination			
	a) Submit ESR	32		
	b) Notify affected public agencies	8		
	c) Notify affected businesses adjacent to trail	4		
	Subtotal	44	\$ -	
2	Data Collection and Review			
	a) Prepare photolog, site visit, land use	6	\$ 65.00	
	b) Obtain existing utility atlases	2		
	c) Obtain roadway, MWRD plans	2		
	d) Obtain property, R.O.W. plats	2		
	e) Obtain adjacent bike route information	2		
	Subtotal	14	\$ 65.00	
3	Field Survey			
	a) Set horizontal control points	8	\$ 65.00	
	b) Set coordinates on control points using GPS	8		
	c) Topographic survey (tree, utility, topo)	48	\$ 195.00	
	d) Data Processing	16		
	e) Perform field check	8	\$ 65.00	
	Subtotal	88	\$ 325.00	
4	Establish Alignment Corridor			
	a) Determine design criteria	4		
	b) Establish alignment corridor in field	8	\$ 65.00	
	c) Refine alignment based on preferred alternate	2		
	Subtotal	14	\$ 65.00	
5	Traffic Counts and Analysis			
	a) Obtain peak hour traffic counts	0		
	b) Perform HCS analysis	0		
	Subtotal	0	\$ -	
6	Preliminary Design Studies			
	a) Prepare plan-profile sheets (1"=50')	2		
	b) Prepare cross section sheets	4		
	c) Prepare horizontal and vertical alignments	24		
	d) Coordinate trail design with MWRD	24		
	e) Prepare concept design/estimate for elevator towers		\$ 45,000.00	John Ronan Architects

f) Coordinate trail design with Cook County Forest Pres.	16		
g) Finalize horizontal and vertical alignment	8		
h) CADD proposed geometry	8		
i) CADD proposed cross sections	4		
j) Determine R.O.W. and easement requirements	32		
k) Design trailhead / canoe launch parking lot	60		
l) Design canoe / kayak launch	40		
m) Aesthetics, signage	60		
Subtotal	282	\$	45,000.00
7 Preliminary Soils Investigation			
a) Walk the entire project and do a field reconnaissance			
b) Drill borings for structures and perform a soil analysis		\$	10,000.00 Applied Geoscience
c) Write report and summarize observations for IDOT			
Subtotal	0	\$	10,000.00
8 Hydraulic and Drainage Studies			
a) Review existing drainage patterns	4		
b) Provide locations of drainage crossings	0		
c) Size culverts crossings for crossings <1 square mile	0		
d) Perform hydraulic analysis for crossings >1 square mile	0		
e) Find floodplain encroachments & compensation reqs	4		
f) Locate floodplain compensatory storage sites	0		
g) Floodway encroachments, Hydrolog/Hydraulic models	0		
h) Analyze detention requirements	0		
i) Locate and design detention/retention sites	0		
j) Prelim bridge, hydraulic report, IDOT floodway permit	48		
k) Prepare text for project report	4		
Subtotal	60	\$	-
9 Structure Studies			
a) Site visit	4	\$	32.50
b) Prepare structure reports for 1 new bridge	160		
Subtotal	164	\$	32.50
10 Environmental Issues Review			
a) Categorical exclusion (CE)	2		
b) Wetland investigation, reporting & coordination		\$	3,500.00 Huff and Huff
c) Wetland compensation plan			
d) Historical impact - Section 106 reporting			
e) Public recreation lands - Section 4(f) Reporting			
f) Special waste coordination and exhibit preparation		\$	4,800.00 Huff and Huff
Subtotal	2	\$	8,300.00
11 Permits and Agency Coordination			
a) MWRD and leaseholder coordination	60		
b) Coast Guard and Army Corps coordination	32		
c) IDNR coordination	16		
d) Division of Water Resources permit	16		
Subtotal	124	\$	-
12 Quantity and Cost Estimate			

a) Perform preliminary quantity take-offs	28		
b) Prepare construction cost estimate	2		
Subtotal	<u>30</u>	\$	-
13 Draft Report			
a) Prepare text for draft report	80		
b) Prepare appendix and exhibits for report	40		
Subtotal	<u>120</u>	\$	-
14 Public Involvement			
a) Prepare and distribute public notices	4		
b) Prepare graphics, materials and exhibits	16		
c) Conduct open house meeting (Task 4), 1 location	4	\$	32.50
d) Conduct open house meeting (Task 16), 1 location	4	\$	32.50
e) Disposition of comments	2		
Subtotal	<u>30</u>	\$	65.00
15 Pre-final Report			
a) Revise Text	40		
b) Revise Exhibits	24		
c) Revise quantities and cost estimate	4		
Subtotal	<u>68</u>	\$	-
16 Final Report			
a) Revise Text	32		
b) Revise Exhibits	16		
c) Revide quantities and cost estimate	4		
Subtotal	<u>52</u>	\$	-
17 Coordination Meetings			
a) Attend 6 coord mtgs with local agencies	48	\$	390.00
b) Attend IDOT/Agency kickoff mtg and IDOT review mtg	8	\$	65.00
c) Attend 1 FHWA/IDOT coord mtg	8	\$	65.00
d) Attend 1 review mtg with Cook County Forest Pres.	8		
Subtotal	<u>72</u>	\$	520.00
18 Administration			
a) Project planning, cost control, client coordination	18		
Subtotal	<u>18</u>	\$	-
Project total	<u><u>1182</u></u>	\$	<u><u>64,372.50</u></u>

LABOR COST	\$	158,860.80
SUBCONSULTANTS AND DIRECT COSTS	\$	64,372.50
<u>TOTAL</u>	\$	<u>223,233.30</u>



12 August 19

Danielle Kowalewski  
Terra Engineering, Ltd.  
225 W. Ohio Street  
Chicago

*Via email*

### **Proposal for Concept Design Services for the Stephen Street Bike Trail Connection over the I & M Canal**

#### *Scope of Work*

The Village of Lemont has engaged Terra Engineering, Ltd. to develop a concept design for a new Stephen Street Bike Trail connection over the I & M Canal in Lemont, Illinois. We propose to provide architectural design services for buildings on either side of the bridge as follows:

#### **Concept Design**

We will attend a kickoff meeting with Terra and Lemont officials to understand the goals and design parameters of the project. We will then prepare up to three concepts for the bridge & circulation buildings for review by Terra and the Village of Lemont. We will propose formal concepts for the bridge as engineered by Terra. We will coordinate the design of the circulation buildings with the project design team, and the interface of architecture, bridge and trail.

Once a design direction has been chosen, we will produce conceptual drawings describing the layout, character, materials and construction assembly of the proposed building design for presentation to IDOT. Deliverables for this phase will include:

- Floor plans of each level including rooftop level
- Building sections and conceptual wall section through building facade
- Interior and exterior perspective views of the buildings
- Concept diagrams
- Proposed materials
- Estimate of probably cost for the buildings

We will meet with Terra and IDOT to review the proposed design and make any required adjustments resulting from the IDOT review process. Our proposal includes up to three meetings with IDOT and one public meeting. We will provide the services listed above for a not-to exceed fee of **\$45,000.00** (forty-five thousand dollars) billed at the following hourly rates:

Principal/Lead Designer	\$275/hour
Project Manager	\$150/hour
Staff Architect	\$125/hour

The above fees are inclusive of travel, printing and messenger/postage costs. Printed/mounted presentation boards of the proposed design is not included and would be reimbursed by the client without markup.

If the project proceeds beyond this initial phase, the Architect and Owner will draft a separate agreement covering services beyond the scope of this proposal. We look forward to working with you on what should be a very special and architecturally-significant home. Please let me know if you have any questions or comments about our services or this proposal.



Very best

A handwritten signature in dark ink, appearing to read 'John Ronan', is written over a vertical line that starts at the top left and extends downwards.

**John Ronan Architects**  
John Ronan FAIA, Principal

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TerraEngineering

date

TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Proposed Village of Lemont I&M Canal (Downtown) TIF District  
DATE: August 22, 2019

## **SUMMARY/ BACKGROUND**

Kane, McKenna and Associates, Inc. (KMA) has submitted a proposal to the Village of Lemont to prepare an evaluation of certain properties located in the Village's downtown area for economic development programs such as Tax Increment Financing (TIF).

KMA will provide an eligibility report and, if determined to be eligible for a TIF district, a redevelopment plan as well as coordinate the adoption process.

## **ANALYSIS**

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

*2018-21 Strategic Plan.*

An evaluation by KMA supports the Strategic Priorities of Infrastructure Maintenance, Community Image, and Economic Vitality.

*Lemont 2030 Comprehensive Plan.*

The Comprehensive Plan calls to "Develop Downtown as a Destination for Residents and Visitors," stating:

Additional efforts should be dedicated to develop downtown's assets. The continued vitality of downtown was a key priority expressed during the Lemont 2030 public visioning process. Additionally, downtown represents an area of significant prior investment by the Village. From 1999 to 2010, over \$5.4 million of TIF funding has been spent on public infrastructure improvements in the downtown TIF district, and nearly \$1 million has been spent on marketing, façade grants, and other improvement efforts.... For all of these reasons, downtown warrants dedicated economic development efforts.

A potential I&M TIF would be limited to 37 PINs along the I&M Canal, Stephen Street, and Canal Street. Several PINs are currently in the Canal TIF but are presently assessed at a rate below that TIF's frozen EAV, meaning they are not contributing increment to the district.

**STAFF RECOMMENDATION**

Approval of the attached resolution authorizing the execution of the Kane, McKenna and Associates proposal for Village of Lemont Downtown TIF District (August 6, 2019)

**BOARD ACTION REQUESTED**

Motion and approval of the attached resolution.

**ATTACHMENTS**

1. Proposed Village of Lemont Downtown TIF District (August 6, 2019)
2. Proposed I&M TIF aerial map



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**VILLAGE OF LEMONT**

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

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**A RESOLUTION APPROVING AN AGREEMENT WITH  
KANE, MCKENNA AND ASSOCIATES, INC. (I&M TIF)**

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

***JANELLE KITTRIDGE  
DAVE MAHER  
RYAN KWASNESKI  
KEN MCCLAFFERTY  
RICK SNIEGOWSKI  
RON STAPLETON  
Trustees***

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

**A RESOLUTION APPROVING AN AGREEMENT WITH  
TERRA ENGINEERING, LTD.**

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**WHEREAS** the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, (“the Village”) is a municipality in the state of Illinois with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village is desirous to enter into an agreement with Kane, McKenna and Associates, Inc. (“KMA”). for Proposed Village of Lemont Downtown TIF District as further outlined on the agreement attached as Exhibit A (“Agreement”); and

**WHEREAS**, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Agreement with KMA.

**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:**

The Mayor and Board of Trustees of the Village of Lemont hereby approve the Agreement with KMA in substantially the same form as attached hereto as Exhibit A, subject to attorney review, and any applicable competitive bidding requirements are hereby waived, if necessary.

**SECTION 3: 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 26th day of August, 2019.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 26th DAY OF AUGUST, 2019.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

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

*Attest:*

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

## **EXHIBIT A**



August 6, 2019

Mr. Jason Berry  
Community Development Director  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439-3708

**RE: Proposed Village of Lemont Downtown TIF District**

Dear Mr. Berry:

Based upon discussions with your office, Kane, McKenna and Associates, Inc. (“KMA”) is prepared to assist the Village of Lemont (the “Village”) in evaluating certain properties located in and adjacent to the Village’s Downtown area within the Village in reference to economic development programs pertaining to the redevelopment and/or improvement of certain properties, such as Tax Increment Financing (“TIF”).

Kane, McKenna and Associates, Inc., will provide the following services to the Village.

**CONSULTANT SCOPE OF SERVICES**

**PHASE 1: Prepare TIF Eligibility Report**

**A. Inventory and Analysis of Village-Proposed TIF Properties**

- 1) KMA will assist the Village staff to confirm boundaries of the proposed redevelopment areas based upon site visits, historic assessed value analysis and results of any analysis presently or previously undertaken by the Village. Village staff may provide assistance relating to GIS maps, land use surveys, and sources of information relating to term of vacancy, utility service, etc.
- 2) Review with the Village the potential pros and cons, costs and benefits, and advantages and disadvantages of viable funding options available, including, but not limited to, programs described below.



Mr. Jason Berry  
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August 6, 2019



B.     Recommendation of Financing Options for TIF Designation

- 1)     Provide advice and consultation related to appropriate incentive mechanisms or public financing techniques which could be applied to specific project areas within the proposed TIF. Review “priority areas” identified based upon discussions with Village officials where the proposed TIF is concerned, and how to address deficiencies existing within these locations.
- 2)     Determine which tool or combination of tools would be best suited to specific “priority” or other important areas, and how the forms of assistance can work with or against the other, for the TIF.
- 3)     In the event that certain local financing programs or economic development alternatives for redevelopment areas – such as Business Districts (BD), special service areas (SSA), special assessment districts (SAD) or “hybrids” of such alternatives – may be applicable, KMA would identify the benefits and costs of programs and their condition for use (including State statutes which must be met) by the Village. As well, any recent Federal or State economic programs that may be applicable would also be identified.

C.     Review and Documentation of TIF Qualification Factors

- 1)     Review with the Village the proposed boundaries, as well as initial redevelopment goals and objectives specific to the redevelopment area.
- 2)     Prepare TIF Qualification Report for the site(s) based upon the presence of eligibility factors required under Illinois law. KMA will be available to discuss the findings with the Village prior to completing the report. Also provide advice with respect to potential changes in the Village’s comprehensive plan and zoning map to ensure consistencies with land uses proposed for the redevelopment districts.
- 3)     Determine whether proposed costs and revenues to be incurred and/or generated from any proposed redevelopment project area(s) are reasonable, feasible and acceptable assumptions for the intended area to be developed.

Mr. Jason Berry  
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August 6, 2019



- 4) Identify for the Village principal strategies for incentives and potential funding mechanisms based upon each potential redevelopment projects' ability to generate property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.

**PHASE 2A: Prepare TIF Redevelopment Plan; Coordinate TIF Adoption Process**

A. Prepare Resolutions of Intent and Interested Parties Registries

- 1) Assist the Village attorney to prepare resolution of intent for the proposed TIF District.
- 2) Attend Village Board meeting to review the purpose of the resolution of intent and respond to questions of officials and/or public.
- 3) Distribute resolutions to affected taxing districts per the requirements of the TIF Act.
- 4) Prepare for Village Board review and adoption documents and systems required to establish Interested Parties Registries for the TIF District.
- 5) Include Housing Impact Study, if needed, pursuant to the requirements of the TIF Act. (See PHASE 2B below.)

B. Preparation of TIF Redevelopment Plan

- 1) Review with the Village the preliminary boundaries for the plan as well as redevelopment goals and objectives.
- 2) Prepare a draft TIF Redevelopment Plan for the area based upon the presence of qualification factors required under Illinois law. KMA will be available to discuss the findings with the Village in meetings prior to completing the report.
- 3) Assist Village to prepare, refine and document the required redevelopment plan and project for the area that satisfy TIF eligibility criteria pursuant to Illinois law.

Mr. Jason Berry  
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August 6, 2019



- 4) In the event that other local financing programs or economic development alternatives may be applicable, KMA would identify these programs and their conditions for use by the Village.

C. Provide TIF Increment and Cost Projections

- 1) Assist Village staff to prepare the preliminary feasibility analysis of potential redevelopment projects incremental revenue (gross and net) and/or costs in order to summarize the potential funding advantages/disadvantages of various strategies.
- 2) Identify for the Village principal strategies for incentives and potential funding mechanisms based upon the potential redevelopment projects' ability to generate property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.
- 3) Identify issues that may exist if Village and Special Service Area (SSA) uses are combined or overlap. Review funding mechanisms and priorities with Village staff.
- 4) Review with the Village staff pros and cons of funding solely public improvements or considering extraordinary cost and gap financing utilization of TIF funding.

D. Finalize Redevelopment Project

- 1) In conjunction with Village staff, finalize TIF and boundaries for each area, and assist in the process of preparation of legal descriptions which identify the boundaries for each of the redevelopment areas.
- 2) Subsequent to the review of the draft redevelopment plan by the Village Board, Village staff, and other taxing districts (if applicable), revise the redevelopment plan sections in order to add relevant comments and/or corrections.

Mr. Jason Berry  
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August 6, 2019



E.     Prepare Public Hearing (and Meeting) Notices

- 1)     Assist Village staff to prepare the public hearing resolution and the TIF public notices.
- 2)     Prepare mailings for affected taxing districts and distribute notices to the taxing districts and the Illinois Department of Commerce and Economic Opportunity.
- 3)     Prepare mailings as required for any public meetings related to housing impact studies (if needed).

F.     Coordinate Joint Review Board (JRB) Process

- 1)     Provide agenda items, draft TIF ordinances, and other materials as required by the TIF Act.
- 2)     Attend JRB meetings as necessary and appropriate.
- 3)     Assist Village staff to respond to JRB requests.
- 4)     Assist Village Counsel to prepare JRB resolutions relating to findings.

G.     Preparation of Notices

- 1)     Assist Village staff to identify taxpayers located within the TIF district and Business District and obtain mailing information from the County.
- 2)     Assist Village staff in preparing mailings for taxpayers including review of delinquent taxpayers.
- 3)     Provide support to Village staff who would manage the mailings to residents within 750 feet of the TIF District boundaries.
- 4)     Assist Village staff in coordinating publication of legal notices in local newspapers.

Mr. Jason Berry  
Page Six  
August 6, 2019



H.     Attend Public Hearings and Required Meetings

- 1)     Assist the Village by participating in the required public hearing, and meetings with all interested and affected parties, including property owners.
- 2)     Work with the Village staff to meet all the requirements of Illinois law.

**PHASE 2B: Prepare Housing Impact Study (HIS)-(If Required)**

- 1)     Prepare draft HIS conformant with requirements of the TIF Act.
- 2)     Review draft HIS with Village staff.
- 3)     Finalize HIS for inclusion in draft TIF plan.

The Housing Impact Study may be necessary depending upon the number of inhabited residential units within the boundaries of the proposed Project area, per the TIF Act.

Mr. Jason Berry  
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August 6, 2019



**FEES FOR SERVICES**

KMA normally bills for services on an hourly fee basis for the services requested. We find this more prudent for the client – since the client can exercise control on KMA attendance at meetings, involvement in certain implementation tasks, etc. We also believe that it is more prudent for KMA because we can then budget our time and resources most appropriately.

Estimated Fees are found below:

Fees would be charged monthly at the hourly rates set forth below.

Hourly Rate Breakdown:

<u>Personnel</u>	<u>Hourly Rates</u>
Chairman/President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Research	\$ 60.00/Hour
Administrative	\$ 25.00/Hour

**All such fees could be reimbursed to the Village through TIF revenues or bonds, if applicable.**

Estimated fees are summarized below:

Phase 1	Prepare Eligibility Report	\$10,000 to \$12,000
Phase 2A	TIF Redevelopment Plan; Adoption Process	\$22,500 to \$25,000
Phase 2B	Preparation of the Housing Impact Study*	\$5,000

\*The Housing Impact Study may be necessary depending upon the number of residential units within the boundaries of the proposed Project area, per the TIF Act. No study would be conducted if not required by the TIF Act.

Mr. Jason Berry  
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August 6, 2019



**The estimates above would not include: Certified and other mailing costs, legal description, and newspaper notice/publication costs – these amounts are to be paid by the Village separately.**

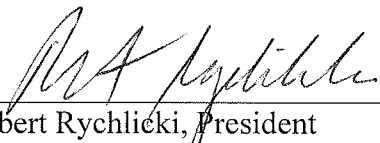
Additionally, if the Village would manage the mailing to residents within 750 feet of the perimeter of the proposed TIF district, as well as to taxing districts, taxpayers, and residential addresses with the TIF district as required by the TIF Act, this could result in a savings of approximately \$1,500 to \$2,500 as part of Phase 2A.

We look forward to working with you on this Project.

Sincerely,

Robert Rychlicki  
President

AGREED TO:

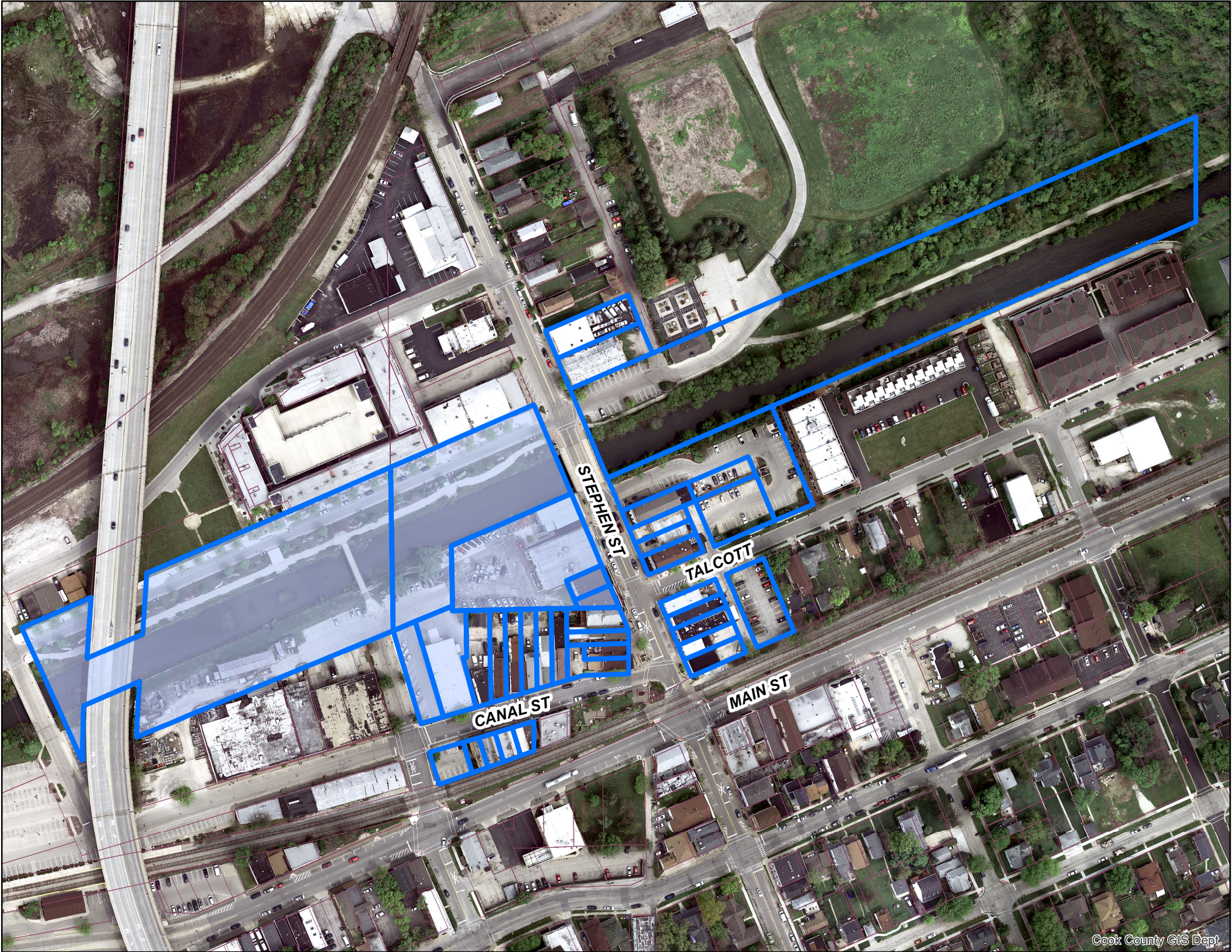
  
\_\_\_\_\_  
Robert Rychlicki, President  
Kane, McKenna and Associates, Inc.

8/6/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Village of Lemont

\_\_\_\_\_  
Date







TO: Village Board  
FROM: Chris Smith, Finance Director  
THROUGH: George Schafer, Village Administrator  
SUBJECT: Resolution Authorizing The Execution Of Agreements For The Refunding And Selling Of General Obligation Bonds

DATE: August 26, 2019

### **SUMMARY/ BACKGROUND**

On August 19, 2019 Bob Vail presented to the Board refunding and issuance options. The Board agreed to proceed with the process. The second step to the process is executing underwriting services, and bond and disclosure counsel.

The attached resolution allow for the execution of two agreements. One agreement is with Bernardi Securities for underwriting services. The second agreement is with Ice Miller for disclosure and bond counsel. Bernardi and Ice Miller have worked with the Village on past issuances.

As presented at the Committee of the Whole, interest rates on General Obligation Bonds continue to be favorable. Over the past several years, the Village has taken advantage of the favorable rates by advanced refunding and/or calling bonds with a net present value savings. Please note that due to the new tax laws, agencies cannot advance refund tax exempt obligation bonds. However, agencies can advance refund taxable and Build America Bonds. The Build America Bonds were issued in 2010 and provide a yearly subsidy to the agency. This subsidy has been reduced about \$10,000 or 10% since its inception. The Village of Lemont investment policy states that the "A net present value debt service savings of at least three percent or greater must be achieved."

### **ATTACHMENTS**

Resolution Authorizing The Execution Of Agreements For The Refunding And Selling Of General Obligation Bonds

**VILLAGE OF LEMONT**

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

**RESOLUTUION AUTHORIZING THE EXECUTION OF  
AGREEMENTS FOR THE REFUNDING AND SELLING  
OF GENERAL OBLIGATION BONDS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26<sup>TH</sup> DAY OF AUGUST 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 on this 26<sup>th</sup> day of August 2019**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF  
AGREEMENTS FOR THE REFUNDING AND SELLING OF  
GENERAL OBLIGATION BONDS**

**WHEREAS**, the Village of Lemont seeks to refund Taxable General Obligation Bonds and issue one new General Obligation Bond

**WHEREAS**, with issuing bonds the Village will need to execute agreements for underwriting, disclosure and bond counsel.

**WHEREAS**, the Village of Lemont seeks to enter into Agreements with Bernardi Securities and Ice Miller for underwriting, disclosure and bond counsel services related to the refunding and selling of General Obligation Bonds

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

**SECTION ONE:** The Village Administrator is authorized to execute the Agreements with Bernardi Securities and Ice Miller attached hereto as Exhibit "A" and Exhibit "B"

**APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on  
this 26<sup>th</sup> DAY OF AUGUST 2019.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

\_\_\_\_\_  
**JOHN EGOSKE, Village President**

ATTEST:

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

Mayor and Board of Trustees  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

August 26, 2019

Mayor and Board of Trustees:

Bernardi Securities, Inc., acting as Underwriter (the “Underwriter”), on behalf of the Village of Lemont, Cook, DuPage and Will counties (the “Issuer”) anticipates structuring and underwriting (1) General Obligation Refunding Bonds (ARS), Series 2019A (the “2019A Bonds”) for the purpose of (i) refunding the General Obligation Bonds (ARS) (Build America Bonds), Series 2010A and (ii) paying for the costs associated with the 2019A Bonds; and (2) Taxable General Obligation Refunding Bonds (ARS), Series 2019B (the “2019B Bonds”) for the purpose of (i) refunding the Taxable General Obligation Bonds (ARS), Series 2012B and (ii) paying for the costs of issuance associated with the 2019B Bonds; and (3) General Obligation Bonds (ARS), Series 2019C (the “2019C Bonds”) for the purpose of (i) financing various water and sewer system improvements and (ii) paying for the costs of issuance associated with the 2019C Bonds (the Series 2019A Bonds, Series 2019B Bonds and Series 2019C Bonds are collectively the “Bonds”).

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

All costs of issuance are to be paid from Bond proceeds and, as applicable, other funds. These costs include but are not limited to: legal fees (Issuer Counsel, Bond Counsel, Disclosure Counsel and Underwriter's Counsel), trustee fees, if any, paying agent / bond registrar fees, book-entry setup charges, closing costs, escrow verification fees, if any, escrow agent fees, if any, CUSIP costs, and any rating and bond insurance fees. Bernardi Securities, Inc.'s underwriting fee will also be paid from a percentage of Bond proceeds, which is the combination of the par amount of the Bonds and premium, if applicable. Based on this understanding, our fee shall not exceed 0.85%.

The rules of the Municipal Securities Rulemaking Board require the Underwriter to inform you that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest. While this form of compensation is customary in the municipal securities market, it may cause the Underwriter to recommend an offering that is unnecessary or to recommend the size of the proposed offering be larger than necessary.



In recent years, Congress has enacted legislation seeking to reform financial markets in the wake of the 2008-2009 financial crisis. One of the most prominent pieces of legislation is the Dodd-Frank Wall Street Reform and Consumer Protection Act. The implementation of Dodd-Frank has led to a series of regulatory changes governing municipal securities.

The 2011 amendments to Rule G-23 of the Municipal Securities Rulemaking Board (MSRB) and 2012 interpretative guidance under MSRB Rule G-17 require Bernardi Securities, Inc. to define its role at the earliest stages of our relationship with you for this issue.

Bernardi Securities, Inc. will only serve as an underwriter. As an underwriter, we will be acting as a principal in a commercial, arms' length transaction, and not as a municipal advisor, financial advisor, or fiduciary. At the Issuer's request, Bernardi Securities, Inc. may provide incidental services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Bonds. Please note the Bernardi Securities, Inc. would be providing such services in its capacity as underwriter and not as a financial advisor to the Issuer.

As an underwriter, our purchase of the Bonds will be with a view to distribute the Bonds to investors. It is important for you to understand that, in this role, Bernardi Securities, Inc. has financial and other interests that may differ from yours.

MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors. Our duty to purchase the Bonds from the Issuer at fair and reasonable prices is balanced with our duty to sell the Bonds to investors at fair and reasonable prices.

Bernardi Securities, Inc. will review the Issuer's official statement for the Bonds in accordance with, and as part of, our responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction.

As with any Bond issue, your obligation to pay principal and interest will be an obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree in the Bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a failure to perform with respect to the Bond issue.

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

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

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

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

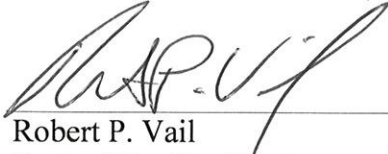
The designation of Bernardi Securities, Inc. as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

Accompanying this letter is a risk disclosure document describing financial characteristics and security structures of fixed rate municipal bonds as well as a general description of certain financial risks pursuant to MSRB Rule G-17.

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

The Village understands the primary contacts for this process will be Robert P Vail.

BERNARDI SECURITIES, INC,



Robert P. Vail  
Senior Vice President

ACCEPTED BY:

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

August 20, 2019

WRITER'S DIRECT NUMBER: (312) 726-7127  
DIRECT FAX: (312) 726-2696  
EMAIL: James.Snyder@icemiller.com**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

Ms. Christina Smith  
Finance Director  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

**RE: Letter of Engagement of Ice Miller LLP**

Dear Christina:

We are pleased you have asked us to serve as bond and disclosure counsel to handle the engagement described in this letter, and appreciate the opportunity to serve you. Please take a moment to review this letter (and the enclosed standard Ice Miller Terms and Conditions) to confirm our mutual understanding regarding your retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services to you. Please let us know if there is anything you do not understand or would like to discuss changing.

**Client and Nature and Scope of the Relationship**

We understand that we will be serving as bond and disclosure counsel to the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Issuer") in connection with its General Obligation Refunding Bonds (ARS), Series 2019A, Taxable General Obligation Refunding Bonds (ARS), Series 2019B, and General Obligation Bonds (ARS), Series 2019C (collectively, the "Bonds"). As bond counsel, our job is principally to render certain approving opinions regarding the validity of the financing under applicable state and federal laws and to render certain opinions concerning the tax status of the Bonds. In order to perform those functions we will be required to perform the following functions:

1. Preparation or review of all documentation (e.g., ordinances, resolutions, agreements, leases, indentures, bonds, notices and other forms) requisite to the authorization, issuance, and sale of the Bonds (including the documents previously prepared);
2. Attendance at meetings of the Issuer, when necessary, at which proceedings affecting the transaction will be considered or voted upon;



3. Consultations with the various parties (normally the financial advisor, other consultants, if any, you and the Issuer's attorney), including bond insurers, rating agencies, or letter of credit issuers, involved in the transaction regarding the details and problems of the transaction and the legal proceedings required for the transaction;
4. Responding to inquiries from prospective purchasers of the Bonds;
5. Attendance at and supervision of the closing of the financing;
6. Examination of the executed transcript documents;
7. Furnishing to the Issuer and to the purchasers of the Bonds an approving opinion as to the legality of the issue and the exclusion from gross income of interest on the Bonds for federal income tax purposes; and
8. Assembling, duplicating, and binding the transcript documents for delivery to the parties to the transaction.

We will draft documents (or review documents drafted by other parties) and generally supervise the proceedings as they move toward closing. While our primary responsibility is to the Issuer, we also have a responsibility to those persons or entities who will ultimately hold the Bonds to render an independent, objective opinion on the Bonds. Our main functions are to opine objectively that the Bonds have been lawfully issued, that their tax status is that for which the purchasers have bargained and agreed, and that certain legal steps have been undertaken regarding timely payment of the Bonds and the interest on the Bonds. Unless the Issuer decides to make special arrangements, our engagement does not include post issuance advice or any obligation to monitor or give advice on the Issuer's continuing compliance with any tax requirements, as set forth in the Bonds and the closing documents, which must be followed after issuance of the Bonds in order to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes or to give advice on continuing compliance with securities law requirements.

As disclosure counsel, our job is principally to prepare the document pursuant to which the Bonds will be offered into the market for sale. In order to perform those functions we will be required to perform the following functions:

1. Prepare and/or review Preliminary Official Statement(s) and Official Statement(s);
2. Review any stated representation by Bernardi Securities, Inc. (the "Underwriter") as to review of Official Statement;
3. Assist in coordinating the delivery of the Official Statement to the Underwriter on a timely basis as soon as possible;
4. Participate in customary due diligence for the offering;



5. Review legal issues relating to the structure of the Bonds, the authorization for the offering, and the structure of the offering;
6. Prepare Bond Purchase Agreement drafts, if applicable;
7. Review opinions and closing documents from other parties;
8. Render 10b-5 statement covering Official Statement as of its date and as of the Closing Date (the “Statement”); and
9. Prepare or review a Continuing Disclosure Agreement.

We understand that the proceeds of the Bonds will be used to (i) refund certain outstanding bonds of the Issuer, (ii) provide funds for water and sewer projects, and (iii) pay the costs of issuance of the Bonds. In this transaction, our job as disclosure counsel is principally to counsel the Issuer, as an issuer of municipal or other governmental securities, to comply with applicable federal and state securities laws. As such, we will work with officials of the Issuer, the Underwriter or financial advisor to review certain information compiled to be provided by the Issuer in an Official Statement. We will also conduct due diligence to investigate the accuracy of the materials compiled or provided for the Official Statement. The Statement we render will be based on facts and law existing as of its date. In rendering our Statement, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Underwriter with applicable laws relating to the Bonds. We have agreed that our engagement as disclosure counsel is limited to performance of services related to this matter. Except to the extent otherwise specifically agreed and confirmed by us in writing, this engagement does not extend to advice or representation concerning other matters. We may agree with you to further limit or to expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. No other party is being represented by us. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives in this engagement.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We have not been engaged to review the financial condition of the Issuer, the feasibility of the refunding, or the adequacy of the security provided to Bond owners, and we will express no opinion related thereto. We are not financial advisors or municipal advisors as contemplated by the Dodd-Frank Act.

I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may arise in this regard may always be directed to me, Mark Huddle, or Shelly Scinto who will also provide services on the engagement.

**Conflicts of Interest/Disclosure of Potential Conflicts of Interest**

This engagement letter will also serve to give express written notice to the Issuer that (a) from time to time we represent in a variety of capacities and consult with most underwriters, including investment bankers, financial advisors and other persons active in the Illinois public finance market on a wide range of issues, and (b) prior to your execution of this engagement letter we may have consulted with a number of such firms regarding the Bonds, including, specifically, the Underwriter. Your acceptance of our services and execution of the enclosed copy of this letter to evidence our agreement constitutes your consent to these other engagements with the Underwriter. Neither our representation of the Issuer nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective statement.

**Compensation; Other Important Terms and Conditions**

We estimate that our fees for this financing will be \$34,500 for bond counsel services and \$15,750 for disclosure counsel services, based upon what we know about the financing, time to be expended by us and our experience in working on similar transactions. None of our fees will be based upon, or related in any way to, the costs of a capital project. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Unless otherwise specifically agreed, our fees are based primarily on our hourly billing rates for attorneys, paralegals and other professionals as applied to the amount of time that we expend in providing services. When appropriate in our judgment, we will involve other attorneys and paralegals or other legal assistants on work that can be performed effectively at their rates. The hourly rates of our professionals are periodically reviewed and adjusted upward to reflect the current cost of delivering comparable legal services and other market conditions. Accordingly, in preparation of our statements for professional services, we will use those hourly rates in effect at the time the services are rendered.

In addition to fees that we charge for our legal services, we also charge for ancillary services and expenses. Such charges and expenses may include long distance telephone charges, photocopying, facsimile transmission, computer research, mileage, travel expenses and other similar charges specifically applicable to the engagement. Our charges and expenses for such ancillary services are pursuant to a schedule of charges, as the same is revised from time to time. A copy of current charges and expenses is available to you upon request.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These Terms and Conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal, are important and are to be read as part of this letter, as they apply to this

Ms. Christina Smith  
August 20, 2019  
Page 5

engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

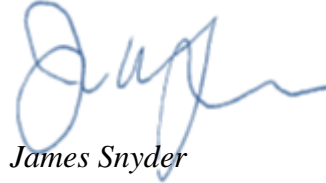
**Acceptance**

We hope that this letter and the enclosed Terms and Conditions are helpful and accurately state the scope of the representation agreed upon. We intend to provide legal services based on this letter, and will assume that this letter accurately reflects our mutual agreement (regardless of whether you sign and return this letter to us), unless you notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided, and return the same to me.

Sincerely yours,

ICE MILLER LLP



*James Snyder*

Acknowledged and Agreed:

*VILLAGE OF LEMONT, COOK, DUPAGE AND  
WILL COUNTIES, ILLINOIS*

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

\_\_\_\_\_  
*Authorized Official*

Enclosures: Terms and Conditions of Engagements for Legal Services  
Copy of Engagement Letter

cc: Accounting Department

ICE MILLER LLP

### **Terms and Conditions of Engagements for Legal Services**

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

#### **Our Responsibilities**

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

#### **Your Responsibilities**

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

#### **Client(s) Represented**

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a

lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

#### **How We Will Work For You**

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

#### **How We May Communicate With You**

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

#### **About Our Fees**

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for

work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

### **Other Charges and Expenses**

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

### **Estimates**

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

### **Billing Procedures**

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

### **Retainers**

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written

agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

### **Your Consent to Future Conflicts of Interest**

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

### **Document Retention**

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

### **Personal Data from the European Economic Area**

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary

disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

### **Response to Audit Inquiries**

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

### **Termination or Withdrawal**

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for

withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

### **Certain Limitations**

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

### **Identification of Relationship**

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at [enews@icemiller.com](mailto:enews@icemiller.com).

Revised: July 2018

Village of Lemont, Cook DuPage and Will Counties

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019A  
Taxable General Obligation Bonds (Alternate Revenue Source), Series 2019B  
General Obligation Bonds (Alternate Revenue Source), Series 2019C

August 26, 2019 |

## RISK DISCLOSURES PURSUANT TO MSRB RULE G-17

### FIXED RATE BONDS (THAT ARE NOT “COMPLEX MUNICIPAL SECURITIES FINANCINGS”)

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

#### FINANCIAL CHARACTERISTICS

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

***Redemption.*** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the

bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

## SECURITY

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

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

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

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

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



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

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

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

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

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

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

- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;
- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
  - (i) outstanding alternate bonds payable from such enterprise revenues; and
  - (ii) the alternate bonds proposed to be issued.

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

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

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

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

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

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

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

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

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

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

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

amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

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

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

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

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

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

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

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

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

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

## **FINANCIAL RISK CONSIDERATIONS**

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

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

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

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

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

***Refinancing Risk.*** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

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

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

market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

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

Received and read by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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Title

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Date