

# Village of Lemont

## Mayor

John Egofske

## Village Clerk

Charlene Smollen

## Administrator

George J. Schafer



## Trustees

Janelle Kittridge

Ryan Kwasneski

Ken McClafferty

Dave Maher

Rick Sniegowski

Ronald Stapleton

## VILLAGE BOARD MEETING

December 09, 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. November 18, 2019 Village Board Meeting Minutes
2. November 18, 2019 Committee of the Whole Meeting Minutes

B. Approval of Disbursements

C. An Ordinance Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) of the Village of Lemont, Cook, DuPage and Will Counties, Illinois

D. An Ordinance Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$3,400,000 General Obligation Bonds, Series 2012C (Alternate Revenue Source) of the Village of Lemont, Cook, DuPage and Will Counties, Illinois

E. An Ordinance Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$955,000 General Obligation Refunding Bonds, Series 2014A (Alternate Revenue Source), and \$960,000 Taxable General Obligation Refunding Bonds, Series 2014B (Alternate Revenue Source) of the Village of Lemont, Cook, DuPage and Will Counties, Illinois

F. An Ordinance Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$5,580,000 General Obligation Bonds (Waterworks and

Sewerage Alternate Revenue Source), Series 2015A and \$2,690,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015B and \$1,180,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015C of the Village of Lemont, Cook, DuPage and Will Counties, Illinois

- G. An Ordinance Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$4,160,000 General Obligation Refunding Bonds Alternate Revenue Source), Series 2017A and \$1,940,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017B and \$890,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017C of the Village of Lemont, Cook, DuPage and Will Counties, Illinois
- H. An Ordinance Abating the Tax heretofore Levied for the year 2019 to pay Debt Service on \$5,250,000 General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2019A and \$3,600,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019B and \$5,200,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2019C of the Village of Lemont, Cook, DuPage and Will Counties, Illinois
- I. An Ordinance for the Levying and Assessing of Taxes for the Village of Lemont, Cook, Will and DuPage Counties, Illinois, for the current fiscal year commencing May 1, 2019, Adopted by The President and Board of Trustees of the Village of Lemont
- J. An Ordinance Establishing a Street Lighting Tax
- K. An Ordinance Establishing a Street And Bridge Tax
- L. An Ordinance Adopting changes to Personnel Policy Manual
- M. An Ordinance Amending The Village of Lemont Code of Ordinances, Chapter 5, Business Licensing and Registration, to Add a New Article 03 Massage Establishments
- N. An Ordinance Amending Title 10 of the Lemont Municipal Code
- O. A Resolution Authorizing Settlement Agreement and Release (RTA V. City of Kankakee)

#### IV. Mayor's Report

- A. Audience Participation

V. Clerk's Report

A. Ordinance

1. An Ordinance Creating a Temporary Moratorium on the Processing or Consideration of any Applications or Requests to Locate a Cannabis Business in the Village of Lemont

B. Resolution

1. A Resolution Providing for and Requiring the Submission of an Advisory Question of Public Policy Concerning the Dedication of Resources to Fund the Village of Lemont's Unfunded Police Pension Liability, to Appear on the Ballot of the Electors of the Village of the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois at the March 17, 2020 General Primary Election
2. A Resolution Providing for and Requiring the Submission of an Advisory Question of Public Policy Concerning the Allowance of Recreational Cannabis (Marijuana) Dispensary, to Appear on the Ballot of the Electors of the Village of the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois at the March 17, 2020 General Primary Election

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 120

1. Real Estate: Purchase or Lease 2(c)5
2. Personnel: Performance of Employee 2(c)1

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**November 18, 2019**  
**6:30 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, November 18, 2019 at 6:30 p.m., with Mayor John Egofske presiding.

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL:** Stapleton, Kittridge, Kwasneski, Maher, McClafferty, Sniegowski; present.
- III. CONSENT AGENDA**
  - A. Approval of Minutes
    - 1. October 21, 2019 Committee of the Whole Meeting Minutes
    - 2. October 28, 2019 Village Board Meeting Minutes
  - B. Approval of Disbursements
  - C. Ordinance O-83-19 Amending the Budget for Fiscal Year 19-20 for the Village of Lemont
  - D. Resolution R-94-19 Authorizing Acceptance of Improvements to Outlot 51 and Transfer of Outlot 51 to Estates of Montefiori Townhome Owners Association, Inc.
  - E. Resolution R-95-19 Authorizing the release of a Letter of Credit (RREF II-AREG Montefiori JV, LLC) and acceptance of a replacement Letter of Credit (Professional Development Group, LLC) for the Estates of Montefiori Subdivision
  - F. Resolution R-96-19 Accepting Public Improvements and Releasing the Letter of Credit for the Limestone of Lemont Subdivision
  - G. Resolution R-97-19 Approving Northview Park Plat of Consolidation (1115 McCarthy Road Lot Consolidation)
  - H. Resolution R-98-19 Authorizing the Purchase of an Administrative Police Vehicle
  - I. Resolution R-99-19 Authorizing Purchase of Rock Salt

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

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

#### IV. MAYOR'S REPORT

- A. Proclamation for SS. Cyril and Methodius School Blue Ribbon Visit  
Motion to open Proclamation made by Maher, seconded by Sniegowski at 6:37 p.m.  
VV 6 ayes. Motion passed.
  
- B. Public Hearing for the 2019 Proposed Property Tax Levy  
Motion to open Public Hearing made by Stapleton, seconded by Sniegowski at 6:41  
p.m. VV 6 ayes. Motion passed.

Public Comment: None

Motion to close Public Hearing made by Sniegowski, seconded by Maher, at 6:44 p.m.  
VV 6 ayes. Motion passed.

- C. Mayor's Mention
  - 1. I first want to mention that we have a Committee of the Whole Meeting following this Village Board Meeting, and that is when we will be discussing the Recreational Cannabis Unified Development Ordinance Text Amendments, just so you know it is not during this Village Board Meeting.
  
  - 2. This holiday season, we are "*Lighting Up Lemont*" in the downtown. Make sure you take a stroll through our historic downtown and enjoy the illuminated holiday decorations sponsored by the Village of Lemont and the Downtown Merchants Alliance. We had a lot of positive feedback from last year's display, and this year's is going to be even bigger, so you won't want to miss it!
  
  - 3. Hometown Holiday will be held on December 7, from 3 – 7 p.m. The tree lighting ceremony will take place at 5 p.m. along with many activities for the entire family including visits with Santa at Dig's on Canal.
  
  - 4. Tractor's for Toys will be picking up toys at several designated spots on December 7 with their final destination in downtown Lemont at Hometown Holiday. This is their second year collecting toys, and all the toys collected stay in Lemont and are delivered locally to children in need.

5. The Art & Culture Commission is hosting their annual Holiday Artists Bazaar at Lemont Center for the Arts from now until December 21. They are located next to Aldi's and are open Friday, Saturday and Sunday's from 10 am – 6 pm.
6. Lemont Park District's Breakfast with Santa takes place on December 7 from 9 am – 11 am. Their Frigid 5 K is on December 8 from 8 am – 10:30 am.
7. Hope and Friendship has a number of activates taking place as well this holiday season.  
Please visit our website's Community Calendar to find information on all this and more at, [lemont.il.us](http://lemont.il.us)

D. Audience Participation-

1. Victoria Cobbett read a prepared statement about Cannabis that she will read at the next meeting where they will be discussing that issue.
2. A Fox Hills resident asked the tax levy for her township home. Since this is a Village increase it does not pertain to her home.

**V. CLERK'S REPORT**

A. Ordinance

1. Ordinance O-84-19 Granting a Variation to §17.07.010 F. 2. Of the Lemont Unified Development Ordinance to allow an Attached Front Loaded Garage to be Accessed from the Street rather than Existing Alley located at 541 Ledochowski Street in Lemont, IL (Saint Cyril and Methodius Church Rectory Home)

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

2. Ordinance O-85-19 Granting a Special use for a Child Care Facility in the B-1 Zoning District at 15907 W 127<sup>th</sup> Street in Lemont, IL (Kiddie Academy)

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

3. Ordinance O O-86-19 Granting Certain Variations to §17.07.040 (Table 17-10-01) and §17.21.030 K of the Lemont Unified Development Ordinance to allow a Parking Lot to be Entirely in the Front Yard with less Parking Stalls than the UDO Requirement located at 15907 W 127<sup>th</sup> Street in Lemont, IL (Kiddie Academy)

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

4. Ordinance O-87-19 Amending Title 17 of the Lemont Municipal Code, the Lemont Unified Development Ordinance of 2008 (Downtown District)

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

5. Ordinance O-88-19 Amending the Zoning Map of the Village of Lemont for 15 Parcels Associated with Route 83 & Main Redevelopment Site in Lemont, IL (83 & Main Rezoning)

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

6. Ordinance O-89-19 Amending Title 17 of the Lemont Municipal Code, the Lemont Unified Development Ordinance of 2008 (Freight Transportation Terminal Use)

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

**VI. VILLAGE ATTORNEY REPORT- NONE**

**VII. VILLAGE ADMINISTRATOR REPORT-**

1. COW meeting to follow this Board meeting.
2. December 9<sup>th</sup>- Formal vote regular Board meeting on the Tax Levy.
3. December 16<sup>th</sup>-COW meeting will discuss Route 83 & Main

**VIII. BOARD REPORTS- NONE**

**IX. STAFF REPORTS-**

Public Works-

1. Route 83 & Main project should be done by mid-November according to IDOT.
2. December 3, 4, & 5 is the last lawn pickup for this year.

Police-

1. November is "No Shave Month" at the Police Dept. Proceeds go to families in need of which there are 3 this year.

**X. UNFINISHED BUSINESS- NONE**

**XI. NEW BUSINESS- NONE**

**XII. EXECUTIVE SESSION- NONE**

**XIII. ACTION ON CLOSED ITEM(S)**

**XIV. MOTION TO ADJOURN**

There being no further business, a motion was made by Maher, seconded by Kwasneski, to adjourn the meeting at 7:22 p.m. VV 6 ayes. Motion passed.



VILLAGE BOARD  
Committee of the Whole Meeting  
November 18, 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 7:30 p.m.

**II. Roll Call**

Present were Trustees, Kittridge, Kwasneski, Maher, McClafferty, Sniegowski and Stapleton. Also present were George Schafer, Jason Berry, Marc Maton and Village Attorney Mike Stillman.

**III. Discussion Items**

**A. Recreational Cannabis Unified Development Ordinance Text Amendments Discussion**

Community Development Director, Jason Berry presented, beginning January 1, 2020 adults over the age of 21 will be legally able to purchase cannabis for recreational use from licensed dispensaries across the State of Illinois. The following analysis and text amendments to the UDO are proposed. The considered amendments to the Lemont Unified Development Ordinance are to modify Chapter 17.02 (Definitions), Table 17-06-01 (Permitted and Special Uses in the Zoning Districts), Section 17.06.180 (Medical Cannabis Organizations) and the parking requirements as it relates to recreational or medical cannabis regulations.

The Village of Lemont held a Cannabis Public Workshop on October 8, 2019 to discuss with residents the public legislation approved by the State of Illinois regarding recreational cannabis.

- A dispensary shall not be located within 1,500 feet of the property line of a pre-existing dispensary or 500 feet of the property line of private or public school grounds, or within 100 feet of a child care center not in a residence, a public park, a library, or a games arcade establishment to which admission is not restricted to persons 21 years or older.
- Cannabis dispensary as a permitted use in the B-3, Arterial Commercial zoning district and a special use in the B-1, Office/Retail Transitional zoning district.
- Craft Grower as a special use in the B-3 zoning district and in the M-1, M-2 and M-3 Manufacturing districts as a special use.
- Cannabis infusers and transporting organizations as a special use in the M-1, M-2, and M-3 Manufacturing districts.
- Add and modify definitions as they relate to cannabis derived from the State cannabis legislation.
- Add parking requirements for cannabis industry businesses.

The board did not reach into an agreement, this item will be discussed in future meetings.

**B. Business Licensing Regulations- Massage Parlors and Business Licenses Discussion**

Community Development Director, Jason Berry presented, during the current year's budget development process, the Village made changes to the business license fee structure, to account for size of principal business establishment. The new business license renewals have gone out to the business community to reflect these changes. The board may also want to evaluate industry specific licenses due to issues in their industry.

Village Attorney, Mike Stillman stated, new license will regulate massage therapist. Every therapist working in those parlor will need to have a state issued license which needs to be displayed. The license will also regulate the hours of operation for the parlors, employee

background checks, and massage therapists' uniform regulation. The board is in agreement with the proposed item. Staff will prepare ordinance for approval.

**IV. Unfinished Business- None**

**V. New Business – None**

**VI. Audience Participation –**

Richard Will stated he has been a Lemont resident for 24 years. He mentioned a dispensary which might people think is harmless, will only reinforce acceptance of the drug to our youth, children. This decision is a very big and serious decision and should not be determined by Board but rather by the residents in the community.

Nick Rhode, Lemont resident mentioned a cannabis store or dispensary is not compatible with the wholesome family values, characteristics of Lemont. He believes allowing Cannabis dispensary will damage the reputation of Village and property values.

Al Rhode, Lemont resident mentioned it feels like to him the Board already made up their mind about Cannabis retail establishment and discussing zoning for it. He asks the board to make the conscious decision for Lemont communities.

Terry Lemont, has been a Lemont resident for 26 years. He mentioned special interest groups, wealthy investors and high price lobbyist most of which were not from Illinois were employed to push for legalization of marijuana issue. Groups like the Illinois association chiefs of police, Illinois Sheriffs Association, Illinois Municipal League and other community based groups voiced were not heard. He believes this is about tax revenues and not about the community well-being.

Robert Val, new Lemont resident stated state legalizing did not change the pharmacology of marijuana, it is still addictive. The dispensaries operating people probably will not be residents of Village of Lemont, he only has one objective, cannabis is driven by greed, it is about making profit and the only way to increase that profit is to increase the habitual use by more people including our young people.

Judy Techmant, Lemont resident read an article to the board that researched correlation between Cannabis and mental illnesses such as schizophrenia.

Jeanette Debarus, Township resident mentioned she will be attending every Cook county meeting to make sure Cannabis does not get approved in unincorporated Lemont. She asks the Board to pass an ordinance opting out of no dispensary or growing of Cannabis. She also asked Village Attorney why the opting out was not looked at as an option.

Brian Brenard, Lemont resident stated he was curious to find out how cannabis dispensary operates in different states, so he visited one in Toronto. He noticed dispensaries are in the dark corner of the town, scariest section of town, steady stream of tinted windows, dark characters coming in and out of these locations. He does not want an environment like this in any part of Lemont.

Stephanie Kolvesek, Lemont resident state this decision should not be made by Village board, it should be in ballot, so the community's voice can be heard. She does not want marijuana in the town and asks the board rethink the decision they are making for the community.

Kathy Henrikson, Lemont resident voiced her opinion on cannabis to the board. She does not think it is a good idea to allow a cannabis establishment in Lemont. She states it is a gateway

drug and young generation should not have the availability here in town.

Nick Hewitt, new Lemont resident stated he moved to Lemont because he wants to raise his young family. Mr. Hewitt mentioned cannabis brings in risks that is harmful for the community. He also thinks number of impaired drivers will increase and it will be very difficult for law enforcement to regulate it.

Michelle Bernard, Lemont resident state that the reason why she chose to move to Lemont is because she wanted the small united community which she thinks she has gotten. She is very concerned with the consideration of putting dispensary in town. She thinks adding this type of business is not good for the community.

John Ratkovich, Lemont resident mentioned he is ashamed of the state legislators that approved the legalization of marijuana.

Vicki Cobbett, Lemont resident stated just because something is legal, we do not need to enable it, enhance it or encourage it especially it is something not well understood or even well studied. She suggests Village official to find more creative and attractive types of business that do not enable marijuana use.

Marge Geristikas, new Lemont resident stated she does not want to live in Lemont permanently if cannabis gets approved. She also suggests the board to add more frequent train schedule during the day to Chicago because Lemont is losing new potential residents.

Richard Lighthart, Lemont resident mentioned he resents the mindset of more revenue increase. Businesses always want more revenue, he believes in minimizing, decreasing government, decreasing employee, decreasing police, decreasing pension.

Dan Mitchell, Lemont resident suggested Village board to opt out on recreational cannabis but he supports medical marijuana. Mr. Mitchell is a veteran and believes in medical aspect of marijuana as certain war injured veterans' needs medical marijuana. He would not be very upset if Lemont has a Cannabis dispensary for medical only.

Kathy Wanta, new Lemont resident asked a question to Village Attorney if Board decides to opt out, how do we opt out?

Village Attorney, Mike Stillman answered there are four options. First one is to opt out, second one is you do not opt out and put zoning regulations, third one is regulate zero licenses in town and fourthly put a moratorium for six months and put an advisory referendum in March of next year.

David Pazzomi, Lemont resident who attended middle school, high school in Lemont spoke about harmful effect of drugs in youth.

Village Administrator, George Schafer thanked everyone for their comments. He also mentioned the state legislation was done in Springfield in matter of a week with other legislations at that time as well. Mr. Schafer mentioned the board does have the option.

Steve Rosendahl, Lemont resident stated if Lemont opts in then people have little leverage in convincing Cook County that the community is against it.

**VII.** The Committee of the Whole Meeting adjourned at 9:35 p.m.

# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
20303	11/26/2019	Reconciled		12/03/2019	Accounts Payable	Create Cut Invent / Closed Circuit Innovations Inc	\$4,135.00	\$4,135.00	\$0.00
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	Stormrepair		10/07/2019			repair 2 servers		\$4,135.00	
20304	12/09/2019	Open			Accounts Payable	ADS LLC	\$1,580.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	35342-1019		10/31/2019			cso flow monitoring		\$1,580.00	
20305	12/09/2019	Open			Accounts Payable	Artistic Engraving	\$168.07		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	14726		12/02/2019			Sergeant Stars		\$168.07	
20306	12/09/2019	Open			Accounts Payable	Automatic Control Services	\$2,159.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	4501		11/19/2019			well 5 flow meter		\$399.00	
	4504		11/19/2019			alarm dialer		\$1,760.00	
20307	12/09/2019	Open			Accounts Payable	Avalon Petroleum Company	\$4,194.40		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	566112		11/14/2019			1693 gallons regular		\$4,194.40	
20308	12/09/2019	Open			Accounts Payable	Azavar Audit Solutions	\$5.76		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	148721		12/01/2019			Dec 2019 utility audit contingency pmt		\$5.76	
20309	12/09/2019	Open			Accounts Payable	Burns Plumbing	\$1,840.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	13678		11/27/2019			Vh elevator pit drain		\$1,840.00	
20310	12/09/2019	Open			Accounts Payable	Cargill, Inc.	\$13,665.42		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	2905094327		11/19/2019			19GM road salt		\$4,709.27	
	2905090830		11/18/2019			19GM road salt		\$8,956.15	
20311	12/09/2019	Open			Accounts Payable	ComEd	\$807.38		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	19-11-8014		11/21/2019			3909078014 - street lights - illinois, e of stephen		\$28.69	
	19-11-0007		11/21/2019			1173160007 - street lights - talcott, e of stephen		\$198.35	
	19-11-4052		11/21/2019			2163104052 - street lights - stephen st 1 S river		\$66.82	
	19-11-9011		11/27/2019			6534089011 - street lights - 411 Singer Ave Rear		\$366.40	
	19-11-8029		11/25/2019			0615008029 - EDBOSSERT DR METR 0 E STATE ST		\$30.33	
	19-12-2063		12/02/2019			1443022063 - street lights - KA Steel path		\$29.01	
	19-12-3015		12/02/2019			0432203015 - street lights - 44 Stephen St		\$87.78	
20312	12/09/2019	Open			Accounts Payable	Courtney's Safety Lane Inc	\$202.50		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	3012909		11/20/2019			safety lane		\$202.50	
20313	12/09/2019	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,025.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>		<u>Amount</u>	
	26417		11/12/2019			Dec 2019 office cleaning		\$3,025.00	

# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20314	12/09/2019	Open			Accounts Payable	Dorner Company	\$6,888.00		
	Invoice		Date	Description		Amount			
	150378-IN		11/13/2019	Well 4 val vault inspection		\$6,888.00			
20315	12/09/2019	Open			Accounts Payable	Gasvoda & Associates, Inc.	\$437.91		
	Invoice		Date	Description		Amount			
	INV1902358		11/25/2019	well 5 ejector		\$437.91			
20316	12/09/2019	Open			Accounts Payable	GovQA LLC	\$3,315.00		
	Invoice		Date	Description		Amount			
	309B-191101		11/26/2019	11/1/19-10/31/20 service contract		\$3,315.00			
20317	12/09/2019	Open			Accounts Payable	GT Mechanical, Inc.	\$1,737.01		
	Invoice		Date	Description		Amount			
	1900015071		11/27/2019	well 4 furnace repair		\$630.01			
	1900015070		11/27/2019	well 3 furnace repair		\$1,107.00			
20318	12/09/2019	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,870.34		
	Invoice		Date	Description		Amount			
	2018985		11/25/2019	I.T. Support		\$1,870.34			
20319	12/09/2019	Open			Accounts Payable	Infinisource Benefit Services	\$27.45		
	Invoice		Date	Description		Amount			
	90913221		11/15/2019	Cobra Admin fees		\$27.45			
20320	12/09/2019	Open			Accounts Payable	IRMA	\$3,285.42		
	Invoice		Date	Description		Amount			
	CREDIT0002577		09/30/2019	Sep 2019 deductible		(\$381.90)			
	SALES0017893		10/31/2019	Oct 2019 deductible		\$3,199.25			
	SALES0017930		10/31/2019	Oct 2019 claims closed		\$398.07			
	IVC0011476		10/31/2019	EST P1 - Jungles		\$35.00			
	IVC0011489		10/31/2019	EST P2 - Jungles		\$35.00			
20321	12/09/2019	Open			Accounts Payable	K-Five Construction Corporation	\$28,274.40		
	Invoice		Date	Description		Amount			
	18373-1		11/19/2019	Stephen Street Resurfacing (DCEO grant)		\$28,274.40			
20322	12/09/2019	Open			Accounts Payable	Lemont Fire Protection District	\$2,100.00		
	Invoice		Date	Description		Amount			
	19-11-30 FPD		11/30/2019	Aug-Nov impact fees		\$2,100.00			
20323	12/09/2019	Open			Accounts Payable	Lemont Hardware LLC	\$6,428.57		
	Invoice		Date	Description		Amount			
	19-11-25 LH		11/25/2019	2019 Rebate		\$6,428.57			
20324	12/09/2019	Open			Accounts Payable	Lemont High School Dist 210	\$13,984.00		
	Invoice		Date	Description		Amount			
	19-11-30 D210		11/30/2019	Aug-Nov impact fees		\$13,984.00			
20325	12/09/2019	Open			Accounts Payable	Lemont Park District	\$61,020.00		
	Invoice		Date	Description		Amount			
	19-11-30 PkD		11/30/2019	Aug-Nov impact fees		\$61,020.00			
20326	12/09/2019	Open			Accounts Payable	Lemont Park District	\$3,231.72		
	Invoice		Date	Description		Amount			
	1112019		11/01/2019	2019 Sunset Soiree costs		\$3,231.72			

# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20327	12/09/2019	Open			Accounts Payable	Lemont Public Library District	\$2,717.44		
	Invoice		Date	Description		Amount			
	19-11-30 LIB		11/30/2019	Aug-Nov impact fees		\$2,717.44			
20328	12/09/2019	Open			Accounts Payable	Lemont-Bromberek Combined School District 113A	\$29,638.16		
	Invoice		Date	Description		Amount			
	19-11-30 113A		11/30/2019	Aug-Nov impact fees		\$29,638.16			
20329	12/09/2019	Open			Accounts Payable	Mailhlot, Tom	\$2,100.00		
	Invoice		Date	Description		Amount			
	2		11/19/2019	21 health inspections		\$2,100.00			
20330	12/09/2019	Open			Accounts Payable	Martino Concrete Company	\$17,635.20		
	Invoice		Date	Description		Amount			
	1965		11/26/2019	hazardous sidewalk repairs		\$17,635.20			
20331	12/09/2019	Open			Accounts Payable	Menards	\$906.83		
	Invoice		Date	Description		Amount			
	60272		11/22/2019	maintenance supplies		\$119.94			
	60282		11/22/2019	well 5 / well 2 supplies		\$208.95			
	60556		11/27/2019	VH building supplies		\$577.94			
20332	12/09/2019	Open			Accounts Payable	Metropolitan Fire Protection, Inc.	\$936.00		
	Invoice		Date	Description		Amount			
	44242		11/19/2019	PD sprinkler inspection		\$287.00			
	44240		11/19/2019	VH sprinkler inspection		\$387.00			
	44241		11/19/2019	PW sprinkler inspection		\$262.00			
20333	12/09/2019	Open			Accounts Payable	Metropolitan Industries Inc	\$45.00		
	Invoice		Date	Description		Amount			
	INV011592		11/15/2019	data connection fee		\$45.00			
20334	12/09/2019	Open			Accounts Payable	Novotny Engineering	\$59,967.05		
	Invoice		Date	Description		Amount			
	02115-90		11/25/2019	NPDES cso flow monitoring		\$231.00			
	17416-14		11/25/2019	Ruffled Feathers drainage		\$415.00			
	17420-6		11/25/2019	Smith Road water main extension		\$470.00			
	18018-6		11/25/2019	Emily Lane water main extension		\$18,633.75			
	18089-7		11/25/2019	Lake Shamrock/Kettering PUD		\$385.00			
	18260-5		11/25/2019	MS4 storm water permit		\$166.00			
	18325-5		11/25/2019	2019 water main replacement		\$360.00			
	18373-4		11/25/2019	Stephen St resurfacing		\$6,319.70			
	18414-5		11/25/2019	Meadowlark subdivision completion		\$4,109.18			
	18465-3		11/25/2019	5th Street water main extension		\$1,323.25			
	19002-3		11/25/2019	2019 MFT resurfacing		\$17,134.00			
	19188-2		11/25/2019	Rolling Meadows 3A		\$100.50			
	19210-2		11/25/2019	Fremont alley sanitary sewer		\$4,391.67			
	18025-14		11/25/2019	Willow Pointe duplexes		\$154.00			
	17185-19		11/25/2019	Derby Pines		\$231.00			
	15109-22		11/25/2019	The Estates of Montefiore		\$581.00			
	15135-27		11/25/2019	Seven Oaks Townhomes		\$160.00			
	12387-41		11/25/2019	Kettering Phase 2		\$847.00			
	18426-5		11/25/2019	112 Main St		\$77.00			

# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	12116-16		10/21/2019		Briarcliffe Townhouses		\$231.00		
	13237-27		10/21/2019		Birch Path PUD		\$154.00		
	18135-10		10/21/2019		The Forge		\$1,502.00		
	19327-1		10/22/2019		Walker Rd RR Crossing		\$1,659.00		
	19349-1		10/21/2019		Stephen St Ped Bridge		\$332.00		
20335	12/09/2019	Open			Accounts Payable	Office Depot		\$126.16	
	Invoice		Date		Description		Amount		
	400205265001		11/14/2019		coffee supplies		\$14.78		
	40016897001		11/13/2019		coffee, msg book, pens, pads, corr fluid		\$106.85		
	400205267001		11/13/2019		coffee supplies		\$4.53		
20336	12/09/2019	Open			Accounts Payable	Pinner Electric Co		\$455.90	
	Invoice		Date		Description		Amount		
	8003		11/12/2019		19GM traffic signal maintenance		\$455.90		
20337	12/09/2019	Open			Accounts Payable	Poellot, Joshua, J		\$500.00	
	Invoice		Date		Description		Amount		
	120219		12/02/2019		Nov 2019 TV/AV Support		\$500.00		
20338	12/09/2019	Open			Accounts Payable	Quench USA Inc		\$164.60	
	Invoice		Date		Description		Amount		
	INV02173225		12/01/2019		D068988 - water cooler rental agreement		\$164.60		
20339	12/09/2019	Open			Accounts Payable	Quinlan Security Systems		\$238.20	
	Invoice		Date		Description		Amount		
	14759		10/14/2019		PD key fobs		\$238.20		
20340	12/09/2019	Open			Accounts Payable	Rainbow Printing		\$195.95	
	Invoice		Date		Description		Amount		
	413974		11/21/2019		#10 utility bill window envelopes		\$195.95		
20341	12/09/2019	Open			Accounts Payable	Riccio Construction Corp.		\$14,007.64	
	Invoice		Date		Description		Amount		
	3297		10/31/2019		712 Chestnut sewer repair		\$14,007.64		
20342	12/09/2019	Open			Accounts Payable	Servpro of Wheaton/Glen Ellyn/Lisle		\$1,213.36	
	Invoice		Date		Description		Amount		
	415310527		11/29/2019		VH water restoration		\$1,213.36		
20343	12/09/2019	Open			Accounts Payable	Shred-It USA, LLC		\$107.00	
	Invoice		Date		Description		Amount		
	8128593864		11/22/2019		11/18/19 shredding 13316714		\$42.80		
	8128595349		11/22/2019		10/24/19 shredding 13335609		\$64.20		
20344	12/09/2019	Open			Accounts Payable	Southwest Central Dispatch		\$23,330.07	
	Invoice		Date		Description		Amount		
	19-11-21 SCD		11/21/2019		Dec 2019 assessment		\$23,330.07		
20345	12/09/2019	Open			Accounts Payable	Southwest Digital Printing, Inc.		\$112.30	
	Invoice		Date		Description		Amount		
	10-06ma19		10/01/2019		Plotter Maintenance and Usage-missed invoice		\$50.00		
	11-22139mr		11/22/2019		Plotter Maintenance and Usage		\$62.30		
20346	12/09/2019	Open			Accounts Payable	Suburban Family Magazine		\$925.00	
	Invoice		Date		Description		Amount		
	9088		11/01/2019		11/1 Hometown Holiday Ad		\$925.00		

# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20347	12/09/2019	Open			Accounts Payable	Treasurer, State of Illinois	\$72,500.00		
	Invoice		Date	Description		Amount			
	19-12-03 IL		12/03/2019	Unclaimed Clean Up Deposits		\$72,500.00			
20348	12/09/2019	Open			Accounts Payable	Village of Orland Park	\$100.00		
	Invoice		Date	Description		Amount			
	34645523		11/19/2019	246948 - Oct 2019 prisoner housing		\$100.00			
20349	12/09/2019	Open			Accounts Payable	WCS Photography	\$100.00		
	Invoice		Date	Description		Amount			
	VILOFLMT19		11/22/2019	Board Photos		\$100.00			
20350	12/09/2019	Open			Accounts Payable	WEX Fleet Universal	\$189.75		
	Invoice		Date	Description		Amount			
	62618419		11/30/2019	retail fuel November 2019		\$189.75			
20351	12/09/2019	Open			Accounts Payable	Willowbrook Ford Inc.	\$95,267.30		
	Invoice		Date	Description		Amount			
	139739		11/27/2019	2019 Ford F550 with certain specifications and equipment		\$71,273.00			
	139733		11/25/2019	2020 Ford Fusion		\$23,994.30			
20352	12/09/2019	Open			Accounts Payable	Lenca Forest Products	\$832.60		
	Invoice		Date	Description		Amount			
	19-12-05 LFP		12/05/2019	Dec 2019 evergreen delivery		\$832.60			
20353	12/09/2019	Open			Accounts Payable	Dynegy Energy Services LLC	\$31,609.64		
	Invoice		Date	Description		Amount			
	9085319111		12/03/2019	GMCVLG1001		\$22,402.41			
	153917619111		11/27/2019	GMCVLG1004		\$9,207.23			
Type Check Totals:					51 Transactions		\$520,303.50	\$4,135.00	\$0.00
<u>EFT</u>									
563	11/29/2019	Reconciled		11/29/2019	Accounts Payable	Illinois Municipal Retirement Fund	\$38,578.00	\$38,578.00	\$0.00
	Invoice		Date	Description		Amount			
	01045		11/20/2019	Nov 2019 Contributions		\$38,578.00			
564	11/27/2019	Reconciled		11/27/2019	Accounts Payable	Purchase Power	\$34.13	\$34.13	\$0.00
	Invoice		Date	Description		Amount			
	19-11-20 PP		11/26/2019	finance charge (late fee waived)		\$34.13			
565	12/05/2019	Open			Accounts Payable	ComEd	\$34.98		
	Invoice		Date	Description		Amount			
	19-11-2285		12/05/2019	1389012285 - 0 W State St, 1N Canal*Festival Lemont		\$34.98			
566	12/09/2019	Open			Accounts Payable	CareerBuilder Employment Screening, LLC	\$72.70		
	Invoice		Date	Description		Amount			
	AUR1154772		11/30/2019	background screening		\$72.70			
567	12/09/2019	Open			Accounts Payable	CivicPlus	\$3,287.11		
	Invoice		Date	Description		Amount			
	191770		11/01/2019	Quarterly Fee - Nov 19-Jan 20		\$3,287.11			
568	12/09/2019	Open			Accounts Payable	Neopost #6083457	\$2,000.00		
	Invoice		Date	Description		Amount			
	2020-00000914		12/02/2019	via ACH - POC # 6083457		\$2,000.00			



# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
569	12/09/2019	Open			Accounts Payable	PCM/TigerDirect Business	\$1,675.86		
	Invoice		Date	Description		Amount			
	B12997800101		11/25/2019	computer license		\$528.00			
	B12989230101		11/25/2019	computer license		\$1,147.86			
570	12/09/2019	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	0000507		11/30/2019	Nov 2019 services		\$3,336.67			
Type EFT Totals:						8 Transactions	\$49,019.45	\$38,612.13	\$0.00
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	50	\$516,168.50	\$0.00
	Reconciled	1	\$4,135.00	\$4,135.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>51</b>	<b>\$520,303.50</b>	<b>\$4,135.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	\$10,407.32	\$0.00
	Reconciled	2	\$38,612.13	\$38,612.13
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>8</b>	<b>\$49,019.45</b>	<b>\$38,612.13</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	56	\$526,575.82	\$0.00
	Reconciled	3	\$42,747.13	\$42,747.13
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>59</b>	<b>\$569,322.95</b>	<b>\$42,747.13</b>

FM-Receipts - Village Receipts

EFT

117	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$246,993.75		
	Invoice		Date	Description		Amount			
	19-11-01 4427		11/01/2019	Series 2010A BI #4427		\$246,993.75			
118	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$402,152.50		
	Invoice		Date	Description		Amount			
	19-11-01 4984		11/01/2019	Series 2012C BI #4984		\$402,152.50			
119	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$98,775.00		
	Invoice		Date	Description		Amount			
	19-11-01 5517		11/01/2019	Series 2014A BI # 5517		\$98,775.00			
120	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$53,050.00		
	Invoice		Date	Description		Amount			
	19-11-01 5518		11/01/2019	Series 2014B BI #5518		\$53,050.00			
121	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$407,600.00		
	Invoice		Date	Description		Amount			
	19-11-01 5847		11/01/2019	Series 2015A BI #5847		\$407,600.00			

# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
122	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$27,605.00		
	Invoice		Date	Description		Amount			
	19-11-01 5849		11/01/2019	Series 2015C BI #5849		\$27,605.00			
123	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$410,700.00		
	Invoice		Date	Description		Amount			
	19-11-01 6654		11/01/2019	Series 2017A BI #6654		\$410,700.00			
124	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$177,762.50		
	Invoice		Date	Description		Amount			
	19-11-01 6655		11/01/2019	Series 2017B BI #6655		\$177,762.50			
125	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$133,020.00		
	Invoice		Date	Description		Amount			
	19-11-01 6656		11/01/2019	Series 2017C BI #6656		\$133,020.00			
126	11/26/2019	Open			Accounts Payable	Amalgamated Bank of Chicago	\$62,405.00		
	Invoice		Date	Description		Amount			
	19-11-01 5848		11/01/2019	Series 2015B BI #5848		\$62,405.00			
Type EFT Totals:						10 Transactions	\$2,020,063.75		
FM-Receipts - Village Receipts Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$2,020,063.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>10</b>	<b>\$2,020,063.75</b>	<b>\$0.00</b>
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$2,020,063.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 11/26/2019 - To Payment Date: 12/9/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
<b>Grand Totals:</b>					Total		10	\$2,020,063.75	\$0.00
<b>Checks</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	50		\$516,168.50	\$0.00	
				Reconciled	1		\$4,135.00	\$4,135.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				<b>Total</b>	<b>51</b>		<b>\$520,303.50</b>	<b>\$4,135.00</b>	
<b>EFTs</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	16		\$2,030,471.07	\$0.00	
				Reconciled	2		\$38,612.13	\$38,612.13	
				Voided	0		\$0.00	\$0.00	
				<b>Total</b>	<b>18</b>		<b>\$2,069,083.20</b>	<b>\$38,612.13</b>	
<b>All</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	66		\$2,546,639.57	\$0.00	
				Reconciled	3		\$42,747.13	\$42,747.13	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				<b>Total</b>	<b>69</b>		<b>\$2,589,386.70</b>	<b>\$42,747.13</b>	

TO: Village Board  
FROM: Chris Smith, Finance Director  
THROUGH: George Schafer, Village Administrator  
SUBJECT: 2019 Finance Ordinances

DATE: December 9, 2019

#### SUMMARY/ BACKGROUND

On October 14, 2019, the Village Board approved a proposed 2019 Property Tax Levy of \$3,629,464, which is 4% greater than the previous year. The truth and taxation public hearing was held on November 18, 2019.

The final step to the tax levy process is for the Board to pass the attached ordinances.

1. Ordinances Abating Taxes- Each year the Board abates debt service tax levies. For 2019 tax levy year there are six (6) tax levy abatement ordinances. These ordinances abate taxes related to various alternative revenue bonds the Village has. The Village has enough funds through other dedicated alternative revenues to pay for all debt schedules. For the 2019 Property Tax Levy the total debt service levy for the Village is \$0.
2. 2019 Ordinance for Levying and Assessing of Taxes- On October 14, 2019 staff provided to the Board the 2019 Tax Levy Estimate for their consideration. The total levy was formulated by the requirements of PTELL and an estimated growth component. Passage of tonight's Ordinance is the final step to the process.
3. Ordinance establishing a Street and Bridge Tax; Ordinance Establishing a Street Lighting Tax- A Street and Bridge Tax and a Street Lighting Tax is included in the Village's overall 2019 Property Tax Levy. As part of this process, the Board must pass these two tax ordinances separately.

#### STAFF RECOMMENDATION

Pass the attached ordinances.

**VILLAGE OF LEMONT**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL  
OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE),  
AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE), AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-01-12 adopted on the 9th day of January, 2012 (the "Ordinance"), did provide for the issue of \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2019 in Ordinance Number O-01-12 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for

the year 2019 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**AYES**      **NAYS**      **PASSED**      **ABSENT**

Janelle Kittridge  
Ryan Kwasneski  
Dave Maher  
Ken McClafferty  
Ron Stapleton  
Rick Sniegowski

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**JOHN EGOFSKE, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$3,400,000  
GENERAL OBLIGATION BONDS, SERIES 2012C  
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**



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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$3,400,000 GENERAL OBLIGATION BONDS, SERIES 2012C (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-58-12 adopted on the 27<sup>th</sup> day of August, 2012 (the "Ordinance"), did provide for the issue of \$3,400,000 General Obligation Waterworks & Sewerage Refunding Bonds, Series 2012C (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2019 in Ordinance Number O-58-12 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2019 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**AYES**      **NAYS**      **PASSED**      **ABSENT**

Janelle Kittridge  
Ryan Kwasneski  
Dave Maher  
Ken McClafferty  
Ron Stapleton  
Rick Sniegowski

---

**JOHN EGOFSKE, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$955,000 GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2014A  
(ALTERNATE REVENUE SOURCE),  
AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES  
2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$955,000 GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2014A  
(ALTERNATE REVENUE SOURCE),  
AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES  
2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-41-14 adopted on the 28th day of July, 2014 (the "Ordinance"), did provide for the issue of \$955,000 General Obligation Bonds, Series 2014A (Alternate Revenue Source), and \$960,000 General Obligation Bonds, Series 2014B (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2019 in Ordinance Number O-41-14 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for

the year 2019 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 9th day of December, 2019.**

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Janelle Kittridge				
Ryan Kwasneski				
Dave Maher				
Ken McClafferty				
Ron Stapleton				
Rick Sniegowski				

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**JOHN EGOFSKE, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$5,580,000 GENERAL  
OBLIGATION BONDS (WATERWORKS AND SEWERAGE  
ALTERNATE REVENUE SOURCE), SERIES 2015A  
AND  
\$2,690,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE  
REVENUE SOURCE), SERIES 2015B  
AND  
\$1,180,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE  
REVENUE SOURCE), SERIES 2015C OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$5,580,000 GENERAL  
OBLIGATION BONDS (WATERWORKS AND SEWERAGE  
ALTERNATE REVENUE SOURCE), SERIES 2015A  
AND  
\$2,690,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE  
REVENUE SOURCE), SERIES 2015B  
AND  
\$1,180,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE  
REVENUE SOURCE), SERIES 2015C OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-17-15 adopted the 22nd day of June, 2015 (the "Ordinance"), did provide for the issue of \$5,580,000 General Obligation Bonds, Series 2015A (Waterworks and Sewerage Alternate Revenue Source), \$2,690,000 General Obligation Refunding Bonds, Series 2015B (Alternate Revenue Source) and \$1,180,000 General Obligation Refunding Bonds (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2019 in

Ordinance Number O-17-15 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2019 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 9th day of December, 2019.**

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Janelle Kittridge				
Ryan Kwasneski				
Dave Maher				
Ken McClafferty				
Ron Stapleton				
Rick Sniegowski				

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**JOHN EGOFSKE, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**



**VILLAGE OF LEMONT**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2018 TO PAY DEBT SERVICE ON \$4,160,000 GENERAL  
OBLIGATION REFUNDING BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2017A  
AND  
\$1,940,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE  
SOURCE), SERIES 2017B  
AND  
\$890,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE  
SOURCE), SERIES 2017C OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$4,160,000 GENERAL  
OBLIGATION REFUNDING BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2017A  
AND  
\$1,940,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE  
SOURCE), SERIES 2017B  
AND  
\$890,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE  
SOURCE), SERIES 2017C OF THE VILLAGE OF LEMONT,  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-61-17 adopted the 23rd day of October, 2017 (the "Ordinance"), did provide for the issue of \$4,160,000 General Obligation Refunding Bonds, Series 2017A (Alternate Revenue Source), \$1,940,000 General Obligation Refunding Bonds, Series 2017B (Alternate Revenue Source) and \$890,000 General Obligation Refunding Bonds, Series 2017C (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2019 in

Ordinance Number O-61-17 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2019 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 9th day of December, 2019.**

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Janelle Kittridge				
Ryan Kwasneski				
Dave Maher				
Ken McClafferty				
Ron Stapleton				
Rick Sniegowski				

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

Attest:

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

**VILLAGE OF LEMONT**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$5,250,000 GENERAL  
OBLIGATION REFUNDING BONDS  
(WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES  
2019A  
AND  
\$3,600,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE  
REVENUE SOURCE), SERIES 2019B  
AND  
\$5,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE  
ALTERNATE REVENUE SOURCE), SERIES 2019C  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**

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

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2019 TO PAY DEBT SERVICE ON \$5,250,000 GENERAL  
OBLIGATION REFUNDING BONDS(WATERWORKS AND SEWERAGE  
ALTERNATE REVENUE SOURCE), SERIES 2019A**

**AND**

**\$3,600,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE  
REVENUE SOURCE), SERIES 2019B**

**AND**

**\$5,200,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE  
ALTERNATE REVENUE SOURCE), SERIES 2019C  
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-80-19 adopted the 28th day of October, 2019 (the "Ordinance"), did provide for the issue of \$5,250,000

General Obligation Refunding Bonds, Series 2019A (Waterworks and Sewerage Alternate Revenue Source),

\$3,600,000 Taxable General Obligation Refunding Bonds, Series 2019B (Alternate Revenue Source) and

\$5,200,000 General Obligation Refunding Bonds, Series 2019C (Waterworks and Sewerage Alternate Revenue Source) (the "Bonds") and

the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

**WHEREAS**, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

**WHEREAS**, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2019 to pay such debt service on the Bonds be abated;

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

**Section 1. Abatement of Tax.** The tax heretofore levied for the year 2019 in

Ordinance Number O-80-19 is hereby abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2019 in accordance with the provisions hereof.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect forthwith upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 9th day of December, 2019.**

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Janelle Kittridge				
Ryan Kwasneski				
Dave Maher				
Ken McClafferty				
Ron Stapleton				
Rick Sniegowski				

---

**JOHN EGOFSKE, Village President**

Attest:

---

**CHARLENE SMOLLEN, Village Clerk**

**VILLAGE OF LEMONT**

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

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES  
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR  
THE CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2019, AND ENDING ON APRIL 30,  
2020**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**

**ORDINANCE**

**2019 TAX LEVY**

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES  
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR  
THE CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2019, AND ENDING ON APRIL 30,  
2020**

**WHEREAS**, the Village Board of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, did on the 15<sup>th</sup> Day of April, 2019, pass the Ordinance adopting the FY2019-2020 Budget and Capital Improvement Plan for the fiscal year of said Village beginning on the 1<sup>st</sup> day of May, 2019 and ending on the 30<sup>th</sup> day of April, 2020, being Ordinance No. O-12-19, as amended from time to time.

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

**Section 1.** That the sum of Three Million, Six Hundred Twenty-Nine Thousand, Four Hundred Sixty-Four (\$3,629,464) Dollars, or so much thereof as may be authorized by law, is hereby assessed and levied for the General Corporate Fund, Street & Bridge Fund, Unemployment Insurance Fund, Police Protection Fund, Crossing Guard Fund, Liability Insurance Fund, Workers' Compensation Fund, Audit Fund, Social Security Fund, Police Pension Fund, Garbage Fund, Civil Defense Fund, Street Lighting Fund, Illinois Municipal Retirement Fund, Working Cash Fund, Bonds and Interest Fund and such other purposes as are hereinafter specifically described for the Fiscal Year of the Village of Lemont, Illinois, beginning May 1, 2019 and ending April 30, 2020.

**Section 2.** That the sum of Three Million, Six Hundred Twenty-Nine Thousand, Four Hundred Sixty-Four (\$3,629,464) Dollars, being the total budgeted amounts heretofore legally made that are to be collected from the tax levy of the Village of Lemont for certain corporate expenses of said Village as budgeted for the fiscal year beginning May 1, 2019 and ending April 30, 2020 as passed by the Mayor and Board of Trustees of said Village at the legally convened meeting of April 15, 2019, as amended, be and the same is hereby assessed and levied for the following purposes upon all taxable property of every name, nature, and description within the corporate limits of the Village of Lemont, Cook, Will and DuPage Counties, Illinois:



Tax Levy Year	2019
Corporate	1,480,000
Garbage	0
Police Pension	925,000
IMRF	437,766
Street and Bridge	105,000
Police Protection	195,000
Civil Defense	4,013
Social Security	290,000
Auditing	24,000
Liability Insurance	60,000
Street Lighting	62,000
Crossing Guards	8,000
Working Cash	0
Workers Comp	38,685
	3,629,464

**Section 3.** That the amount levied for each object and purpose appears in "EXHIBIT A" in the column below after the words "AMOUNT TO BE LEVIED."

**Section 4.** That the sum of Three Million, Six Hundred Twenty-Nine Thousand, Four Hundred Sixty-Four (\$3,629,464) Dollars, is hereby levied and assessed on all property subject to taxation within the Village of Lemont according to the value of said property as the same is assessed and equalized for State and County purposes.

**Section 5.** That the Village Clerk of said Village is hereby authorized and directed to certify this Levy and Ordinance and file with the County Clerks of Cook County, DuPage County, and Will County, Illinois as provided by law. Said County Clerks are hereby authorized and directed to extend said taxes that the same may be collected in the manner other general taxes are collected, in manner and form provided by law, and this shall be sufficient authority to do so.

**Section 6.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 9th day of December, 2019.**

**AYES**

**NAYS**

**PASSED**

**ABSENT**

Janelle Kittridge  
Ryan Kwasneski  
Dave Maher  
Ken McClafferty  
Rick Sniegowski  
Ron Stapleton

---

**JOHN EGOFSKE, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**

**EXHIBIT A****VILLAGE OF LEMONT- 2019 PROPERTY TAX LEVY**

<b><u>DESCRIPTION</u></b> <b><u>TYPE</u></b>	<b><u>BUDGETED</u></b> <b><u>MAY 1, 2019-APRIL 30, 2020</u></b>	<b><u>AMOUNT TO BE</u></b> <b><u>LEVIED</u></b>	
<b>Section 1- Mayor and Village Board</b>			
Personnel Services	\$80,136	\$0	
Outside Services	3,450	0	
Material and Supplies	1,500	0	
<b>Total Mayor and Village Board</b>	<b>\$85,086</b>	<b>\$0</b>	
<b>Section 2- Admin/Finance/Legal</b>			
Personnel Services	\$635,018	\$0	
Outside Services	434,960	24,000	<u>Audit Levy</u>
Material and Supplies	37,600	0	
Other	27,157		
<b>Total Administration/Finance</b>	<b>\$1,134,735</b>	<b>\$24,000</b>	
<b>Section 3- Public Works</b>			
Personnel Services	\$728,311	\$0	
Outside Services	242,000	95,000	<u>Street &amp; Bridge Levy</u>
Electric Expense Street Lighting	114,000	62,000	<u>Street Lighting Levy</u>
Material and Supplies	63,700	10,000	<u>Street &amp; Bridge Levy</u>
Other	453,996		
<b>Total Public Works</b>	<b>\$1,602,007</b>	<b>\$167,000</b>	
<b>Section 4- Vehicle Division</b>			
Personnel Services	\$85,179	\$0	
Outside Services	19,250	0	
Material and Supplies	208,800	0	
<b>Total Vehicle Division</b>	<b>\$313,229</b>	<b>\$0</b>	
<b>Section 5- Police Department</b>			
Personnel Services	\$3,425,612	\$1,480,000	<u>Corporate Tax Levy</u>
		195,000	<u>Police Protection Levy</u>
Crossing Guards	15,937	8,000	<u>Crossing Guards Levy</u>
Outside Services	592,900		
Material and Supplies	89,000		
Other	222,000		
Police Pension	873,000	925,000	<u>Police Pension Levy</u>
<b>Total Police Department</b>	<b>\$5,218,449</b>	<b>\$2,608,000</b>	

**VILLAGE OF LEMONT- 2019 PROPERTY TAX LEVY**

<b><u>DESCRIPTION</u></b>	<b><u>BUDGETED</u></b>	<b><u>AMOUNT TO BE</u></b>	
<b><u>TYPE</u></b>	<b><u>MAY 1, 2019-APRIL 30, 2020</u></b>	<b><u>LEVIED</u></b>	
<b>Section 6- Community Development Department</b>			
Personnel Services	\$677,469	\$0	
Outside Services	329,885	0	
Material and Supplies	7,088	0	
<b>Total Building Department</b>	<hr/> \$1,014,442	\$0	
<b>Section 8- Buildings and Grounds</b>			
Personnel Services	\$0	\$0	
Outside Services	169,113	0	
Material and Supplies	6,500	0	
<b>Total Buildings and Grounds</b>	<hr/> \$175,613	\$0	
<b>Section 9- Police Commission</b>			
Personnel Services	\$0	\$0	
Outside Services	7,000	0	
Material and Supplies		0	
<b>Total Police Commission</b>	<hr/> \$7,000	\$0	
<b>Section 10- Downtown Commission</b>			
Personnel Services	\$0	\$0	
Outside Services	0	0	
Material and Supplies	3,000	0	
<b>Total Downtown Commission</b>	<hr/> \$3,000	\$0	
<b>Section 11- Historic District Commission</b>			
Personnel Services	\$300	\$0	
Outside Services	0	0	
Material and Supplies	0	0	
<b>Total Historic District Commission</b>	<hr/> \$300	\$0	
<b>Section 12- Emergency Management</b>			
Personnel Services	\$56,135	\$4,013	<u>Civil Defense</u>
Outside Services	18,600	0	<u>Levy</u>
Material and Supplies	6,700	0	
Other	25,400		
<b>Total Emergency Management</b>	<hr/> \$106,835	\$4,013	

**VILLAGE OF LEMONT – 2019 PROPERTY TAX LEVY**

<b><u>DESCRIPTION</u></b>	<b><u>BUDGETED</u></b>	<b><u>AMOUNT TO BE</u></b>	
<b><u>TYPE</u></b>	<b><u>MAY 1, 2019-APRIL 30, 2020</u></b>	<b><u>LEVIED</u></b>	
<b>Section 13- Odor Alert Network</b>			
Personnel Services	\$0	\$0	
Outside Services	30,000	0	
Material and Supplies	1,500	0	
<b>Total Odor Alert Network</b>	<hr/> \$31,500	<hr/> \$0	
<b>Section 14- Video Access League</b>			
Personnel Services	\$0	\$0	
Outside Services	5,000	0	
Material and Supplies	0	0	
<b>Total Video Access League</b>	<hr/> \$5,000	<hr/> \$0	
<b>Section 15- General Account</b>			
Personnel Services	\$21,458	\$0	
Outside Services	177,330	60,000	<u>Liability Levy</u>
Workers Comp	40,000	38,685	<u>Workers Comp Levy</u>
Interfund Transfers	1,540,004	0	
Material and Supplies/other	255,812	0	
<b>Total General Account</b>	<hr/> \$2,034,604	<hr/> \$98,685	
<b>Section 16- Illinois Municipal Retirement Fund</b>			
Contributions	\$315,997	\$437,766	<u>IMRF Levy</u>
<b>Total IMRF</b>	<hr/> \$315,997	<hr/> \$437,766	
<b>Section 17- Social Security Fund</b>			
Contributions	\$265,288	\$290,000	<u>Social Security Levy</u>
<b>Total Social Security Fund</b>	<hr/> \$265,288	<hr/> \$290,000	
<b>Section 18- Debt Service Fund</b>			
Debt Service Payments	\$1,539,674	\$0	
<b>Total Debt Service Fund</b>	<hr/> \$1,539,674	<hr/> \$0	
<b>Section 19- Working Cash Fund</b>			
	\$0	\$0	

**VILLAGE OF LEMONT – 2019 PROPERTY TAX LEVY**

<b><u>DESCRIPTION</u></b> <b><u>TYPE</u></b>	<b><u>BUDGETED</u></b> <b><u>MAY 1, 2019-APRIL 30, 2020</u></b>	<b><u>AMOUNT TO BE</u></b> <b><u>LEVIED</u></b>
Section 20- TOD TIF	\$55,000	\$0
Section 21- Canal TIF Fund	\$371,646	\$0
Section 22-Gateway TIF District Fund	\$0.00	\$0
Section 23- Main/Archer TIF	\$52,000	\$0
Section 24- Other		
<b>GRAND TOTAL</b>	<b>\$14,331,405</b>	<b>\$3,629,464</b>
<b>Total Revenue From Other Sources</b>	<b>\$10,701,941</b>	

**VILLAGE OF LEMONT**

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

**AN ORDINANCE ESTABLISHING A STREET LIGHTING TAX**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9<sup>th</sup> day of December, 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 9<sup>th</sup> day  
of December, 2019**

**ORDINANCE ESTABLISHING A STREET LIGHTING TAX**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS:**

**SECTION ONE:** That pursuant to 65 ILCS 5/11-80-5, the Corporate Authorities, as evidenced by the concurrence of two-thirds of all trustees elected therein, hereby levy and assess a street lighting tax of .05% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the Village of Lemont to be used for the purpose of lighting streets for the fiscal year beginning May 1, 2019 through April 30, 2020.

**SECTION TWO:** This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval as provided by law.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS,**  
on this   9th   day of   December  , 2019.

	<u><b>AYES</b></u>	<u><b>NAYS</b></u>	<u><b>PASSED</b></u>	<u><b>ABSENT</b></u>
<b>Janelle Kittridge</b>	_____	_____	_____	_____
<b>Ryan Kwasneski</b>	_____	_____	_____	_____
<b>Dave Maher</b>	_____	_____	_____	_____
<b>Ken McClafferty</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ronald Stapleton</b>	_____	_____	_____	_____

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

Attest:

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



**VILLAGE OF LEMONT**

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

**AN ORDINANCE ESTABLISHING A STREET AND BRIDGE TAX**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT**

**This 9th day of December, 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 9th day  
of December, 2019**

ORDINANCE NO.

**ORDINANCE ESTABLISHING STREET AND BRIDGE TAX**

**WHEREAS**, the Corporate Authorities of the Village of Lemont are authorized by 65 ILCS 5/11-81-1 to levy an annual tax not to exceed .06% of the total assessed valuation as determined by the Illinois Department of Revenue for street and bridge purposes; and

**WHEREAS**, an additional tax levy not to exceed .04% of the total assessed valuation may be levied if three-fourths of the members elected to the Board of Trustees desire to create such additional tax; and,

**WHEREAS**, the Trustees of the Village of Lemont are desirous of enacting an additional tax of .04% for street and bridge purposes pursuant to 65 ILCS 5/11/81-1.

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Lemont, that an additional tax levy of .04% is hereby enacted for street and bridge purposes for the fiscal year beginning May 1, 2019 and ending April 30, 2020.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE,  
ILLINOIS,**

on this   9th   day of   December  , 2019.

**AYES    NAYS    PASSED    ABSENT**

Janelle Kittridge  
Ryan Kwasneski  
Dave Maher  
Ken McClafferty  
Ron Stapleton  
Rick Sniegowski

---

**JOHN EGOFSKE, Village President**

Attest:

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**CHARLENE SMOLLEN, Village Clerk**



**MEMORANDUM**

**TO:** Mayor John Egofske  
Village Board of Trustees

**FROM:** Kay Argo, Human Resources Manager

**SUBJECT:** Ordinance Adopting Changes to Personnel Policy Manual

**DATE:** December 5, 2019

**SUMMARY/ BACKGROUND:** The Illinois State Legislature passed and the Governor signed new laws that impact Village employment and personnel. Public Act 101-0027, known as the Cannabis Regulation and Tax Act, and Public Act 101-0221, called the Workplace Transparency Act, are two such laws. Both laws take effect on January 1, 2020. The new laws impose certain requirements that will necessitate particular policy changes to the Village's Personnel Policy Manual.

**ANALYSIS:**

Cannabis Regulation and Tax Act

In January 2020 adult-use cannabis will be legalized in Illinois. The Village is updating its policies to take into account this change. There are four areas of the policy manual that are affected.

- (1) The first area impacted is the Village's main substance abuse policy found in Section 2.22 entitled "Drug and Alcohol Free Workplace Policy." The revised policy makes clear that employees will still be prohibited from using alcohol and drugs, including cannabis specifically, on Village premises while working or while on call for work. Employees may be tested for drug and alcohol use if they show signs of being under the influence while at work.
- (2) The second change is that the new law permits employers to restrict the use of cannabis by its sworn law enforcement officers while on and off duty. The restriction has been included in the proposed revised policy presented here.
- (3) There is a slight change to Section 2.19 "Medical Examination and Substance Abuse Screening" in regards to pre-employment drug screening. The Village may decide to screen for cannabis for candidates who have been offered a position at the Village but only to the extent allowed by law, which may possibly include Police Officer candidates and CDL holders. This is an unsettled area of law at this point.
- (4) There is a separate Section 2.23 "Drug & Alcohol Abuse Policy" which is already in effect in the Personnel Policy Manual. This section pertains to Village employees who must obtain and maintain a

commercial driver's license (CDL) in order to drive larger Village vehicles, such a dump truck. No extensive changes are required and the language remained in effect with very minor updates. It prohibits the use of controlled substances as defined by federal law which includes a prohibition of the use of cannabis by a CDL holder. Likewise, the current language regarding Medical Cannabis Policy in Section 2.24 remains in effect with the deletion of the word "pilot."

#### Workplace Transparency Act

The other area of the policy manual which is impacted by the adoption of a new law is Appendix F with the title "Policy Prohibiting Discrimination, Harassment and Retaliation." Changes to the policy are:

- (1) to include all currently adopted federal and state protected statuses and
- (2) to include the words "actual or perceived" which are mandated by the new law.
- (3) Additionally, annual harassment prevention training will be required by the law.

The Victims Economic Safety and Security Act ("VESSA") was also changed to include protection against gender violence in addition to the previous protections against domestic or sexual violence. Section 5.18 "Victims' Economic Security and Safety Act" has been updated with this law change.

The policy manual amendments have been reviewed by the Village's legal counsel and are believed to be consistent with the new laws as they are now understood. Should there be future legal decisions or clarifications that would impact the laws' interpretation, changes may be presented for approval at a later date. In addition, a thorough review of the remaining sections of the personnel policy manual has not been undertaken recently and staff plans to address this task within the next calendar year.

**STAFF RECOMMENDATION:** Staff recommends approval of the attached Ordinance adopting the revised policies in compliance with state laws.

**BOARD ACTION REQUESTED:** Approval of the Ordinance adopting the revised policies.

**ATTACHMENTS:** Ordinance Adopting Changes to the Personnel Policy Manual, Current Sections of the Personnel Policy Manual Along with Proposed Changes

**VILLAGE OF LEMONT**

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

**AN ORDINANCE ADOPTING CHANGES  
TO PERSONNEL POLICY MANUAL**

**ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 9<sup>TH</sup> DAY OF DECEMBER, 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 9<sup>th</sup> day of December, 2019**

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

**AN ORDINANCE ADOPTING CHANGES TO PERSONNEL POLICY MANUAL**

**WHEREAS**, the Illinois General Assembly enacted Public Act 101-0027 and Public Act 101-0221, Acts concerning government, which will take effect on January 1, 2020 (“Acts”); and;

**WHEREAS**, pursuant to the Acts; governmental units shall adopt policies to implement the relevant portions of the Acts; and

**WHEREAS**, the Acts establish certain provisions that may be included in a policy instituting a Drug Free Workplace, particularly as it relates to adult-use cannabis and its impact on the workforce, and;

**WHEREAS**, the Acts establish certain provisions that must be included in any policy prohibiting sexual harassment; and

**WHEREAS**, the Village of Lemont (“Village”) has previously adopted a series of policies and the Village desires to amend said policies to comply with the requirements of said Acts.

**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 recitals contained in the preamble to the Ordinance are true and correct and are hereby incorporated in this Ordinance as if fully set forth herein.

**SECTION TWO:** The policies attached hereto as Exhibit A are hereby adopted. All prior existing policies of the Village related to those in Exhibit A shall be superseded by the policies attached hereto as Exhibit A.

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

**SECTION FOUR:** All prior ordinances, resolutions, motions, orders in conflict herewith are hereby repealed to the extent of the conflict.

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 9<sup>th</sup> DAY OF DECEMBER 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**





## **2.22 Drug and Alcohol Free Workplace Policy**

The Village of Lemont has a longstanding commitment to provide a safe and productive work environment. Alcohol and drugs in the workplace, including cannabis, pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, the Village of Lemont is committed to the elimination of drug and/or alcohol use and abuse in the workplace. This Section 2.22 applies to both employees and contractors working for the Village.

### **Prohibited Activity**

#### 1. Definitions

- a. "Illegal drugs" are drugs or controlled substances that are: (1) not legally obtainable under federal or state law, or (2) legally obtainable under federal and state law, but not obtained and/or used in a lawful manner.
- b. "Legal drugs" are: (1) drugs that are permitted under state or federal law, (2) obtained by an employee with a physician's prescription or over-the-counter, and (3) used for the purposes for which they were prescribed or sold. Cannabis and cannabis infused products are considered "legal drugs" under this Section if obtained and/or used in a lawful manner.

#### 2. Whenever employees are at work, on Village property during work hours, operating any vehicles or equipment for the Village, conducting Village work offsite, and on call, they are prohibited from:

- a. The possession, consumption, purchase, and sale of alcohol, unless an exception is made by the Village of Lemont.
- b. Being impaired or under the influence of alcohol.
- c. The use, purchase, sale, transfer, or possession, of an illegal drug.
- d. Being impaired or under the influence of an illegal drug or having a detectable amount of an illegal drug present in their system.
- e. The possession, consumption, purchase, sale, storage, transfer, and distribution of cannabis.
- f. Being impaired or under the influence of a legal drug, including cannabis.
  - i. For purposes of this section, an employee may be considered impaired or under the influence of cannabis if there is a good faith

belief that the employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property, disruption of a production or manufacturing process, or carelessness that results in any injury to the employee or others.

- ii. An employee may be required to undergo drug testing. A positive result for cannabis may be evidence of impairment, but may not be the sole basis for a determination that an employee is impaired or under the influence of cannabis.
  - iii. If an employee is determined to be under the influence or impaired by cannabis pursuant to this section, the employee shall be given a reasonable opportunity to contest the basis of the determination.
3. Law enforcement officers are prohibited from the consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances while on or off duty, unless provided for otherwise in Village policies. To the extent that this Section conflicts with any applicable collective bargaining agreement, the provisions of the collective bargaining agreement shall prevail.
4. Violations.
- a. Employees who refuse to cooperate in required tests; test positive for alcohol or illegal drugs; are found to be under the influence of alcohol, cannabis, legal or illegal drugs; or use, possess, buy, sell, manufacture or dispense alcohol, cannabis, or illegal drugs in violation of this policy will be disciplined up to and including termination.
  - b. The Village may require an employee who violates the terms of this policy to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program which has been approved and selected by the Village.

### **Testing for Drugs and Alcohol**

- (a) The Village of Lemont will require a drug and/or alcohol test of any employee where there is a reasonable suspicion to believe that he or she is impaired or under the influence of alcohol, an illegal drug, or a legal drug, including cannabis, in violation of this Drug and Alcohol Free Workplace Policy. "Reasonable suspicion" will be based on objective factors such as the employee's appearance,

speech, behavior, or other conduct or facts that indicate the employee is under the influence of legal or illegal drugs, cannabis, alcohol, or any or all of the above.

- (b) Involvement in an injury or accident at work, while performing Village of Lemont business, or while operating any vehicles or equipment for the Village may also be grounds for testing if a member of management and/or supervisor has a reasonable belief that alcohol, illegal, or legal drugs may have contributed to the injury or accident. Employees will be required to sign a consent and release form prior to drug or alcohol testing. Test results will be kept confidential to the extent possible and consistent with applicable law.
- (c) The laboratory conducting the tests shall transmit positive drug tests results to a doctor called a medical review officer ("MRO"), retained by the Village of Lemont, who shall offer persons with positive results a reasonable opportunity to establish that their results are caused by lawful prescribed medicines or other lawful substances. Persons with positive test results may also ask the MRO to have their split specimen sent to another federally certified lab, to be tested at the employee's or applicant's own expense. Such requests must be made within three (3) working days of notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test.
- (d) If an employee fails to report immediately to the testing location upon request, comply with any testing procedures (including attempting to substitute, dilute, or otherwise change specimens to be tested) and/or fails to provide specimens unless medically incapable, he or she will be considered as refusing to test and subject to discipline, up to and including termination.

### **Notification of Drug Conviction**

Employees must notify the Village of Lemont of any criminal drug conviction no later than five days after such conviction. For purpose of this notice requirement, a conviction includes a finding of guilt, a no contest plea, and/or an imposition of sentence by any judicial body for any violation of a criminal statute involving the unlawful manufacture, distribution, sale, dispensation, possession or use of any controlled substance or cannabis. Failure to notify the Human Resources Manager may subject the employee to disciplinary action, up to and including dismissal.

### **Employee Assistance Program**

The Village of Lemont will assist and support employees who voluntarily seek help for alcohol or drug problems *before* they become subject to disciplinary action under this or other Village of Lemont policies. Employees who seek such assistance will be allowed to use accrued paid time off, placed on leaves of absence, where available, referred to

treatment providers or otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests.

DRAFT

## ~~2.22 Drug and Alcohol Free Workplace Policy~~

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

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

- ~~———— Not legally obtainable;~~
- ~~———— being used in a manner different than prescribed;~~
- ~~———— Legally obtainable, but has not been legally obtained.~~

~~As a condition of employment or of any written contract, each employee or contractor shall:~~

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

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

- ~~———— provide each employee and contractor with a copy of the Drug and Alcohol Policy;~~
- ~~———— make available materials from local, state, and national anti-drug and alcohol abuse organizations;~~
- ~~———— provide in-service information.~~

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

- ~~———— enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to employees;~~
- ~~———— encourage such employees to refer themselves to an employee assistance program which would treat all referrals confidentially, and initiate no disciplinary action in such instances.~~

~~An employee who violates the term of this policy shall be subject to corrective counseling as outlined in Article VII of the Policy Manual.~~

~~Should the Village be a current participant in a federal program in which the Village is the prime grantee and a direct receiver of federal funds, the Village shall notify the appropriate~~

~~federal agency from which the Village receives grant monies of any employee or contractor conviction within ten (10) days after receiving notice of the conviction.~~

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

## **2.23 Drug & Alcohol Abuse Policy- Federally Regulated Employees**

### **A. Purpose**

The purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the federally mandated requirements under 49 CFR Part 40 and Part 382. The drug and alcohol related requirements become effective on January 1, 1996.

### **B. Definitions**

For purposes of this Section, "controlled substance" and "illegal drug" shall mean marijuana, cocaine, amphetamines, opioids, and phencyclidine (PCP).

"Driver" is any employee of the Village, who as a requirement of employment, must possess a CDL and may in the course of their duties have to operate a CDL required vehicle regardless if it is not a normally assigned duty. An individual subject to pre-employment testing because applying for positions which meet the requirement stated above will be considered a driver.

The term "safety-sensitive function" includes:

1. All time waiting to be dispatched.
2. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. All time spent driving a commercial motor vehicle.
4. All time, other than driving time, spent on or in a commercial motor vehicle.
5. All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time spent performing the driver requirements associated with an accident.
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 395.2)

A driver is considered to be "performing" a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function set forth above.

### **C. Use Prohibited**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled



substance, medical marijuana or alcohol is prohibited on all Village of Lemont premises, in any Village owned or leased motor vehicle, or other location at which the driver is to perform work. Nor will the Village hire or retain any individual who uses or possesses any illegal drug, in any amount and regardless of frequency, or any individual who engages in prohibited alcohol-related conduct. Employees shall arrive at work free from the influence of drugs or intoxicants, regardless of whether the drug or intoxicant was legally prescribed, and free from the influence and odor of alcohol. Any employee who is not free from the influence of drugs or the odor of alcohol shall be subject to disciplinary action up to and including dismissal.

1. The Village will maintain a pre-employment screening program designed to prevent hiring anyone who uses any illegal drugs, or engages in prohibited alcohol-related conduct.
2. No driver shall consume a Schedule 1 drug of the Schedule of Controlled Substance of the Drug Enforcement Administration or any amphetamines, narcotics, opiates, hallucinogenic substances, depressants, stimulants, cannabis (THC) or any other habit forming drug while on or off duty, except as provided in Section C.4.
3. No driver shall report for work or drive while impaired by any drug, controlled substance, or with an alcohol breath concentration of .02 or greater.
4. A driver may use a substance administered by or under the direction of a physician who has advised the driver that the substance will not affect the driver's ability to safely operate a motor vehicle.
5. No driver may operate any motor vehicle whose motor senses, sight, hearing, balance, reaction, reflexes or judgment are or may be presumed affected or has consumed any alcohol within 4 hours.
6. Any driver who sells or otherwise dispenses illegal drugs or alcohol to others on Village premises, in or from a Village owned or leased motor vehicle is subject to immediate termination.
7. Employees shall not be on duty or operate a commercial motor vehicle while the driver possesses alcohol (this includes medicines containing alcohol unless the packaging seal is unbroken) except as provided in C.4.
8. Employees are prohibited from using alcohol while performing safety-sensitive functions.
9. When the employee is required to take a post-accident alcohol test, the employee shall not use alcohol within 8 hours after the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
10. An employee shall not refuse to submit to a required alcohol or controlled substance test.

11. An employee shall not report for duty, remain on duty or perform safety-sensitive functions if the employee tests positive for controlled substance.

#### **D. Drug Testing**

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

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

#### **E. Alcohol Testing**

The Village will require alcohol testing in accordance with the Federal Motor Carrier Safety Requirements as set forth in 49 CFR Parts 40 and 382. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result of less than .02 alcohol concentration is considered a "negative test." If the alcohol concentration is .02 or greater, a second or "confirmation test" must be conducted.

Alcohol breath testing shall be by an "Evidential Breath Testing Device" (E.B.T.) that prints out the results, date, time, a sequential test number, name and serial number of the E.B.T. The alcohol test must be conducted by a "Breath Alcohol Technician" (B.A.T.) who is trained to operate the E.B.T. and is proficient in all breath alcohol testing procedures.

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

For random and reasonable suspicion testing, drivers will only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function or just after performing a safety-sensitive function. Any test of .02 or greater shall cause the driver to immediately be removed as a driver or from any other safety sensitive function and will subject the driver to disciplinary action in accordance with this policy.

For reasonable suspicion testing, the driver shall be immediately removed as a driver or from any other safety-sensitive function once a reasonable suspicion determination has been made and cannot return to work until an alcohol test has been administered with a result of less than 0.02 alcohol concentration or 24 hours has passed since the reasonable suspicion determination was made.

Failure of the driver to provide an adequate amount of breath will cause the driver to be immediately referred for a medical evaluation to develop pertinent information whether the driver's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician shall submit a written evaluation to the Village which will make a conclusion in writing. While this process is being accomplished the driver shall be placed out of service.

**F. Types of Testing**

1. **Compliance Required:** For the purpose of compliance with the Federal Motor Carrier Safety Regulations, all drivers will be required to take and successfully pass urine drug testing and breath alcohol testing. Refusal to submit to such screening is considered a positive test.
2. **Pre-employment:** Applicants for positions as drivers will also be required to take and successfully pass a urine drug test and alcohol breath test before they can be used as drivers. A drug test is not required for the driver participating in a qualified program in the last 30 days and who was tested in the last 6 months, or participated in a random testing program in the last 12 months with no positive results. An alcohol test is not required if the driver has undergone a required alcohol test within the last 6 months as a result indicating a blood alcohol level below 0.02. For those individuals not required to be tested. The following information must be obtained on any new drivers from previous employers for the past two years: any positive drug test or alcohol test of .04 or greater, including any refusals to be tested. Every new employee shall provide to the Village a written release that authorizes the Village obtain the driver's past drug and alcohol test results. Any driver found to have had a positive test result in these two years shall cause the Village to further obtain information on the subsequent substance abuse professional's evaluation and/or determination under section 382.605 and determine if there was compliance with sections 382.309 and 382.311.
3. **Reasonable Suspicion:** If a supervisor or other qualified personnel has reasonable suspicion to believe that a driver has violated the alcohol or controlled substance regulations (see "Use Prohibited" section) then the driver shall submit to a urine drug or breathe alcohol test. Upon being notified that they are to be tested, the employee shall proceed immediately to the designated testing site. Refusal to submit to such screening will be considered a positive test. A reasonable cause observation form must be completed and signed by at least one qualified supervisor within 24 hours of observation that led to the reasonable cause test. A copy of the form shall be forwarded to the Village Administrator and Public Works Director within 48 hours of the observation.
4. **Random Testing:**
  - (a) The MRO will randomly select 50% of all employees covered by this policy for drug testing and 25% for breath alcohol testing per the requirements of 49 CFR Part 40 and section 382.

- (b) The selected employee will not be informed of the need to be tested until just prior to the test. Upon notice that they are to be tested, the employee shall proceed to the testing site.
- (c) All test results will be placed into the driver's qualification file.

5. **Post Accident Testing:**

- (a) The Village will require post-accident urine drug and breath alcohol testing of all employees covered by this policy as required by 49 CFR Part 40 and section 382.303.
- (b) Post accident urine drug and breath alcohol testing will be required of those drivers who are involved in an accident if the driver receives a citation for a moving traffic violation arising from the accident, or if there is any injury or fatality resulting from the accident.
- (c) The post accident urine drug test shall be conducted as soon as possible but no later than 32 hours after the reportable or fatal accident. The breath alcohol test shall be administered within 2 hours after the accident, but in no event later than 8 hours after the accident. After an accident a driver shall not consume any alcohol for at least 8 hours or until a breath alcohol test has been administered.
- (d) A driver who is seriously injured and cannot provide a urine specimen or a breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining medical records and reports that will indicate if a controlled substance or alcohol was in the driver's system and the level present.
- (e) Failure of the driver to be readily available or refusal to give a urine sample or a breath alcohol test when the driver has been involved in a fatal accident, or receives a citation for a moving violation, except for a driver who meets the conditions of section (F) above, shall be considered a refusal to take a test and a positive result. This includes return to duty and follow-up testing as required.
- (f) The driver's immediate supervisor shall be notified immediately regarding an accident involving a driver. The supervisor will be responsible for overseeing the testing requirement.

**G. Drug Test Results**

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

1. The test results will be reviewed by the Medical Review Officer (MRO). If there is any evidence of a positive result, the MRO will give the person tested an opportunity to

discuss the results and provide documentation of legally prescribed medication. A copy of these test results will be given to the employee.

2. Test results will be maintained in the driver qualification file.

#### **H. Alcohol Test Results**

1. Test results will be maintained in the driver qualification file. A copy of the test results will be given to the employee.
2. The test results will not be released to any unauthorized party without written consent.

#### **I. Assistance Program**

An Employee Assistance Program will be offered by the Village to provide educational information concerning the effects and consequences of drug or alcohol use on personal health, safety and work environment.

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

#### **J. Records**

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

## **K. Disciplinary Action**

1. An employee who violates these regulations shall be immediately removed from performance of any safety-sensitive function and shall be subject to disciplinary action which may include suspension or termination.
2. An employee who is in violation of the controlled substance regulations of this policy shall be terminated.
3. An employee who is in violation of the alcohol use regulations of this policy shall be subject to suspension or termination according to the following circumstances:
  - a) If an employee is confirmed to have an alcohol concentration of less than .04 and greater than or equal to .02, the employee shall be subject to a fifteen (15) working day suspension for the first offense. The employee shall be terminated upon the second offense.
  - b) If an employee is confirmed to have an alcohol concentration of .04 or greater, the individual shall be immediately terminated.
4. If an employee violates these regulations, the employee cannot return to work unless he or she has taken a return to duty alcohol test with a result of less than 0.02 alcohol concentration.
5. Every driver who has engaged in violations of this policy will be advised by the employer of resources available to the driver in evaluating and resolving problems associated with the misuse of drugs or alcohol.
6. A refusal to submit to testing, or an Employee Assistance Program in accordance with this policy guidelines shall subject the employee to termination.

## **2.24 Medical Cannabis Policy**

1. This policy shall at all times be implemented, followed and enforced pursuant to Illinois and federal law, as amended. The Village and its employees shall adhere to Illinois and federal law at all times, regardless of whether this Manual has been updated to reflect those changes in the law.
2. Definitions.
  - (a) "Medical Cannabis Act" means the Compassionate Use of Medical Cannabis Pilot Program Act.
  - (b) "Designated caregiver" means a person who: (1) is at least 21 years of age; (2) has agreed to assist with a patient's medical use of cannabis; (3) has not been convicted of an excluded offense; and (4) assists no more than one registered qualifying patient with his or her medical use of cannabis.

- (c) “Qualifying patient” means a person who has been diagnosed by a physician as having a debilitating medical condition for purposes of the Medical Cannabis Act.
  - (d) “Registered” means licensed, permitted, or otherwise certified by the Department of Agriculture, Department of Public Health, or Department of Financial and Professional Regulation for purposes of the Medical Cannabis Act.
  - (e) “Registry identification card” means a document issued by the Department of Public Health that identifies a person as a registered qualifying patient or registered designated caregiver.
3. Registered qualifying patients and registered designated caregivers are not subject to arrest, prosecution, or denial of any right or privilege under Illinois law, so long as the individual is not violating any of the provisions of the Medical Cannabis Act or this Manual.
  4. Registered qualifying patients and registered designated caregivers shall arrive at work free from the influence of cannabis and the odor of cannabis. Any registered qualifying patient or designated caregiver who is not free from the influence of cannabis or the odor of cannabis during work hours shall be subject to disciplinary action up to and including dismissal.
  5. The Village may consider a registered qualifying patient or a registered designated caregiver to be impaired if he or she manifests specific, articulable symptoms while working that decrease or lessen his or her performance of the duties or tasks of the employee’s job position. Articulable symptoms include, but are not limited to, the employee’s: speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, disruption of a production or manufacturing process, or carelessness that results in any injury to the employee or others. If the Village disciplines a registered qualifying patient or a registered designated caregiver for being impaired, the Village will afford the employee a reasonable opportunity to contest the basis of the determination.
  6. Registered qualifying patients and registered designated caregivers shall not use or possess cannabis during work hours and shall not use, possess or store cannabis on or in any property owned or controlled by the Village.
  7. It shall be the responsibility of each registered qualifying patient to inform the HR Generalist of their status as a registered qualifying patient or registered designated caregiver and shall present their registry identification card to the HR Generalist, who may have a photocopy made and inserted into the employee’s personnel file. Registered qualifying patients shall not be required to provide any medical information in regards to their status as a registered qualifying patient, unless

otherwise required by this Manual or state or federal law.

8. Registered qualifying patients and registered designated caregivers shall not violate any of the provisions of the Medical Cannabis Act.
9. It shall be the responsibility of each employee to inform the supervisor, Department Director, HR Generalist or Village Administrator in the event the employee sees, or has reason to believe, another employee is in violation of this Section.
10. It is the policy of the Village of Lemont to not discriminate against or penalize a person solely for his or her status as a registered qualifying patient or a registered designated caregiver, unless failing to do so would put the Village in violation of federal law or unless failing to do so would cause the Village to lose a monetary or licensing-related benefit under federal law or rules.
11. Any person who violates this section, the Medical Cannabis Act or any of the rules enacted pursuant to the Medical Cannabis Act shall be subject to disciplinary action up to and including dismissal.





## **2.19 Medical Examination and Substance Abuse Screening**

All new Village employees shall undergo a substance abuse screening and/or medical examination by a Village-designated physician at the Village's expense.

### **A. Post-Offer Medical Examination**

#### **1. Conditional Job Offer.**

After a conditional offer of employment is made, applicants will be referred for a medical examination. If the examining physician recommends that the applicant not be hired, a conditional offer may be withdrawn only if the physical problem identified during the examination will prevent the applicant from performing the essential job functions and the condition cannot reasonably be accommodated by the Village.

The Village neither requests nor requires genetic information of an individual or family member of the individual and the applicant need not provide any genetic information.

#### **2. Record Keeping.**

Records of physical examinations shall be kept separately and considered to be strictly confidential. Only persons with a need to know may access them by contacting the Village Administrator or the Human Resources Manager.

### **B. Pre-Employment Drug Screening**

All persons selected for hire, including seasonal personnel, shall undergo a drug screen conducted by a Village-designated physician at the Village's expense. A confirmed positive test for illegal drugs or cannabis (to the extent permitted by law) will result in the withdrawal of a conditional offer of employment.

Pre-employment physicals and drug screening for patrol officers will be conducted according to the rules and regulations established by the Board of Fire and Police Commissioners.



## APPENDIX F

### VILLAGE OF LEMONT

#### POLICY PROHIBITING DISCRIMINATION, HARASSMENT AND RETALIATION

##### **General Prohibition**

The Village is firmly committed to providing all individuals with an environment in which they are treated with respect, dignity, and professionalism and that is free from discriminatory, harassing and retaliatory practices. To fulfill this commitment, the Village strictly prohibits discrimination, harassment and retaliation by or against any elected or appointed official, officer, administrator, manager, supervisor, employee, intern, volunteer, contractor, consultant, vendor, client, customer or other individual based on the individual's actual or perceived race, national origin, color, religion, sex, sexual orientation, age, ancestry, marital status, order of protection status, citizenship status, disability, military status, pregnancy, unfavorable discharge from military service or any other prohibited characteristic established by federal, state, or local law. All individuals are responsible for fulfilling the Village's goal of providing this type of environment. The Village will provide annual sexual harassment prevention training to its employees.

##### **Harassment**

The Village strictly prohibits sexual harassment. Sexual harassment is defined by law as any unwelcome sexual advances; requests for sexual favors; or any physical, verbal or visual conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment, which is not limited to the physical location where an employee is assigned to perform his or her work. Sexual harassment may also include a range of subtle or overt behaviors, may involve individuals of the same or different sex or sexual orientation, and may or may not be sexual in nature. Depending on the circumstances, these behaviors may include, but not be limited to, the following: sexual jokes, epithets, or slurs; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering or catcalls; assault, touching, or other inappropriate contact; insulting or obscene comments or gestures; the display or circulation of sexually suggestive objects or pictures; sexually inappropriate online/electronic behavior through texts, email, or any social media; and any other physical, verbal, or visual conduct of a sexual nature. These examples are illustrative and not exhaustive.

The Village strictly prohibits harassment based on other legally protected characteristics, such as race, age, and national origin. Harassment means any unwelcome conduct on the basis of an individual's legally protected characteristic (actual or perceived) that has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment, which is not limited to the physical location where an employee is assigned to perform his or her work. Harassment on these bases may include, but not be limited to, jokes, epithets, or slurs; verbal abuse; commentary about the individual's protected characteristic; insulting gestures; the display or circulation of offensive objects or pictures; inappropriate online/electronic behavior through texts, email, or any social media; and any other physical, verbal, or visual conduct of an offensive nature targeting the individual's protected characteristic. These examples are illustrative and not exhaustive.

The conduct prohibited by this policy is unacceptable in the workplace, on Village property, during work-related events, on business trips, at professional conferences, during employer-related social events or any other employer-sponsored activity.

This policy may not be used as a basis for excluding or separating individuals of a particular sex or other protected characteristic from participating in work-related social activities or discussions to prevent allegations of harassment. Such conduct may violate this policy's prohibition against disparate treatment on the basis of a legally protected characteristic with regard to an individual's terms and conditions of employment. The prohibition on discrimination, harassment and retaliation are specifically intended to complement and further such policies and not to form the basis for an exception to them.

### **Complaint**

1. *Obligation to Submit a Complaint.* If you believe that you have been subjected to or have witnessed harassment or discrimination, then you have an obligation to report such conduct, regardless of the accused's identity or position. A report may be submitted either verbally or in writing. While no time limit exists for reporting such conduct to the Village, the Village expects you to report such conduct without delay while facts are freshly recalled and witnesses are available. An individual who is preparing to file a complaint is also encouraged to prepare contemporaneous documentation of the events forming the basis for his or her complaint, note the names of any witnesses and retain any substantiating documentation to support the Village in its investigation. Given the potential serious consequences of being accused of harassment or discrimination, any individual who *knowingly* files a *false* report may be subject to discipline up to and including termination. A report made in good faith—even if it is not substantiated—would not result in corrective action.
2. *How to Submit a Complaint.* When you are prepared to submit a complaint, you may submit it to your immediate supervisor, his or her manager, the Human Resources Manager, or his or her equivalent. If you are uncomfortable submitting your complaint to these individuals or find they have ignored it, you may submit your complaint to the Village Administrator. If you are uncomfortable submitting your complaint to the Village Administrator or find he or she has ignored it, then you may submit your complaint to the President of the Village Board of Trustees. While the Village encourages the filing of internal complaints to allow it to conduct a timely investigation and implement prompt corrective action if necessary, individuals have the right to file a formal charge of discrimination with the Illinois Department of Human Rights.

### **Investigation**

The Village will promptly and thoroughly investigate your complaint to the fullest extent possible. The Village will exercise its best efforts to maintain the confidentiality of the complaint and investigation, but the Village is obligated to interview the parties, witnesses and any other individuals who may have relevant knowledge of the facts alleged. The Village may also retain a third-party investigator depending on the facts or the parties involved. All employees are required to participate fully and completely in any investigation.

### **Corrective Action**

If the investigation reveals that an individual has violated this policy, then the individual may be subject to corrective action as appropriate, including, but not limited to, counseling, training, reassignment, the denial of a salary increase, a written warning, a suspension or discharge. The Village's decision to implement corrective action does not constitute an admission that the individual engaged in legally actionable conduct because this policy addresses conduct broader than the conduct prohibited by law. Therefore, even if an individual's conduct does not rise to the level of legally actionable harassment, the Village reserves the right to implement corrective action against any offender without waiving its right to argue later that such conduct does constitute legally actionable harassment.

### **Retaliation**

The Village prohibits retaliation against anyone who files any complaint or charge of harassment or who participates in any investigation into a complaint or charge whether internal or external. Any complaint regarding

retaliation should be reported in the same manner as any complaint regarding discrimination or harassment. An individual who engages in retaliation will be subject to corrective action as appropriate, including, but not limited to, counseling, training, reassignment, the denial of a salary increase, a written warning, a suspension or discharge.

### **Legal Remedies**

These policies and procedures do not preclude an individual from exercising his or her rights or invoking his or her protections afforded by the Illinois Human Rights Act, the State Officials and Employees Ethics Act, the Whistleblower Act, or any other applicable law.

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## 5.18 Victims' Economic Security and Safety Act

Employees may, under appropriate circumstances, be entitled to leave under the Illinois Victims' Economic Security and Safety Act (VESSA). A copy of VESSA is available from the ~~HR-Generalist~~ Human Resources Manager. Employees seeking more information concerning VESSA and its related leave benefits may contact the ~~HR-Generalist~~ Human Resources Manager. All such inquiries will be treated confidentially.

The Village's personnel policies shall be interpreted and applied at all times in compliance with VESSA. In the event of any inconsistency between the Personnel Manual and VESSA, VESSA shall control.

### 1. Leave requirement

A. Basis for leave – An employee who is a victim of ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence or has a family or household member, including Civil Partners, who is a victim of ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence whose interests are not adverse to the employee as it relates to the ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence may take unpaid leave from work to address ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence by:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence to the employee or the employee's family or household member;
2. Obtaining services from a victim services organization for the employee or the employee's family or household member
3. Obtaining psychological or other counseling for the employee or the employee's family or household member;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence or ensure economic security; or
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence.

B. Period – Subject to certification conditions in paragraph 3, an employee shall be entitled to a total of 12 workweeks of leave during any 12-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time



allowed under, or is in addition to, the unpaid leave time permitted by the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.).

C. Schedule – Leave described in paragraph (A) may be taken intermittently or on a reduced work schedule.

## **2. Notice**

The employee shall provide the Village with at least 48 hours' advance notice of the employee's intention to take the leave, unless providing such notice is not practicable. When an unscheduled absence occurs, the Village will not take any action against the employee if the employee, within a reasonable period after the absence, provides certification under paragraph 3.

## **3. Certification**

A. In general – The Village may require the employee to provide certification to the employer that:

1. The employee or the employee's family or household member is a victim of ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence; and
2. The leave is for one of the purposes enumerated in paragraph 1(A).
3. The employee shall provide such certification to the Village within a reasonable period after the employer requests certification.

B. Contents – An employee may satisfy the certification requirement of paragraph 3(A) by providing to the Village his or her sworn statement, and upon obtaining such documents the employee shall provide:

1. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence verifying the effects of the violence and that assistance has been sought;
2. A police or court record; or
3. Other corroborating evidence.

## **4. Employment and Benefits**

A. Restoration to position

1. In general – Any employee who takes leave under this Section for the intended purposes shall be entitled, on return from such leave:
  - a. To be restored by the Village to the position of employment held by the employee when the leave commenced; or
  - b. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
2. Loss of benefits – The taking of leave under this Section shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.
3. Limitations – Nothing in this subsection shall be construed to entitle any restored employee to:
  - a. The accrual of any seniority or employment benefits during any period of leave; or
  - b. Any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.
4. Status Reporting – An employee on leave under this Section shall make arrangements on such terms as may be required by the HR Generalist Human Resources Manager to report periodically to the Village on the status and intention of the employee to return to work.

B. Maintenance of Health Benefits

1. Coverage – Except as provided in paragraph 4(B)(2), during any period that an employee takes leave under this Section, the Village shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
2. Failure to return from leave – The Village may recover the premium that the employer paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this Section if:
  - a. The employee fails to return from leave under this Section after the period of leave to which the employee is entitled has expired; and
  - b. The employee fails to return to work for a reason other than:

- (i) The continuation, recurrence, or onset of ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence that entitles the employee to leave pursuant to this Section; or,
- (ii) Other circumstances beyond the control of the employee.

### C. Certification

1. Issuance – The Village will require an employee who claims that the employee is unable to return to work because of a reason described in paragraph (i) or (ii) of paragraph 4(B)(2)(b) to provide, within a reasonable period after making the claim, certification to the Village that the employee is unable to return to work because of that reason.
2. Contents – An employee may satisfy this certification requirement by providing to the Village:
  - a. A sworn statement of the employee;
  - b. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence and the effects of that violence;
  - c. A police or court record; or,
  - d. Other corroborating evidence.

### 5. Confidentiality

All information provided to the Village pursuant to paragraphs 2, 3 or 4 of this policy, including a statement of the employee or any other documentation, record, or corroborating evidence, the fact that the employee has requested or obtained leave pursuant to this Section, and the fact that the employee is not returning to work because of a reason described in paragraph 4(C) shall be retained in the strictest confidence by the Village, except to the extent that disclosure is:

- a. Requested or consented to in writing by the employee; or
- b. Otherwise required by applicable federal or State law.

### 6. Substitution of accumulated leave for addressing ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence

An employee who has accumulated paid or unpaid leave (sick leave, vacation, personnel holidays, compensatory time, or other leave) from employment may elect to substitute any

period of such leave for an equivalent period of leave provided VESSA.

**7. Village policies concerning non-discrimination, non-interference and non-retaliation**

A. Exercise of rights – Neither the Village nor any Village employee shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this Section.

B. Discrimination – Neither the Village nor any Village employee shall discharge or harass any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment of the individual (including retaliation in any form or manner) because the individual exercised any right provided under VESSA or opposed any practice made unlawful by VESSA.

C. Interference with proceedings or inquiries – Neither the Village nor any Village employee shall discharge or in any other manner discriminate against any individual because such individual:

1. Has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to this Section;
2. Has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this Section; or
3. Has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this Section.

D. Employment – Neither the Village nor any Village employee shall fail to hire, refuse to hire, discharge, or harass any individual, otherwise discriminate against any individual with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner, and a public agency shall not deny, reduce, or terminate the benefits of, otherwise sanction, or harass any individual, otherwise discriminate against any individual with respect to the amount, terms, or conditions of public assistance of the individual, or retaliate against an individual in any form or manner, because:

1. The individual involved:
  - a. Is or is perceived to be a victim of ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence;
  - b. Attended, participated in, prepared for, or requested leave to attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of ~~domestic or sexual violence~~ domestic violence, sexual violence, or gender violence of which the individual or a family or household member of the individual was a victim; or

- c. Requested an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened ~~domestic or sexual violence~~domestic violence, sexual violence, or gender violence, regardless of whether the request was granted; or
  2. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit ~~domestic or sexual violence~~domestic violence, sexual violence, or gender violence against the individual or the individual's family or household member.
- E. Reasonable accommodation – The duty not to discriminate as referenced in this Section includes not making a reasonable accommodation to the extent required under VESSA. Requests for accommodation will be evaluated under the provisions of VESSA on a case by case basis and will be treated in a confidential manner.

TO: Village Board  
FROM: Jason Berry, AICP, Economic & Community Development Director  
SUBJECT: Massage Establishment Business Licensing and Registration  
DATE: December 3, 2019

### **SUMMARY/ BACKGROUND**

Following the recent closure of a massage establishment in Lemont, staff was asked to create stronger licensing requirements for these business types.

The attached ordinance amends the Lemont Code of Ordinances Chapter 5, Business Licensing and Regulations, adding an article for Massage Establishments. The new regulations create application requirements for a massage establishment business license, regulations for issuing a license, expanded ability to revoke or suspend a license, facility and operation requirements. Unlawful Acts are clearly described by the new regulations. The cost of the massage establishment license is \$100 annually plus \$150 per criminal background check, as required by the new code.

The Village can regulate the massage establishment's business license, defined by the new regulations as a fixed place of business. However, as massage therapists are licensed by the State, we cannot apply any additional regulations to the licensing of the therapist. This restricts the Village's ability to provide specific regulations for home-occupations. The Village Attorney has determined that our authority to regulate these business types ends at the business establishment or public business location.

### **STAFF RECOMMENDATION**

Staff is recommending approval of the attached business licensing regulations for massage establishments.

### **BOARD ACTION REQUESTED**

Motion and approval of the attached ordinance

### **ATTACHMENTS**

1. AN ORDINANCE AMENDING THE VILLAGE OF LEMONT CODE OF ORDINANCES, CHAPTER 5, BUSINESS LICENSING AND REGISTRATION, TO ADD A NEW ARTICLE 03 MASSAGE ESTABLISHMENTS

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**VILLAGE OF LEMONT**

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**ORDINANCE  
NUMBER O-\_\_-19**

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**AN ORDINANCE AMENDING THE VILLAGE OF LEMONT CODE OF  
ORDINANCES, CHAPTER 5, BUSINESS LICENSING AND REGISTRATION, TO ADD  
A NEW ARTICLE 03 MASSAGE ESTABLISHMENTS**

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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**

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Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on November \_\_, 2019

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**AN ORDINANCE AMENDING THE VILLAGE OF LEMONT CODE OF ORDINANCES, CHAPTER 5, BUSINESS LICENSING AND REGISTRATION, TO ADD A NEW ARTICLE 03 MASSAGE ESTABLISHMENTS**

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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 has authority and power to regulate for the protection of the public health and welfare; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont (the “Corporate Authorities”) may amend the text of the Municipal Code of the Village from time to time to meet the changing needs of the Village; and

**WHEREAS**, though massage therapists are licensed by the Illinois Department of Financial and Professional Regulations pursuant to the Massage Licensing Act, 225 ILCS 57/1, the Illinois Department of Financial and Professional Regulations does not regulate massage establishments; and

**WHEREAS**, the licensing and regulation of massage establishments is a matter pertaining to public health, safety, morals and welfare and is within the government and affairs of the Village of Lemont.

**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:** The Lemont Code of Ordinances, Chapter 5, “Business Licensing and Regulation” is hereby amended by adding Article 03 entitled “Massage Establishments”, which shall read as follows:

**5.03.010 DEFINITIONS**

For the purpose of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

**APPLICANT:** Any person or entity seeking a massage establishment business license. If it is a corporation or limited liability company, the term shall include any stockholder holding more than five percent (5%) of the stock, and each officer and director. If it is a partnership, it shall include each partner, including each limited partner. It shall also include the manager or the other person principally in charge of the operation of the business.



**EMPLOYEE:** Any person over eighteen (18) years of age, other than a massage therapist, who renders any service in connection with the operation of a massage business and receives compensation from the operator of the business or patrons.

**LICENSE:** The operator of a massage establishment.

**MASSAGE:** Any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the body with the hands, elbows, feet, or with the aid of any mechanical or electrical apparatus or appliance, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, or other similar preparations used in this practice, under such circumstances that it is reasonably expected that the person to whom treatment is provided, or some third party on such person's behalf, will pay money or give any other consideration or gratuity.

**MASSAGE ESTABLISHMENT:** Any establishment having a fixed place of business where any person, firm, association or corporation engages in or carries on, or permits to be engaged in or carried on, a business of providing massages.

**MASSAGE THERAPIST:** Any person who, for any consideration or gratuity whatsoever, engages in the practice of massage and is licensed by the State of Illinois.

**OUTCALL MASSAGE SERVICE:** Any business, a function of which is to engage in or carry on massages at a location designated by the customer or patron rather than at a massage establishment.

**PATRON:** Any person who is offered or received a massage under such circumstances that it is reasonably expected that he or she will pay money or any consideration for such massage.

**SEXUAL MISCONDUCT:** Any unwelcome behavior of a sexual nature that is committed without consent or by force, intimidation, coercion, or manipulation.

**SEXUAL OR GENITAL AREA:** Genitals, public area, anus, or perineum of any person, or the vulva or breasts of a female.

**STATE LICENSE:** A valid license issued pursuant to the Illinois Massage Licensing Act, 225 Illinois Compiled Statutes 57/1 et seq.

**5.03.020: MASSAGE BUSINESS LICENSE REQUIRED:**

- A. Massage Business license Required; Exceptions: No person or entity shall operate a massage establishment unless that person has a valid massage establishment business license issued by the Village pursuant to the provisions of this article for each and every separate office or place of business in the Village. However, where individuals possessing the license required in subsection B of this section, perform massage in their own homes or as an outcall massage service without a massage establishment in Lemont, no massage

business license shall be required for that home. When a licensee performs a massage in his or her own home, the requirements of the Lemont zoning code pertaining to home occupations shall apply. All massage establishments within the village shall be licenses on or before September 1, 2018, which licenses shall expire on December 31, 2019. Thereafter, all licenses shall be due on or before January 1 of each year and will terminate on December 21<sup>st</sup> following such issuance, unless sooner suspended or revoked.

- B. State License Required: No person shall engage in massage for compensation or other consideration, unless the person has a valid state license issues pursuant to the Massage Licensing Act, 225 ILCS 57/1 et seq.

**5.03.030: APPLICATION FOR MASSAGE ESTABLISHMENT BUSINESS LICENSE:**

- A. Every applicant for a license to maintain, operate, or conduct a massage establishment shall file an application, under oath, with the Village of Lemont upon a form provided by the Village Clerk and pay a nonrefundable annual license fee, in the amount set forth in Section 10-1-19 of this Chapter. Copies of the massage establishment business license application shall be forwarded to the Director of Community Development. The Director of Community Development shall, within thirty (30) days of receiving a complete application, cause an inspection of the premises proposed to be operated as a massage establishment and upon inspection, shall prepare a written report concerning compliance with the applicable regulations. The complete application, once accepted, shall also be referred to the Police Department will perform the required criminal record check. Background investigations shall require the submission of fingerprints for the owner/applicant/s and the manager/s. The cost of the criminal record check and cost of fingerprint submissions shall be borne by the applicant.
- B. Each application shall contain the following information:
  - 1. The name under which the business will be conducted and a complete statement of the service or services to be provided.
  - 2. The location, mailing address and all telephone numbers where the business is to be conducted. If the premises is leased, the name and address of the owner of the premises, and if the premises is held in a trust, the names and addresses all owners of the beneficial interest in the trust. A copy of the lease for the premises shall also be provided.
  - 3. Federal employer identification number (FEIN) and state of Illinois business tax number (IBT)
  - 4. The name and residences address of each applicant (all provisions which refer to applicant include an applicant which may be a corporation, limited liability company or partnership).
    - a. If applicant is a corporation or limited liability company, the term applicant includes each of the officers, directors, member or manager of the corporation or company

and of each stockholder owning more than five percent (5%) of the stock of the corporation or company.

- b. If applicant is a partnership, the term applicant includes each of the partners including limited partners.
  - c. If the applicant is a corporation, Limited Liability Company or partnership, the business address of the partnership, if different from the address of the massage establishment shall be provided.
5. The two (2) previous address immediately prior to the present address of each applicant.
  6. Proof that each applicant is at least eighteen (18) years of age.
  7. Copy of a government issued photo identification, such as a driver's license or State of Illinois Identification for each applicant.
  8. One portrait photograph of each applicant at least two inches by two inches (2" x 2") and a complete set of applicant's fingerprints shall be taken by the chief of police or his/her agent. If the applicant is a partnership, limited liability company, or corporation, the chief of police shall have the right to require fingerprints of any and all officers, shareholders, directors, partners, members, managers or agents of the entity along with the fee for each.
  9. Business, occupation or employment of each applicant for the three (3) years immediately preceding the date of application.
  10. The massage or similar business license history of the applicant; whether such person, in previously operating in this or another municipality, county or state, has had a business license revoked or suspended, the reason for the revocation or suspension, and the business activity or occupation subsequent to such action of suspension or revocation.
  11. All criminal convictions other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted for each applicant.
  12. The name and residence address of each person who shall be employed as massage therapists, managers, assistant managers or any other persons principally in charge of the operation of the business, whether such persons are employees or independent contractors. Each application shall be accompanied by a copy of the state license issued by the state of Illinois authorizing the practice of massage therapy under the Massage Licensing Act, 225 ILCS 57/1 et seq. Each application shall also be accompanied by a copy of a photo identification card such as an Illinois driver's license or Illinois identification card for each massage therapist, manager, assistant manager or any other person principally in charge of the operation of the business. The business license holder shall provide the information required herein for every new employee or independent

contractor employed, to the Village Clerk, at least ten (10) business days prior to the person beginning work at the premises.

13. The name and address of any other business owned or operated by any person whose name is required to be given as an applicant as provided in subsection B.4 of this section.
14. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.
15. Authorization of the Village, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and qualifications of the applicant for the permit. Authorization for the Village or its agents to inspect the premises.
16. Such other identification and information necessary to discover the truth of the matters required to be set forth in the application.

- C. Upon the completion of the above provided form and the furnishing of all foregoing information, the Village Clerk shall accept the completed application for the necessary investigations. The holder of a massage establishment license shall notify the Village Clerk of each change in any of the data required to be furnished by this section within ten (10) days after such change occurs.

**5.03.040: ISSUANCE OF LICENSE FOR A MASSAGE ESTABLISHMENT:**

The Village of Lemont shall issue a license for a massage establishment if all requirements for a massage establishment described in this article are met unless it finds one or more of the following:

- A. The license application is incomplete, is missing required documentation, or the correct license fee or other fees or fines owed to the Village of Lemont have not been tendered to the Village.
- B. The operation, as proposed by the applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the Village's building, zoning, and health regulations.
- C. The applicant or employees, other than massage therapists, have been found guilty of any of the following offenses or found guilty of an offense outside the state of Illinois that would have constituted any of the following offenses if committed within the state of Illinois:
  1. An offense involving the use of forces and violence upon the person of another that amounts to a felony.
  2. An offense enumerated in any provision of article 11, entitled "sex offenses", of the Illinois criminal code, 720 Illinois Compiled Statutes 5/11-1 et seq., as amended from time to time.

3. Any offense involving possession or delivery of a controlled substance or other illegal drug offenses that amounts to a felony.
  4. A felony offense enumerated in article 24, deadly weapons, of the Illinois Criminal Code, 720 Illinois Compiled Statutes 5/24-1 et seq., as amended from time to time, or any other offense that involves the use of weapons.
  5. Any crime of moral turpitude. The Village of Lemont may issue a license to any person found guilty of (or whose employees, other than massage therapists, have been found guilty of) any of the crime described in subsection C.1 through C.4 of this section only if it determines that such finding of guilty occurred more than ten (10) years prior to the date of the application and the individual has had no subsequent felony findings of guilty of any nature and no subsequent misdemeanor findings of guilty for a crime or crimes set forth in this section. Further, for the purpose of this section, any finding of guilty, including an order resulting in supervision, shall apply.
- D. Any applicant has knowingly made any false, misleading or fraudulent statement of fact or failed to disclose or attempted to conceal required information or a fact in the license application or in any other documents required by the Village.
  - E. Any applicant has had a massage business, massage therapy or other similar permit or license denied, revoked or suspended by the Village or any other state, county or local agency within five (5) years prior to the date of the application.
  - F. Any applicant is not eighteen (18) years of age or older.
  - G. Copies of the state licenses of persons, who will be providing massage services at the business establishment, including outcall services, have not been provided.
  - H. The business is licenses as a sexually oriented business as defined in 10-10-3 DEFINITION.

**5.03.050: APPROVAL OR DENIAL OF APPLICATION:**

The Village of Lemont, through the Village Clerk or designee shall act to approve or deny an application for a license under this article within a reasonable period of time and in no event shall the Village of Lemont act to approve or deny said license later than ninety (90) days from the date that a full and complete application was filed with the Village.

**5.03.060: POSTING OF LICENSE; PHOTO IDENTIFICATION CARD:**

- A. The state licenses issues to each massage therapist shall be posted in the reception area for patrons, or in the therapist's work area shall be available for immediate inspection.
- B. The Village's Paper Massage Business License shall be posted in a publicly viewable area and the Village's Sticker Massage Business License shall be posted in a front window.

- C. In the event of the loss or destruction of a license issued pursuant to this article, upon written application to the Office of the Clerk, and payment of a fee of \$5, a duplicate license will be issued, noting it is a reissued license.
- D. Every massage therapist shall possess a government issued photo identification card while on the licensed premises and produce such identification card upon request and any representative of this Village of Lemont.
- E. To provide outcall massage service, the massage therapist must possess a government issued photo identification card and state license in the name of the individual providing the service.
- F. Every manager, assistant manager or other person principally in charge of the operation of the business shall possess a government issued photo identification card while on the licenses premises and produce such identification card upon request of any representative of the Village of Lemont.

**5.03.070: REGISTER OF EMPLOYEES:**

The licensee or person designated by the licensee of a massage establishment shall maintain a register of all persons employed at any time, including massage therapists, along with their current photographs and a copy of their licenses. Such register shall be available at the massage establishment to representatives of the Village of Lemont during regular business hours.

**5.03.080: REVOCATION OR SUSPENSION OF LICENSE:**

- A. Any license issued for a massage establishment may be revoked or suspended by the Village of Lemont after notice and a hearing by the Mayor or designee, for good cause, or in any case where any of the provisions of this article are violated or where any employee of the licensee, including a massage therapist, is engaged in any conduct which violates any of the state or local laws or regulations at licensee's place of business. Such license may also be revoked or suspended by the Village of Lemont after notice and hearing, upon the recommendations of the inspector that such business is being managed, conducted or maintained without regard to proper sanitation and hygiene.
- B. Notice of the hearing for revocation of a license or permit shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be sent by certified mail (return receipt requested) to the licensee or permittee at his or her last known address, at least three days prior to the date set for the hearing. Notice will also be posted on a public bulletin board and the Village website no less than 48 hours before the hearing. A stenographic or electronically recorded record of the hearing shall be kept. The Village shall pay the cost of attendance fees of the reporter and the costs of the transcript, if such transcript shall be ordered by the Village. The licensee or permittee shall pay the cost of any transcript ordered by him or her.
- C. Within a reasonable time after the conclusion of the hearing, but not later than 30 days after

such conclusion, the Mayor shall file a written decision in which he or she has summarized the evidence and has stated the reasons for his or her decision. If a license has been revoked for any cause, no license shall be granted to any person for the conduct of the business of a massage establishment at that location for a period of twelve (12) months.

- D. No person shall destroy, obliterate, take, remove or carry away without the consent of the owner any license, certificate, plate or sticker which has been issued by the Village, except when such license, certificate, plate or sticker has been discontinued or the licensed premises have been abandoned. Nothing herein shall prevent the Mayor or his or her duly authorized representative from removing any license, certificate, plate or sticker from the possession of a former licensee, his or her premises, any vehicle or any machine when such license has been revoked under the provisions of this code.

**5.03.090: REVOCATION OF MASSAGE THERAPIST LICENSE:**

A massage therapist license issued by the state may be revoked or suspended in accordance with the Illinois Massage Licensing Act, 225 Illinois Compiled Statutes 57/1 et seq., as it may be amended from time to time. The Chief of Police shall report any and all suspected violations to the department of professional regulation.

**5.03.100: FACILITY REQUIREMENTS:**

Every location for which a massage establishment license is sought shall, in addition to meeting all other Village regulations, comply with the following:

- A. The minimum number of plumbing fixtures shall be provided and maintained as required by code.
- B. The establishment will comply with all building, property maintenance, and fire codes.

**5.03.010: OPERATING REQUIREMENTS:**

- A. Prices for all services shall be prominently posted in the reception area in a location available to all prospective customers on a placard of at least 8 inches by 10 inches.
- B. All employees, including massage therapists, shall wear nontransparent outer garments.
- C. The sexual or genital areas of patrons must be covered with nontransparent towels, cloths, or undergarments when in the presence of an employee or massage therapist.
- D. No massage therapist, employee, or licensee shall perform, offer, or agree to perform any act, which shall require the touching of a patron's sexual or genital area.
- E. Any reception or waiting area shall be open to the public and visible from outside of the immediate entrance of establishment, e.g., storefront windows and any entrance door shall be transparent and unobstructed. Any exterior windows or doors with a view to

the waiting area or reception area must be free of any posting or material that would obstruct the view of the waiting area or reception area from the outside of the establishment. No massage establishment shall be equipped with tinted or one-way glass in any room or office. No doors to corridors or individual massage rooms shall be equipped with a lock or shall be obstructed.

- F. No massage establishment granted a license under the provisions of this article shall place, publish or distribute or cause to be placed, published or distributed any advertisement, picture, or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage services.
- G. No massage establishment granted a license under the provisions of this article shall depict, place, publish, distribute, or cause to be depicted, placed, published, or distributed any advertising matter that suggests to prospective patrons that any services are available other than those services permitted by this article, or which would suggest that employees or massage therapists are dressed in any manner other than that permitted by this article.
- H. No advertising will suggest or describe the physical characteristics of employees or massage therapists.
- I. No person shall be denied a massage or access to the massage establishment because of gender.
- J. No massage establishment or employee of any massage establishment may display or offer to others any novelties, instruments, devices, or paraphernalia that are designed primarily for use in connection with specified sexual activities or that give the appearance of or simulate any of the specified anatomical areas.
- K. An owner or manager of the massage establishment must be present during all operating hours.

#### **5.03.120: PERSONS UNDER AGE EIGHTEEN PROHIBITED ON PREMISES:**

It shall be unlawful to permit any person under the age of eighteen (18) years to be offered or receive a massage at any massage business establishment unless accompanied by, or with written consent of, a parent or legal guardian.

#### **5.03.130: ALCOHOLIC BEVERAGES PROHIBITED:**

No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on any premises used in any way for or by a massage business, patron or massage therapist.



### **5.03.140: HOURS:**

No portion of any business premises used in any way for or by a massage business shall be kept open for any purpose between the hours ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.

### **5.03.150: EMPLOYMENT OF MASSAGE THERAPIST:**

No person shall employ, as a massage therapist, any person unless the employee has obtained and has in effect a state license issued by the Illinois Department of Professional Regulation pursuant to the Illinois Massage Licensing Act, 225 Illinois Compiled Statutes 57/1 et seq., as it may be amended from time to time. Or a reciprocal license as defined by 225 ILCS 57/1 et seq.

### **5.03.160: INSPECTIONS REQUIRED:**

Upon issuance of a massage establishment business license, in addition to the inspection requirements of this article, the licensee shall provide any representative of the Village with reasonable opportunity to inspect the premises for which the license is issued and to interview the licensee's agents and employees for the purpose of determining that the provisions of this article and other applicable ordinances and state and federal laws are being complied with. It shall be unlawful for any person to fail to allow any representative of the Village access to the premises of the massage establishment or to hinder such access in any manner.

### **5.03.170: UNLAWFUL ACTS:**

- A. It shall be unlawful for any person, in a massage establishment, to place his or her hand or hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital area of any other person.
- B. It shall be unlawful for any person, in a massage establishment, to expose his or her sexual or genital area to any other person. It shall also be unlawful for any person, in a massage establishment, to expose the sexual or genital area of any other person.
- C. It shall be unlawful for any person, while in the presence of any other person in a massage establishment, to fail to conceal with a fully opaque covering, the sexual or genital area of his or her body.
- D. It shall be unlawful for any person to perform, offer or agree to perform any act which shall require the touching of a patron's sexual or genital area or any unlawful act, as defined in 720 Illinois Compiled Statutes 5/11-14, 5/11-14.1, 5/11-14.3, and 5/11-14.4, which are incorporated as now or hereafter amended.
- E. It shall be unlawful for any person owning, operating or managing a massage establishment, to cause, allow or permit in or about such massage establishment, any agent, employee or any other person under his or her control or supervision to perform

such acts prohibited in subsection A, B, C or D of this section.

- F. It shall be unlawful for any licensee under this article to administer or permit massage within the Village, except within the establishment licensed to carry on such business under this article or as outcall massage service.
- G. It shall be unlawful for any massage service to be carried on within any cubicle, room, booth or any area within a massage establishment, which is fitted with a door capable of being locked. Toilets and cubicles used solely for the application of liquid and vapor baths shall be clearly marked as to purposes on the exterior door or curtain of the cubicle, room or booth. Nothing contained in this article shall be construed to eliminate any other regulation concerning the maintenance of premises, or to preclude authorized inspection of any premises, whenever such inspection is deemed appropriate by the Carol Stream Police Department.

**5.03.180: MASSAGE ESTABLISHMENT LICENSE; EXEMPTIONS:**

The massage establishment license shall not be required for hospitals, nursing homes, sanatoriums, or any facility at which a healthcare worker duly licensed by the state of Illinois provides, on an ongoing basis, professional health services to individuals, including, but not limited to, the offices of an occupational therapist licensed under the Illinois Occupational Therapy Practice Act, 225 Illinois Compiled Statutes 75/1 *et seq.*; a physical therapist licensed under the Medical Practice Act, 225 Illinois Compiled Statutes 60/1 *et seq.*; a chiropractor licensed under the Medical Practice Act, 225 Illinois Compiled Statutes 60/1 *et seq.*; and a naprapath listed under the Illinois Naprapathic Practice Act, 225 Illinois Compiled Statutes 63/1 *et seq.*

**5.03.190: SALE OR TRANSFER OR CHANGE OF LOCATION:**

No license issued under the provisions of this Article is transferable. Upon sale, transfer or relocation of a massage establishment, the license shall be null and void and a new license required. Upon the death or legal incapacity of the licensee or any co-licensee of the massage establishment, any heir or beneficiary of a deceased licensee, or any legal guardian of an heir or beneficiary of a deceased licensee, or any legal guardian of any legally incapacitated licensee, may continue the business of the massage establishment for a reasonable period of time not to exceed sixty (60) days to allow for an orderly transition and application for a new license.

**5.03.200: NAME AND PLACE OF BUSINESS:**

No person granted a license pursuant to this article, shall operate the massage establishment under a name not specified in the license, nor shall the person conduct business under any designation or location not specified in the license, except that the location for outcall massage service need not be specified on the license.

### **5.03.210: JOINT AND SEVERAL LIABILITY:**

Any act or failure to act of an employee, a person performing massage at or on behalf of a massage establishment, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this article.

### **5.03.220: PUBLIC NUISANCE:**

It is determined and declared by the corporate authorities to be a public nuisance and a menace to the health, safety and welfare for any person, firm association or corporation to establish, operate, or maintain a massage establishment, whether open to the public generally or operated as a private or semi-private club, within the village where any massage therapist, employee or patron touches, rubs, strokes, kneads, massages, fondles, or manipulates the genital area of any other person or exposes his or her sexual or genital area to any other person for the purpose of sexual arousal and/or sexual gratification. Touching of the genital area by a licensed physician, chiropractor, osteopath, or nurse for the purpose of medical examination or treatment shall not constitute a public nuisance hereunder.

### **5.03.230: DUTY TO REPORT:**

All employees, managers and agents of a massage establishment are mandated reporters and shall immediately report to the Lemont Police Department within one business day of any sexual misconduct that is observed or any allegations of sexual misconduct that are reported.

### **5.03.240: VIOLATION AND PENALTY:**

Any person violating any provisions of this article shall be punished by a fine as determined by the Baroi Stream Code of Ordinances 15-4-5 INPEX OF MINIMUM FINES. Penalties for ordinance violations may also be determined by administrative adjudication. A separate offense shall be deemed committed each time on each day during or on which violation occurs or is permitted to occur.

### **5.03.250: ANNUAL FEE ORDINANCE:**

The annual fee for a business license of this section shall be presented by ordinance. In the absence of provisions to the contrary, all fees and charges shall be paid in advance at the time application therefore is made to the Planning and Economic Development Department. Except as otherwise provided all license fees shall become a part of the corporate fund.

## **SECTION 2: ANNUAL FEE ORDINANCE.**

FY 2019-202 is hereby amended by adding Section 3 Massage Establishment License: \$100.00 a year plus \$150.00 per criminal background check.

**SECTION 3: EFFECTIVE DATE.**

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

**SECTION 4: REPEAL OF CONFLICTING PROVISIONS.**

All ordinances and resolutions, or parts, thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

**SECTION 5: SEVERABILITY.**

If any provision of this Ordinance or application therefor to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance than can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance are severable.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS \_\_\_\_\_ DAY OF NOVEMBER, 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

TO: Village Board

FROM: Chief Marc R. Maton

THROUGH: Village Administrator George Schafer

SUBJECT: Revision of Ordinance 10.12.055. – All-way stop intersection designated.

DATE: December 9<sup>th</sup> 2019

## SUMMARY/ BACKGROUND

The Village of Lemont has an ordinance establishing the location of all stop signs within the Village. On October 8th, 2019 the Village of Lemont Traffic Safety Committee met and reviewed several requests from citizens and Homeowners Associations for additional stop signs to be erected. The Traffic Safety Committee identified six (6) intersections that they believe additional stop signs should be erected to increase the safety of the Village streets and fit within the established guidelines for installation of new stop signs.

## ANALYSIS

### *Consistency with Village Policy*

The Village has a stake in ensuring that motorists and pedestrians have a safe environment in which to travel and work. The Traffic Safety Committee reviewed the current ordinance after receiving complaints of unsafe conditions at several intersections and determined that three of the requests warranted further review. The stop signs requested in two of the areas are in recently completed subdivisions where no initial assessment for stop sign placement was ever completed.

The first area where additional signage is need is in the Glens of Connemara subdivision. The Homeowners Association sent a formal letter requesting signs to the Village of Lemont Public Safety Specialist. The Traffic Safety Committee determined that three (3) intersections in the subdivision (Dunmoor St / Lismore St.; Dunmoor St. / Waterford St.; Lismore St. / Waterford St.) should have all-way stop signs installed based on the following criteria:

- The streets in the subdivision have long distances of uninterrupted traffic flow.
- The intersections are unsignalized in a signalized area.
- Written request from an elected Homeowners Association Board.

The second area where additional signage is needed was in the Rolling Meadows and adjacent Mayfair subdivisions. Requests from signage were received from numerous citizens of the Rolling Meadows and Mayfair subdivisions. The Traffic Safety Committee

determined that two (2) intersections in the subdivision (Christopher St / Klappa St.; Mayfield St. / Klappa St.) should have all-way stop signs installed based on the following criteria:

- The intersections are unsignalized in a signalized area.
- The intersections have a park and crosswalk in the immediate vicinity.

The third area requiring additional signage was at the intersection of Division Street and Park Street. The request came from area residents and an area daycare center. The Traffic Safety Committee determined that an all-way stop sign was needed at Division St. and Park St. based on the following criteria:

- The intersection is under signalized in a signalized area.
- The intersection has a restricted view.

Traffic surveys were conducted in each of the areas where additional signage is being recommended. Attached are photographs detailing the locations of recommended signage.

*Budget (if applicable).* Not applicable

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

*Other Subheadings,*

*Ordinance Section* The Village Code, as amended, with deletions in strikethrough and additions in underlined text so that Section 10.12.055 shall be read as follows:

**10.12.055 – All-way stop intersections designated.**

Stop signs shall be erected at the following locations:

- (1) Cambridge Drive and Oxford Court;
- (2) Camelot Drive and St. Vincent's Drive;
- (3) Hillview Drive and Freehauf Street;
- (4) Hillview Drive and Keepataw Drive;
- (5) Hillview Drive and Una Avenue;
- (6) Keepataw Drive and Freehauf Street;
- (7) Kim Place and Keepataw Drive;
- (8) Kip Place and Keepataw Drive;



- (9) Ledochowski Street and Schultz Street;
- (10) Lemont Street and Cass Street;
- (11) Lemont Street and Main Street;
- (12) Logan Street and Walnut Street;
- (13) Main Street and Holmes Street;
- (14) McCarthy Street and Sobieski Street;
- (15) Peiffer Street and Warner Avenue;
- (16) Peiffer Street and Eureka Drive;
- (17) Roberta Street and Warner Avenue;
- (18) Schultz Street and Houston Street;
- (19) Singer Avenue and Custer Street;
- (20) Sobieski Street and Ledochowski Street;
- (21) Stephen Street and Illinois Street;
- (22) Warner Avenue and Custer Street;
- (23) Warner Avenue and Eureka Drive;
- (24) Weimer Avenue and Warner Avenue;
- (25) Wend Street and Walter Street;
- (26) Woodcrest Lane and Wild Oak Drive;
- (27) Kromray Road and Senon Drive;
- (28) Covington Drive and Camelot Lane;
- (29) Covington Drive and Overton Drive;
- (30) Covington Drive and Norwalk/Overton Drive;
- (31) Covington Drive and Auburn Drive;
- (32) St. Vincent Drive and Covington Drive;
- (33) Harvest Drive and Rolling Meadow Drive;





- (34) Walter Street and Megan Lane;
- (35) Weimer Street and Walter Street;
- (36) Pasture Drive and Rolling Meadows Drive;
- (37) Norwalk Road and Covington Lane;
- (38) 127th Street and Timberline Drive;
- (39) Timberline Drive and Roberta Street;
- (40) Deer Lane and Gordon Lane;
- (41) Covington Drive and Mammoth Street;
- (42) Wend Street and Timberline Drive;
- (43) East Street and Lintz Street;
- (44) Division Street and Division Court;
- (45) Briarcliffe Drive and Windsor Court;
- (46) Warner Avenue and Norton Avenue;
- (47) Eagle Crest Drive and Connaught Street;
- (48) Drawbridge Lane and Camelot Lane;
- (49) Monmouth Drive and Auburn Drive;
- (50) First Street and Berkley Lane; and
- (51) First Street and Schultz Street.
- (52) Roberta Street and Walter Street.
- (53) Roberta Street and Doolin (East) Street.
- (54) Dunmoor Street and Lismore Street.
- (55) Dunmoor Street and Waterford Street.
- (56) Lismore Street and Waterford Street.
- (57) Division Street and Park Street.



(58) Christopher Street and Klappa Street.

(59) Mayfield Street and Klappa Street.

(Code 1988, § 10.12.056; Ord. No. O-47-08, § 1, 9-22-2008; Ord. No. O-64-09, § 1, 9-14-2009; Ord. No. O-34-10, § 1, 5-24-2010; Ord. No. O-90-10, § 1, 11-22-2010; Ord. No. O-38-13, § 2, 9-23-2013; Ord. No. O-34-14, § 3, 6-9-2014; Ord. No. O-31-18, § 2, 8-13-2018)

**(State Law reference – Authority to designate stop intersections, 625 ILCS 5/11-208(a)(6); vehicles approaching stop or yield intersections, 625 ILCS 5/11-904.)**

#### **STAFF RECOMMENDATION:**

Staff recommends the updating of the Village Ordinance to include the additional signage locations.

#### **BOARD ACTION REQUESTED**

Passage of the Ordinance as amended.

#### **ATTACHMENTS**

The Glens of Connemara Homeowners Association Letter  
Stop Signs – Signage Location Photos





July 2, 2019

Dear Tony Camardo,

This letter will serve as an official request from the Glens of Connemara Homeowner's Associate Board to the Village of Lemont to work with the Lemont Police Department to conduct a traffic assessment of the Glens of Connemara subdivision, with the end goal of installing more stop signs in the subdivision.

Thank you for your support in this initiative.

Sincerely,

The Glens of Connemara Homeowner's Association Board

Liz Khouri

Jerry Lucente

Muhammad Matariyeh

Jamie Strauss

Matt Swason



*Figure 1 Division at Park W/B*



*Figure 2 Park St. N/B*



*Figure 3 Park St. / Division St. Showing elevation and obstruction.*

**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 9<sup>TH</sup> DAY OF DECEMBER 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 9<sup>th</sup> day of December 2019**

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

**AN 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 2 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, Chapter 12.055 – All-way stop intersections designated, with deletions in strikethrough and additions in underlined text so that Chapter 12.055 shall be read as follows:

**10.12.055. – All-way stop intersections designated**

- Stop signs shall be erected at the following locations:

- (1) Cambridge Drive and Oxford Court;
- (2) Camelot Drive and St. Vincent's Drive;
- (3) Hillview Drive and Freehauf Street;
- (4) Hillview Drive and Keepataw Drive;
- (5) Hillview Drive and Una Avenue;
- (6) Keepataw Drive and Freehauf Street;

- (7) Kim Place and Keepataw Drive;
- (8) Kip Place and Keepataw Drive;
- (9) Ledochowski Street and Schultz Street;
- (10) Lemont Street and Cass Street;
- (11) Lemont Street and Main Street;
- (12) Logan Street and Walnut Street;
- (13) Main Street and Holmes Street;
- (14) McCarthy Street and Sobieski Street;
- (15) Peiffer Street and Warner Avenue;
- (16) Peiffer Street and Eureka Drive;
- (17) Roberta Street and Warner Avenue;
- (18) Schultz Street and Houston Street;
- (19) Singer Avenue and Custer Street;
- (20) Sobieski Street and Ledochowski Street;
- (21) Stephen Street and Illinois Street;



- (22) Warner Avenue and Custer Street;
- (23) Warner Avenue and Eureka Drive;
- (24) Weimer Avenue and Warner Avenue;
- (25) Wend Street and Walter Street;
- (26) Woodcrest Lane and Wild Oak Drive;
- (27) Kromray Road and Senon Drive;
- (28) Covington Drive and Camelot Lane;
- (29) Covington Drive and Overton Drive;
- (30) Covington Drive and Norwalk/Overton Drive;
- (31) Covington Drive and Auburn Drive;
- (32) St. Vincent Drive and Covington Drive;
- (33) Harvest Drive and Rolling Meadow Drive;
- (34) Walter Street and Megan Lane;
- (35) Weimer Street and Walter Street;
- (36) Pasture Drive and Rolling Meadows Drive;

- (37) Norwalk Road and Covington Lane;
- (38) 127th Street and Timberline Drive;
- (39) Timberline Drive and Roberta Street;
- (40) Deer Lane and Gordon Lane;
- (41) Covington Drive and Mammoth Street;
- (42) Wend Street and Timberline Drive;
- (43) East Street and Lintz Street;
- (44) Division Street and Division Court;
- (45) Briarcliffe Drive and Windsor Court;
- (46) Warner Avenue and Norton Avenue;
- (47) Eagle Crest Drive and Connaught Street;
- (48) Drawbridge Lane and Camelot Lane;
- (49) Monmouth Drive and Auburn Drive;
- (50) First Street and Berkley Lane; and
- (51) First Street and Schultz Street.

(52) Roberta Street and Walter Street.

(53) Roberta Street and Doolin (East) Street.

(54) Dunmoor Street and Lismore Street.

(55) Dunmoor Street and Waterford Street.

(56) Lismore Street and Waterford Street.

(57) Division Street and Park Street.

(58) Christopher Street and Klappa Street.

(59) Mayfield Street and Klappa Street.

(Code 1988, § 10.12.056; Ord. No. O-47-08, § 1, 9-22-2008; Ord. No. O-64-09, § 1, 9-14-2009; Ord. No. O-34-10, § 1, 5-24-2010; Ord. No. O-90-10, § 1, 11-22-2010; Ord. No. O-38-13, § 2, 9-23-2013; Ord. No. O-34-14, § 3, 6-9-2014; Ord. No. O-31-18, § 2, 8-13-2018)

**(State Law reference – Authority to designate stop intersections, 625 ILCS 5/11-208(a)(6); vehicles approaching stop or yield intersections, 625 ILCS 5/11-904)**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 9<sup>th</sup> DAY OF DECEMBER 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: George J. Schafer, Village Administrator  
SUBJECT: A RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT  
AND RELEASE (RTA V. CITY OF KANKAKEE)  
DATE: December 5, 2019

### **SUMMARY/ BACKGROUND**

Several years ago, the Village of Lemont along with several other municipalities, the County of Cook and the Regional Transit Authority (RTA) filed suit against Kankakee and Channahon for lost sales tax revenues that would've otherwise been distributed to the entities filing suit. In 2016 the Village (and other plaintiffs) approved a settlement agreement relating to the lawsuit and now the Village is in the process of receiving distributions from that settlement. In June and July of 2019 the Village Board approved a second and third settlement. This is the final settlement that needs to be approved. Attached to this memo is that final settlement agreement that all plaintiffs must execute prior to additional distributions. The Village's prior council has been handling the case and recommends the execution of the included settlement agreement. The Village's current council agrees to the settlement as well.

### **BOARD ACTION REQUESTED**

Motion to Approve Resolution

### **ATTACHMENTS**

- Resolution and Settlement Agreement

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**VILLAGE OF LEMONT**

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

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**A RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT AND RELEASE  
(RTA V. CITY OF KANKAKEE)**

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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 AUTHORIZING SETTLEMENT AGREEMENT AND RELEASE  
(RTA V. CITY OF KANKAKEE)**

**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 a Settlement Agreement and Release relating to the lawsuit captioned RTA et al. v. City of Kankakee, Consolidated Cases No. 11 CH 29744 and 2011 CH 34266; and

**WHEREAS**, the Mayor and Board of Trustees find that it is in the best interests of the Village to authorize the Settlement Agreement and Release as further provided below.

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

**SECTION 1:**

The Settlement Agreement and Release relating to the lawsuit captioned RTA et al. v. City of Kankakee, Consolidated Cases No. 11 CH 29744 and 2011 CH 34266, attached hereto as Exhibit A and incorporated in its entirety, is hereby approved.

**SECTION 2:**

The Mayor is authorized to execute the Settlement Agreement and Release attached hereto as Exhibit A, to make minor changes to the document prior to execution which does not materially alter the Village’s obligations, and to take any other steps necessary to carry out this Resolution.

**SECTION 3:**

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

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

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

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

*Attest:*

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



**EXHIBIT A**  
*Settlement Agreement and Release*

## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) made as of the 31st day of May, 2019, by and between the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, “PLAINTIFFS”)) and Defendant the CITY OF KANKAKEE (KANKAKEE), WITNESSETH.

### **RECITALS**

WHEREAS, the RTA is a special purpose unit of local government and municipal corporation of the State of Illinois with service to and jurisdiction over the following counties in respect to mass ground public transit: Cook, DuPage, Kane, Lake, McHenry, and Will;

WHEREAS, the COUNTY of COOK is a body politic and corporate of the State of Illinois;

WHEREAS, the Villages of FOREST VIEW; TINLEY PARK; ORLAND PARK; ELK GROVE VILLAGE; HAZEL CREST; and NORTHBROOK are Illinois home rule municipalities;

WHEREAS, the Villages of LEMONT and MELROSE PARK are Illinois non-home rule municipalities;

WHEREAS, the PLAINTIFFS are entitled to certain shares of retailers’ occupation taxes imposed on the business of selling tangible personal property within their jurisdictions pursuant to state law (“sales tax”);

WHEREAS, KANKAKEE is an Illinois home rule municipality in Kankakee County, Illinois.

WHEREAS, at all times relevant, KANKAKEE was party to multiple written non-brokered economic development agreements (the “Direct EDAs”) with certain retailers identified in Counts IV, V, VI and VII of the Sixth Amended Complaint filed by RTA in the Lawsuit referenced below (the “RETAILERS”). Pursuant to the Direct EDAs, the RETAILERS reported to the Illinois Department of Revenue (the “Department”) that certain of their sales took place in KANKAKEE, and thereafter received incentive payments measured as a percentage of taxes collected from their reported retail sales in that municipality;

WHEREAS, the PLAINTIFFS assert that the RETAILERS subject to the Direct EDAs engaged in the business of selling within one or more of the PLAINTIFFS’ taxing jurisdictions, but improperly reported those sales as taking place in KANKAKEE;

WHEREAS, the PLAINTIFFS assert that, as a result of the mis-reporting of retail sales as taking place in KANKAKEE, the PLAINTIFFS lost sales tax revenues that would otherwise have been paid to them by the State of Illinois, as well as a 30% Public Transportation Fund match payable to the RTA pursuant to 70 ILCS 3615/4.09(a)(1)-(2);

WHEREAS, KANKAKEE denies the impropriety of entering into the Direct EDAs; denies that there has been any mis-sourcing or mis-reporting of retail sales; denies that it facilitated any mis-sourcing or mis-reporting of retail sales in any respect; and further denies that the PLAINTIFFS lost any sales tax revenue as a result of their actions;

WHEREAS, the PLAINTIFFS brought suit against KANKAKEE and others in the Circuit Court of Cook County, Illinois, as consolidated cases 2011 CH 29744 and 2011 CH 34266 (the “Lawsuit”) alleging violations of Illinois statutory and common law, including violations of 65 ILCS 5/8-11-21, and losses due to the improper sourcing of sales taxes;

WHEREAS, KANKAKEE denies any wrongdoing or violation of law, and further denies any liability to PLAINTIFFS; and

WHEREAS, the aforementioned parties are desirous of resolving all contested matters presently existing in regard to KANKAKEE’s Direct EDAs with RETAILERS;

NOW, THEREFORE, IT IS AGREED as follows:

### **SETTLEMENT TERMS**

1. Each of the recitals set forth above is expressly incorporated herein.
2. KANKAKEE shall cause to be paid to the PLAINTIFFS the sum of Four Hundred Thousand dollars (\$400,000.00) (the “Settlement Amount”) within seven (7) days of execution of this Agreement. Said payment shall be delivered and made payable to the RTA and the County of Cook for distribution among the PLAINTIFFS in any manner agreed to by and between the PLAINTIFFS.
3. Commencing not later than the date of execution of this Agreement, KANKAKEE will terminate any and all agreements between it and the RETAILERS regarding the sourcing of sales taxes to KANKAKEE and will not re-enter, renew, or otherwise make operational the Direct EDAs previously entered with the RETAILERS regarding the sourcing of sales taxes.
4. KANKAKEE agrees to follow and abide by the laws of the State of Illinois and the regulations promulgated by the Department regarding the sourcing and reporting of retail sales for tax purposes, as now in effect and to be amended and/or enacted in the future.
5. Notwithstanding anything to the contrary herein, this Agreement shall not preclude or prohibit KANKAKEE from entering into EDAs allowed by law.
6. If KANKAKEE determines at any time in the future to enter into an EDA or like agreement with any retailer that engages in the business of selling within the RTA’s six-county taxing jurisdiction, it agrees to provide the RTA and all other PLAINTIFFS where the retailer has a retail location or warehouse with written notice of the terms of the contemplated EDA or like agreement at least 30 days before said EDA or like agreement is to become effective. Said written notice shall describe the contemplated sales activity and shall be delivered by e-mail to the persons identified in Exhibit A, attached hereto.
7. Within three (3) business days following receipt of payment, the PLAINTIFFS shall file an Agreed Order dismissing with prejudice their pending causes of action relating to the Direct EDAs between KANKAKEE and the RETAILERS (Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266).

8. All other claims now pending in the Lawsuit that are unrelated to KANKAKEE'S Direct EDAs with the RETAILERS are unaffected by this settlement.
9. Release of KANKAKEE – In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge KANKAKEE, and its successors, affiliates, related entities, subsidiaries, divisions, departments, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and elected officials (“KANKAKEE RELEASED PARTIES”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys’ fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the KANKAKEE RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the KANKAKEE Direct EDAs, as well as the activities of any RETAILER that received sales tax rebates from KANKAKEE directly or indirectly as a result of the KANKAKEE Direct EDAs. Nothing herein shall be construed to release KANKAKEE from any obligations under this Agreement.
10. Release of the RETAILERS – In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, the RETAILERS identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 or Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266, as well as their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the “RELEASED RETAILERS”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys’ fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the RELEASED RETAILERS by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the KANKAKEE Direct EDAs including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the RELEASED RETAILERS from any causes of action pending against them for EDAs with the Village of Channahon or any other municipality other than KANKAKEE, or any of their obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each RETAILER identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266 shall execute and deliver to PLAINTIFFS a release of the PLAINTIFFS in the form attached as Exhibit B within seven (21) days of execution of this Agreement. The release set forth in this paragraph shall not apply to any person or entity for which a release of the PLAINTIFFS in the form attached as Exhibit B has not been executed and delivered to PLAINTIFFS within seven (21) days of execution of this Agreement, unless the parties mutually agree to further extend that deadline.
11. Avoidance of Double Recovery in Future Audits. By executing this Agreement, the PLAINTIFFS each agree not to seek recovery of their respective retailers’ occupation

taxes or their portion of state use tax monies from any RELEASED RETAILER, or from KANKAKEE with respect to the sales of any RELEASED RETAILER, in whole or in part, jointly or separately, related to any retailers' occupation tax or use tax monies allocated to KANKAKEE as a result of any RELEASED RETAILER reporting its sales as having occurred in KANKAKEE before the effective date of this Agreement, including by virtue of any examination of any RELEASED RETAILER by the Department covering the Settlement Period. To wit, if the Department examines any RELEASED RETAILER for any period before the effective date of this Agreement, such RELEASED RETAILER shall be permitted – pursuant to this paragraph – to make the Department aware of this Agreement and the “Release of the RETAILERS” contained herein. Should the Department determine that any liability exists related to any PLAINTIFF, for any sale by any RELEASED RETAILER covering any portion of the period before the effective date of this Agreement, and insist upon collecting those amounts on behalf of any PLAINTIFF, then, in respect of the release contained in this Agreement and in order to avoid a double recovery or a recovery of amounts in excess of those agreed to and received under this Agreement, the PLAINTIFF or PLAINTIFFS will pay any such monies received from the Department as a result of such a finding as to any RELEASED RETAILER, within fourteen (14) days of receipt, into an escrow account (the “Account”) to be maintained by a third-party escrow agent (the “Agent”). Any funds distributed into that Account shall be distributed by the Agent on a pro rata basis to KANKAKEE and the RELEASED RETAILERS consistent with their respective contributions to the Settlement Amount.

12. Release of the PLAINTIFFS – In consideration of the rights, obligations and other terms as stated in this Agreement, KANKAKEE hereby fully and forever releases, remises, acquits and discharges PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, “PLAINTIFF RELEASED PARTIES”) from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which KANKAKEE now holds or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the KANKAKEE Direct EDAs, as well as the activities of any RETAILER that received sales tax rebates from KANKAKEE directly or indirectly as a result of a KANKAKEE Direct EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement.
13. Except as set forth in paragraph 11 of this Agreement, the parties acknowledge and agree that this settlement shall in no way affect the distribution of funds or the assessment of liability that may be made pursuant to the Department's pending and/or future audits of any of the released parties and/or related retailers.
14. Each and every term of this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.
15. Nothing in this Agreement can be construed as an admission or acknowledgement of wrongdoing or liability on behalf of KANKAKEE or any RETAILER. This Agreement constitutes the compromise of disputed claims, causes of actions, denials, defenses made or to be made by the Parties or any of them, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid

further costs of litigation. The Parties understand and agree that neither their entry into this Agreement nor the payment of money pursuant to this Agreement shall constitute an admission of liability by any Party to any person or entity. This Agreement, each of its provisions, any prior drafts thereof, any negotiations, proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Agreement.

16. The RETAILERS are intended third-party beneficiaries of this Agreement, and may rely upon and avail themselves of the Release provided by this Agreement in any future litigation, or threatened litigation, with the PLAINTIFF RELEASED PARTIES. This Agreement may not be relied upon for any purpose by, or create any rights in, any other person who is not a party to this Agreement or a released party.
17. This Agreement constitutes the entire, complete and integrated statement of each and every term and provision agreed to by and among the parties and is not subject to any condition not provided for herein. This Agreement supersedes any prior representations, promises, or warranties (oral or otherwise) made by any party in respect to this matter, and no party shall be liable or bound to any other party for any prior representation, promise or warranty (oral or otherwise) except for those expressly set forth in this Agreement. This Agreement shall not be modified in any respect except by a writing executed by all parties hereto.
18. It is acknowledged that each party, with the assistance of competent counsel, has participated in the drafting of this Agreement. The parties agree that this Agreement has been negotiated at arms' length by parties of equal bargaining power, each of whom was represented by competent counsel of its own choosing. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.
19. The parties expressly declare and represent that they have read this Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept the terms and conditions contained herein, and that they enter into this Agreement willingly, knowingly, and without compulsion.
20. Should any of the provisions of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement, unless the illegality or invalidity of the illegal or invalid part, term or provision causes this Agreement to fail of its essential purpose, in which case, this entire Agreement shall become invalid and shall be null and void.
21. Each of the undersigned further declares and represents that he or she is competent to execute this instrument and that he or she is duly authorized, and has the full legal right and authority, to execute this Agreement on behalf of the party for whom he or she is signing.
22. The parties shall bear their own expenses, including costs and attorneys' fees, incurred in connection with the negotiation, drafting, and execution of this Agreement, and all

matters relating to the subject matter herein.

23. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.
24. The parties agree that the terms of this Agreement are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
25. The parties agree that any dispute regarding or arising out of this Agreement must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.
26. The Parties agree that the contents of this Agreement may be disclosed, subject to the provisions of this Agreement, only: (1) to the members of the RTA Board, to any and all of the members and staff of the RTA's three Service Boards (the Chicago Transit Authority, the Commuter Rail Division of the Regional Transportation Authority (also commonly referred to as "Metra"), and the Suburban Bus Division of the Regional Transportation Authority (also commonly referred to as "Pace")); (2) to members of the Cook County Board and its staff; (3) to members of the Village Boards of the PLAINTIFF municipalities and their staff; (4) to KANKAKEE's Mayor and members of its City Council; (5) to attorneys, accountants, appraisers and other persons for the purpose of providing accounting or tax advice or services to the Parties; (6) in any legal dispute between or among any the Parties to this Agreement; and (7) in accordance with an order entered by a court of competent jurisdiction.

Moreover, acknowledging that the Parties are public bodies subject to the Illinois Freedom of Information Act ("FOIA") and other public disclosure requirements, it is therefore agreed that if there is a legally required public disclosure of any of the terms of this Agreement pursuant to FOIA or other public disclosure law, the disclosing Party shall notify the non-disclosing Parties in writing at least three (3) business days prior to such disclosure of any of the terms of this Agreement pursuant to such requirement. Written notice shall be provided to the non-disclosing Parties as follows: General Counsel, Regional Transportation Authority, 175 W. Jackson Blvd., Suite 1650, Chicago IL 60604; Deputy Director of Tax Compliance, Cook County Department of Revenue, 118 N. Clark Street, Room 1160, Chicago, IL 60602; and Comptroller, City of Kankakee, 304 South Indiana Ave., Kankakee, Illinois 60901. Except for the permitted disclosures referenced above, the Parties further agree not to initiate publicity regarding the fact of settlement, and not to make any public statement regarding the settlement except as required by law or as set forth below in this paragraph. If media requests are received or questions raised regarding this Agreement, the party to whom the request is made shall respond, without elaboration: "In recognition of the hazards and expenses of litigation, the parties decided to settle this lawsuit. Further comment regarding the settlement is prohibited by the parties' Settlement Agreement." The individuals to whom the contents of this Agreement are disclosed pursuant to subsections (1) through (5) of this paragraph ("Party-Related Information Recipients") are bound by this paragraph as if they had specifically signed this Agreement. Violations of this paragraph by Party-Related Information Recipients shall be deemed violations by the party who discloses the Agreement to the Party-Related Information Recipient who violates the provisions of this

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

By: *[Signature]*

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

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

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

COUNTY OF COOK

VILLAGE OF FOREST VIEW

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

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

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

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

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

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

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

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

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

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

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

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

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

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



paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

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

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

COUNTY OF COOK

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

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

VILLAGE OF TINLEY PARK

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

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

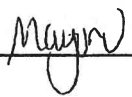
VILLAGE OF ORLAND PARK

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

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

CITY OF KANKAKEE

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

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

VILLAGE OF FOREST VIEW

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

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

VILLAGE OF LEMONT

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

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

ELK GROVE VILLAGE

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

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

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

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

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

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

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

COUNTY OF COOK

VILLAGE OF FOREST VIEW

By: Joni Presumable

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

Its: President

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

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

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

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

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

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

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

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

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

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

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

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

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

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

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

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

COUNTY OF COOK

VILLAGE OF FOREST VIEW

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

By: James Paul

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

Its: Village President

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

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

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

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

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

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

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

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

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

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

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

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

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

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

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

COUNTY OF COOK

VILLAGE OF FOREST VIEW

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

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

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

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

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

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

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

Its: Village President \_\_\_\_\_

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

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

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

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

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

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

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

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

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

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

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

COUNTY OF COOK

VILLAGE OF FOREST VIEW

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

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

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

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

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

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

By:  , John Gofsrke

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

Its: Village President

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

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

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

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

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

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

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

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

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

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

COUNTY OF COOK

VILLAGE OF FOREST VIEW

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

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

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

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

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

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

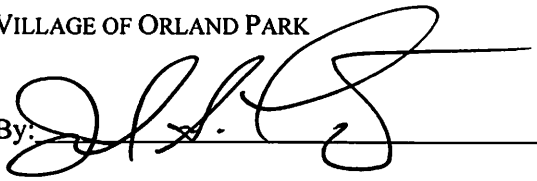
By: \_\_\_\_\_

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

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

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

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

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

Its: Village Manager \_\_\_\_\_

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

paragraph.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

CITY OF KANKAKEE

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

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

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

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

COUNTY OF COOK

VILLAGE OF FOREST VIEW

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

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

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

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

VILLAGE OF TINLEY PARK

VILLAGE OF LEMONT

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

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

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

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

VILLAGE OF ORLAND PARK

ELK GROVE VILLAGE

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

By: Georg B. Kneib

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

Its: ATTORNEY

VILLAGE OF MELROSE PARK

By: *Paul A. Long*

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

VILLAGE OF HAZEL CREST

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

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

VILLAGE OF NORTHBROOK

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

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



VILLAGE OF MELROSE PARK

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

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

VILLAGE OF HAZEL CREST

By: *Jack Ja* \_\_\_\_\_

Its: *Village Manager* \_\_\_\_\_

VILLAGE OF NORTHBROOK

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

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

VILLAGE OF MELROSE PARK

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

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

VILLAGE OF HAZEL CREST

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

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

VILLAGE OF NORTHBROOK

By: Sandra E. Hum

Its: Village President

**EXHIBIT A TO SETTLEMENT AGREEMENT AND RELEASE**  
**PLAINTIFFS' CONTACT LIST**

**The Regional Transportation Authority**

RTA General Counsel and Deputy General Counsel: Nadine Lacombe, Allison Noback

[LacombeN@rtachicago.org](mailto:LacombeN@rtachicago.org)

[NobackA@rtachicago.org](mailto:NobackA@rtachicago.org)

HEYL, ROYSTER, VOELKER & ALLEN, P.C.

John P. Heil, Jr., Brett M. Mares

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TABET DIVITO & ROTHSTEIN LLC

Gino L. DiVito, Karina Zabicki DeHayes, Daniel I. Konieczny

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Chicago, IL 60604

Phone: (312) 762-9450

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[KDeHayes@tdrlawfirm.com](mailto:KDeHayes@tdrlawfirm.com)

[DKonieczny@tdrlawfirm.com](mailto:DKonieczny@tdrlawfirm.com)

[edocket@tdrlawfirm.com](mailto:edocket@tdrlawfirm.com)

**The County of Cook**

COOK COUNTY STATE'S ATTORNEY'S OFFICE

Assistant State's Attorneys Daniel H. Brennan, Jr., James Beligratis

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Chicago, IL 60602

Phone: (312) 603-5440

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[james.beligratis@cookcountyil.gov](mailto:james.beligratis@cookcountyil.gov)

**Village of Forest View**

Village Administrator: Mark Masciola

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

Judith Kolman

30 N. LaSalle Street, Suite 1624

Chicago, IL 60602

Phone: (312) 541-1070

[MarkMasciola@forestview-il.org](mailto:MarkMasciola@forestview-il.org)

[jkolman@rmcj.com](mailto:jkolman@rmcj.com)

**Village of Tinley Park**

Village Manager and Treasurer: Dave Niemeyer, Brad Bettenhausen

KLEIN, THORPE & JENKINS, LTD.

Terrence M. Barnicle, Thomas M. Melody, Howard C. Jablecki

20 N. Wacker Drive, Suite 1660

Chicago, IL 60606

Phone: (312) 984-6400

[dniemeyer@tinleypark.org](mailto:dniemeyer@tinleypark.org)

[bbettenhausen@tinleypark.org](mailto:bbettenhausen@tinleypark.org)

[tmbarnicle@ktjlaw.com](mailto:tmbarnicle@ktjlaw.com)

[tmmelody@ktjlaw.com](mailto:tmmelody@ktjlaw.com)

[hjablecki@ktjlaw.com](mailto:hjablecki@ktjlaw.com)

**Village of Orland Park**

Village Manager and Finance Director: Joseph S. LaMargo and Annmarie Mampe

KLEIN, THORPE & JENKINS, LTD.

Dennis G. Walsh, Howard C. Jablecki

15010 S. Ravinia Ave., Suite 10

Orland Park, IL 60462

Phone: (708) 349-3888

[manager@orlandpark.org](mailto:manager@orlandpark.org)

[finance@orlandpark.org](mailto:finance@orlandpark.org)

[dgwalsh@ktjlw.com](mailto:dgwalsh@ktjlw.com)

[hjablecki@ktjlaw.com](mailto:hjablecki@ktjlaw.com)

**Village of Lemont**

Village Administrator: George Schafer

TRESSLER LLP

Andrew S. Paine

233 S. Wacker Drive, 22<sup>nd</sup> Floor

Chicago, IL 60606

Phone: (312) 627-4154

[gschafer@lemont.il.us](mailto:gschafer@lemont.il.us)

[apaine@tresslerllp.com](mailto:apaine@tresslerllp.com)

**Village of Northbrook**

HOLLAND & KNIGHT

Steven Elrod, Stewart Weiss

131 South Dearborn Street, 30<sup>th</sup> Floor

Chicago, IL 60603

Phone: (312) 578-6565

[Steven.Elrod@hklaw.com](mailto:Steven.Elrod@hklaw.com)

[Stewart.Weiss@hklaw.com](mailto:Stewart.Weiss@hklaw.com)

**Elk Grove Village**

George Knickerbocker, Village Attorney

ELK GROVE VILLAGE

901 Wellington Avenue

Elk Grove Village, IL 60007

Phone: (847) 357-4032

[gknickerbocker@elkgrove.org](mailto:gknickerbocker@elkgrove.org)

**Village of Hazel Crest**

Village Manager: Donna M. Gayden  
ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE  
Judith Kolman  
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Chicago, IL 60602  
Phone: (312) 541-1070  
[dgayden@villageofhazelcrest.com](mailto:dgayden@villageofhazelcrest.com)  
[jkolman@rmcj.com](mailto:jkolman@rmcj.com)

**Village of Melrose Park**

DEL GALDO LAW GROUP, LLC  
K. Austin Zimmer  
1441 South Harlem Avenue  
Berwyn, Illinois 60402  
Phone: (708) 222-7000  
[zimmer@dlglawgroup.com](mailto:zimmer@dlglawgroup.com)

**EXHIBIT B TO SETTLEMENT AGREEMENT AND RELEASE**  
**RECIPROCAL RELEASE AGREEMENT BY RETAILERS**

THIS RELEASE AGREEMENT ("Release") made as of the 16<sup>th</sup> day of <sup>Sept.</sup> ~~April~~, 2019, by and between Medline ("RETAILER") and the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, "PLAINTIFFS")), WITNESSETH.

**RECITALS**

WHEREAS, RETAILER is identified as a party to a written non-brokered economic development agreement ("Direct EDA") with the City of Kankakee in Count IV, V, VI or VII of the Sixth Amended Complaint in 2011 CH 29744 in the Circuit Court of Cook County, Illinois, or Count IV, V or VI of the Third Amended Complaint in 2011 CH 34266 in the Circuit Court of Cook County, Illinois; and

WHEREAS, as part of the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, PLAINTIFFS have agreed to release RETAILER provided that RETAILER executes a reciprocal release of PLAINTIFFS.

NOW, THEREFORE, IT IS AGREED as follows:

**TERMS**

1. Release of the PLAINTIFFS -- In consideration of the rights, obligations and other terms as stated in the Settlement Agreement and Release, RETAILER hereby fully and forever releases, remises, acquits and discharges PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "PLAINTIFF RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which RETAILER now holds or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Direct EDA, as well as the activities of KANKAKEE directly or indirectly as a result of the Direct EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each PLAINTIFF shall execute the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, which includes the following release of RETAILER:

10. Release of the RETAILERS -- In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, the RETAILERS identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 or Counts IV, V and VI of

the Third Amended Complaint in 2011 CH 34266, as well as their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the "RELEASED RETAILERS") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the RELEASED RETAILERS by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the KANKAKEE Direct EDAs including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the RELEASED RETAILERS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each RETAILER identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266 shall execute and deliver to PLAINTIFFS a release of the PLAINTIFFS in the form attached as Exhibit B within seven (7) days of execution of this Agreement. The release set forth in this paragraph shall not apply to any person or entity for which a release of the PLAINTIFFS in the form attached as Exhibit B has not been executed and delivered to PLAINTIFFS within seven (7) days of execution of this Agreement.

The release set forth in this paragraph shall not apply to any PLAINTIFF that has not executed the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, which includes the foregoing release of RETAILER.

2. RETAILER agrees that the terms of this Release are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
3. RETAILER agrees that any dispute regarding or arising out of this Release must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Release Agreement as the date first above written.

RETAILER: Medline

By: MM

Its: General Counsel

*September*

**EXHIBIT B TO SETTLEMENT AGREEMENT AND RELEASE**  
**RECIPROCAL RELEASE AGREEMENT BY RETAILERS**

THIS RELEASE AGREEMENT ("Release") made as of the 12<sup>th</sup> day of ~~April~~, 2019, by and between HENRY SCHENK, INC. ("RETAILER") and the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, "PLAINTIFFS")), WITNESSETH.

**RECITALS**

WHEREAS, RETAILER is identified as a party to a written non-brokered economic development agreement ("Direct EDA") with the City of Kankakee in Count IV, V, VI or VII of the Sixth Amended Complaint in 2011 CH 29744 in the Circuit Court of Cook County, Illinois, or Count IV, V or VI of the Third Amended Complaint in 2011 CH 34266 in the Circuit Court of Cook County, Illinois; and

WHEREAS, as part of the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated ~~December 31, 2018~~, <sup>May 31, 2019</sup> PLAINTIFFS have agreed to release RETAILER provided that RETAILER executes a reciprocal release of PLAINTIFFS.

NOW, THEREFORE, IT IS AGREED as follows:

**TERMS**

1. Release of the PLAINTIFFS - In consideration of the rights, obligations and other terms as stated in the Settlement Agreement and Release, RETAILER hereby fully and forever releases, remises, acquits and discharges PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "PLAINTIFF RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which RETAILER now holds or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Direct EDA, as well as the activities of KANKAKEE directly or indirectly as a result of the Direct EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each PLAINTIFF shall execute the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated ~~December 31, 2018~~, <sup>May 31, 2019</sup> which includes the following release of RETAILER:

10. Release of the RETAILERS - In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, the RETAILERS identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 or Counts IV, V and VI of



the Third Amended Complaint in 2011 CH 34266, as well as their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the "RELEASED RETAILERS") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the RELEASED RETAILERS by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the KANKAKEE Direct EDAs including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the RELEASED RETAILERS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each RETAILER identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266 shall execute and deliver to PLAINTIFFS a release of the PLAINTIFFS in the form attached as Exhibit B within seven (7) days of execution of this Agreement. The release set forth in this paragraph shall not apply to any person or entity for which a release of the PLAINTIFFS in the form attached as Exhibit B has not been executed and delivered to PLAINTIFFS within seven (7) days of execution of this Agreement.

The release set forth in this paragraph shall not apply to any PLAINTIFF that has not executed the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated ~~December 31, 2018~~ <sup>MAY 2019</sup> which includes the foregoing release of RETAILER.

2. RETAILER agrees that the terms of this Release are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
3. RETAILER agrees that any dispute regarding or arising out of this Release must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Release Agreement as the date first above written.

RETAILER: HENRY SCHEIN, INC.

By: [Signature]

Its: VP- GLOBAL TAXES

**EXHIBIT B TO SETTLEMENT AGREEMENT AND RELEASE**  
**RECIPROCAL RELEASE AGREEMENT BY RETAILERS**

THIS RELEASE AGREEMENT ("Release") made as of the \_\_\_\_\_ day of April, 2019, by and between \_\_\_\_\_ ("RETAILER") and the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, "PLAINTIFFS")), WITNESSETH.

**RECITALS**

WHEREAS, RETAILER is identified as a party to a written non-brokered economic development agreement ("Direct EDA") with the City of Kankakee in Count IV, V, VI or VII of the Sixth Amended Complaint in 2011 CH 29744 in the Circuit Court of Cook County, Illinois, or Count IV, V or VI of the Third Amended Complaint in 2011 CH 34266 in the Circuit Court of Cook County, Illinois; and

WHEREAS, as part of the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, PLAINTIFFS have agreed to release RETAILER provided that RETAILER executes a reciprocal release of PLAINTIFFS.

NOW, THEREFORE, IT IS AGREED as follows:

**TERMS**

1. **Release of the PLAINTIFFS** – In consideration of the rights, obligations and other terms as stated in the Settlement Agreement and Release, RETAILER hereby fully and forever releases, remises, acquits and discharges PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "PLAINTIFF RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which RETAILER now holds or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Direct EDA, as well as the activities of KANKAKEE directly or indirectly as a result of the Direct EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each PLAINTIFF shall execute the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, which includes the following release of RETAILER:

10. **Release of the RETAILERS** – In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, the RETAILERS identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 or Counts IV, V and VI of

the Third Amended Complaint in 2011 CH 34266, as well as their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the "RELEASED RETAILERS") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the RELEASED RETAILERS by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the KANKAKEE Direct EDAs including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the RELEASED RETAILERS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each RETAILER identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266 shall execute and deliver to PLAINTIFFS a release of the PLAINTIFFS in the form attached as Exhibit B within seven (7) days of execution of this Agreement. The release set forth in this paragraph shall not apply to any person or entity for which a release of the PLAINTIFFS in the form attached as Exhibit B has not been executed and delivered to PLAINTIFFS within seven (7) days of execution of this Agreement.

The release set forth in this paragraph shall not apply to any PLAINTIFF that has not executed the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, which includes the foregoing release of RETAILER.

2. RETAILER agrees that the terms of this Release are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
3. RETAILER agrees that any dispute regarding or arising out of this Release must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Release Agreement as the date first above written.

RETAILER: Hill Mechanical Logistics, LLC

By: 

Its: CFO

**EXHIBIT B TO SETTLEMENT AGREEMENT AND RELEASE**  
**RECIPROCAL RELEASE AGREEMENT BY RETAILERS**

THIS RELEASE AGREEMENT ("Release") made as of the \_\_\_\_\_ day of April, 2019, by and between CHI 3 Procurement, LLC ("RETAILER") and the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, "PLAINTIFFS")), WITNESSETH.

**RECITALS**

WHEREAS, RETAILER is identified as a party to a written non-brokered economic development agreement ("Direct EDA") with the City of Kankakee in Count IV, V, VI or VII of the Sixth Amended Complaint in 2011 CH 29744 in the Circuit Court of Cook County, Illinois, or Count IV, V or VI of the Third Amended Complaint in 2011 CH 34266 in the Circuit Court of Cook County, Illinois; and

WHEREAS, as part of the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, PLAINTIFFS have agreed to release RETAILER provided that RETAILER executes a reciprocal release of PLAINTIFFS.

NOW, THEREFORE, IT IS AGREED as follows:

**TERMS**

1. **Release of the PLAINTIFFS** – In consideration of the rights, obligations and other terms as stated in the Settlement Agreement and Release, RETAILER hereby fully and forever releases, renises, acquits and discharges PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "PLAINTIFF RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which RETAILER now holds or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Direct EDA, as well as the activities of KANKAKEE directly or indirectly as a result of the Direct EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each PLAINTIFF shall execute the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, which includes the following release of RETAILER:

10. **Release of the RETAILERS** – In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, the RETAILERS identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 or Counts IV, V and VI of

the Third Amended Complaint in 2011 CH 34266, as well as their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the "RELEASED RETAILERS") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the RELEASED RETAILERS by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the KANKAKEE Direct EDAs including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the RELEASED RETAILERS from any obligations under this Agreement. As additional consideration and as a condition precedent for the release set forth in this paragraph, each RETAILER identified in Counts IV, V, VI and VII of the Sixth Amended Complaint in 2011 CH 29744 and Counts IV, V and VI of the Third Amended Complaint in 2011 CH 34266 shall execute and deliver to PLAINTIFFS a release of the PLAINTIFFS in the form attached as Exhibit B within seven (7) days of execution of this Agreement. The release set forth in this paragraph shall not apply to any person or entity for which a release of the PLAINTIFFS in the form attached as Exhibit B has not been executed and delivered to PLAINTIFFS within seven (7) days of execution of this Agreement.

The release set forth in this paragraph shall not apply to any PLAINTIFF that has not executed the Settlement Agreement and Release between PLAINTIFFS and the City of Kankakee ("KANKAKEE") dated December \_\_, 2018, which includes the foregoing release of RETAILER.

2. RETAILER agrees that the terms of this Release are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of laws.
3. RETAILER agrees that any dispute regarding or arising out of this Release must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Release Agreement as the date first above written.

RETAILER: CHI 3 Procurement, LLC

By: 

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

Oct 28, 2019

TO: Village Board  
FROM: George J. Schafer, Village Administrator  
SUBJECT: A Moratorium on Recreational Cannabis (Marijuana) Businesses  
and Advisory Referendum Questions  
DATE: December 5, 2019

### **EXECUTIVE SUMMARY**

Presented for approval at the December 9<sup>th</sup> Village Board Meeting is an Ordinance creating a temporary moratorium on consideration of any cannabis related business in the Village of Lemont. The moratorium is being enacted so the Village Board can receive additional information on the topic and additional feedback from Village residents can be obtained. Also presented for approval are two advisory referendum questions, that if approved, will appear on the March 17, 2020 General Primary Election ballot for registered voters within the Village.

### **BACKGROUND**

The Cannabis Regulation and Tax Act (CRTA) became a law on June 25, 2019 and goes into effect on January 1, 2020. This law legalizes marijuana use throughout Illinois and provides regulation guidelines for the production and sale of recreation via local cannabis dispensary stores.

The Village Board held a public workshop on October 8, 2019, to discuss the legislation. Several issues and topics related to the new CRTA law were discussed at this meeting including general provisions of the bill, how it would impact Lemont and the Village's ability to regulate impacts of the act. The information from this meeting, additional information on the act and questions/responses regarding the topic has been made available on the Village's website and will continue to be updated as updates become available. As discussed at various meetings and workshops, the bill does not allow municipalities such as Lemont to prohibit responsible consumption use of cannabis within the community, but it does allow the Village Board to enact reasonable zoning ordinances regulating and/or taxing of cannabis business

establishments that may locate within a municipality, or to prohibit establishments entirely.

Following the initial workshop meeting on October 8th, the Village Board directed staff at the direction of legal counsel to prepare amendments to the Village's Unified Development Ordinance (UDO) in relation to the act, as action on the item is required by January 1, 2020 to protect the Village from undesirable impacts of the act. Subsequently, a meeting was held by the Planning & Zoning Commission on November 6, 2019, and the issue was discussed again at another public Village Board Committee of the Whole meeting on November 18, 2019.

After extensive discussion at the various workshops and meetings, the Village Board recognizes that while responsible recreational cannabis usage will be legal January 1, 2020, having a possible dispensary store location in Lemont can be a very polarizing issue with residents. With one side questioning the reputation and possible issues of having such a store, to the other side favoring the ability to obtain additional sales tax funding to address financial issues such as unfunded police pension liability and debt obligations. Based on the significant feedback and support on both sides of the newly passed law, the Village Board would like to take some additional time to obtain a better understanding of this statute and receive additional feedback from Village residents. Therefore, the Village Board has recommended putting an advisory referendum question on the March 17, 2020, ballot to gauge resident sentiment on a dispensary potentially locating within Village limits.

The authorization to put the question on the ballot for the March 17 referendum will be voted on at the December 9<sup>th</sup> Village Board Meeting and is attached to this memo for consideration. Also included on the Board agenda is a second advisory referendum question chosen by the Village Board asking about dedicating funding to its existing unfunded police pension liability. Should a dispensary be allowed within the Village and one chooses to locate, the Board has committed to dedication revenues from such a facility to its unfunded police pension liability. The two questions, as proposed, are included below:



Question 1:

Shall the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois dedicate resources to fund its unfunded police pension liability?

Question 2:

Shall the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois, allow the operation of a recreational cannabis (marijuana) dispensary within its jurisdiction?

Lastly, an Ordinance enacting a temporary moratorium for any and all cannabis establishments wishing to apply to the Village is under consideration as well. Without such an action, it is possible that a dispensary could locate within Village limits prior to any formal opt in / opt out decision can be made. The moratorium will run through April 30, 2020, which will give the Village Board an opportunity to discuss the issue again after receiving feedback from the community via the referendum.

### **BOARD ACTION REQUESTED**

Motion to Approve Ordinance and Resolutions

### **ATTACHMENTS**

1. AN ORDINANCE CREATING A TEMPORARY MORATORIUM ON THE PROCESSING OR CONSIDERATION OF ANY APPLICATIONS OR REQUESTS TO LOCATE A CANNABIS BUSINESS IN THE VILLAGE OF LEMONT
2. A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY CONCERNING THE DEDICATION OF RESOURCES TO FUND THE VILLAGE OF LEMONT'S UNFUNDED POLICE PENSION LIABILITY, TO APPEAR ON THE BALLOT OF THE ELECTORS OF THE VILLAGE OF THE VILLAGE OF LEMONT, IN COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS AT THE MARCH 17, 2020 GENERAL PRIMARY ELECTION
3. A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY CONCERNING THE ALLOWANCE OF RECREATIONAL CANNABIS (MARIJUANA) DISPENSARY, TO APPEAR ON THE BALLOT OF THE ELECTORS OF THE VILLAGE OF THE VILLAGE OF LEMONT, IN COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS AT THE MARCH 17, 2020 GENERAL PRIMARY ELECTION





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**VILLAGE OF LEMONT**

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**ORDINANCE  
NUMBER O-\_\_-19**

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**AN ORDINANCE CREATING A TEMPORARY MORATORIUM ON  
THE PROCESSING OR CONSIDERATION OF ANY APPLICATIONS  
OR REQUESTS TO LOCATE A CANNABIS BUSINESS IN THE  
VILLAGE OF LEMONT**

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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**

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Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Lemont on December \_\_, 2019

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**ORDINANCE NO. 2019-11-6\_\_**

**AN ORDINANCE CREATING A TEMPORARY MORATORIUM ON  
THE PROCESSING OR CONSIDERATION OF ANY APPLICATIONS  
OR REQUESTS TO LOCATE A CANNABIS BUSINESS IN THE  
VILLAGE OF LEMONT**

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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 has authority and power to regulate for the protection of the public health and welfare; and

**WHEREAS**, the State of Illinois has passed legislation to legalize the sale and use of marijuana (cannabis) beginning as of January 1, 2020;

**WHEREAS**, the Corporate Authorities of the Village has passed a resolution to submit an advisory referendum question to its electorate at the March 17, 2020 general primary election on whether cannabis dispensaries should be authorized to operate within the Village of Lemont;

**WHEREAS**, the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 *et.seq.*, (the “Act”) allows municipalities to prohibit or restrict the location of cannabis businesses in a manner that includes, but is not necessarily limited to the following:

1. The enactment of reasonable zoning ordinances or resolutions, not in conflict with the Act or rules adopted pursuant to this Act, regulating cannabis business establishments.
2. The enactment of ordinances or rules not in conflict with the Act or rules adopted pursuant to this Act governing the time, place, manner, and number of cannabis business establishment operations, including minimum distance limitations between cannabis business establishments and locations it deems sensitive, including colleges and universities, through the use of conditional use permits.

3. The enactment of ordinances to prohibit or significantly limit the location of a cannabis business' location.

**WHEREAS**, the prohibition or regulation of cannabis businesses presents difficult questions particularly because while the Act may, pursuant to its terms, legalize marijuana in Illinois, it is anticipated that marijuana will still be considered a controlled substance and be illegal under Federal law;

**WHEREAS**, the Village's zoning ordinance does not address property uses involving the retail sale of marijuana or other cannabis businesses;

**WHEREAS**, there are not any medical marijuana dispensaries located in the Village of Lemont;

**WHEREAS**, the Village has not received any applications seeking to locate a marijuana dispensary in the Village;

**WHEREAS**, the Village has not received any applications seeking to locate any other type of cannabis business in the Village;

**WHEREAS**, as a result of the fact, that there are no pending applications or requests to locate a cannabis business in the Village, there is no entity that can claim to have any perceived rights under any Village ordinance;

**WHEREAS**, the Corporate Authorities of the Village of Lemont find that the public health and welfare of the Village requires that the Village have the opportunity to engage in a full and complete review of all the questions and issues related to the legalization of marijuana after it receives the input of its electorate at the March 17, 2020 general primary election;

**WHEREAS**, the Corporate Authorities of the Village of Lemont finds that the public welfare requires that the Village impose a temporary moratorium on the processing and

consideration of any applications or requests to locate a cannabis business in the Village of Lemont until such time that the Village can: (1) receive the input of its electorate on an advisory referendum that will be held on March 17, 2020; and (2) undertake a complete review of the issues and determine whether the public interest and welfare of the Village requires that cannabis businesses be prohibited or allowed, and if allowed, the locations and conditions under which they might be allowed; and

**NOW, THEREFORE, BE IT ORDAINED THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS,** pursuant to its home rule authority and the authorization granted to it by the Cannabis Regulation and Tax Act, as follows:

**SECTION 1: Incorporation of Recitals.** All of the recitals contained in the preambles to this Ordinance are true and correct, and incorporated into this Resolution by this reference.

**SECTION 2: Temporary Moratorium.** There shall be a Temporary Moratorium on the processing or consideration of any application or request pertaining to, or relating to, the location of any cannabis business within the Village of Lemont. This Temporary Moratorium shall remain in effect until April 30, 2020 or until such earlier date as set forth in any future amendment to this Ordinance. This Temporary Moratorium may, in the legislative discretion of the Village's Board of Trustees, further be extended as deemed necessary to accomplish its purpose. During the period in which this Temporary Moratorium is in effect, the Village and any of its related Boards: (1) shall not accept any applications or requests seeking to locate any cannabis business within the Village of Lemont; and (2) shall not undertake any review or consideration of any applications or requests seeking to locate any cannabis business within the Village of Lemont.

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

ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS,  
ON THIS \_\_\_\_\_ DAY OF DECEMBER, 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:*

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Charlene M. Smollen, Village Clerk

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**VILLAGE OF LEMONT**

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

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**A RESOLUTION PROVIDING FOR AND REQUIRING THE  
SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY  
CONCERNING THE DEDICATION OF RESOURCES TO FUND THE  
VILLAGE OF LEMONT'S UNFUNDED POLICE PENSION LIABILITY,  
TO APPEAR ON THE BALLOT OF THE ELECTORS OF THE VILLAGE  
OF THE VILLAGE OF LEMONT, IN COUNTIES OF COOK, WILL AND  
DUPAGE, ILLINOIS AT THE MARCH 17, 2020 GENERAL PRIMARY  
ELECTION**

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

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

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

**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY CONCERNING THE DEDICATION OF RESOURCES TO FUND THE VILLAGE OF LEMONT’S UNFUNDED POLICE PENSION LIABILITY, TO APPEAR ON THE BALLOT OF THE ELECTORS OF THE VILLAGE OF THE VILLAGE OF LEMONT, IN COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS AT THE MARCH 17, 2020 GENERAL PRIMARY ELECTION**

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

**Section 1**

That the following proposition (the “Proposition”) be submitted to the Voters of the Village of Lemont at the General Primary Election to be held on March 17, 2020:

Shall the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois dedicate resources to fund its unfunded police pension liability?	YES	
	NO	

**Section 2**

The Village Clerk is hereby directed to file and certify the Proposition to the proper Election Authorities including the County Clerks of Cook, Will, and DuPage Counties, along with a signed and sealed original of this Resolution, in a timely manner so that the above Proposition shall be submitted to the voters of the Village of Lemont at the General Primary Election to be held on March 17, 2020.

**Section 3**

The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.



**Section 4**

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

**ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 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

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**VILLAGE OF LEMONT**

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

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**A RESOLUTION PROVIDING FOR AND REQUIRING THE  
SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY  
CONCERNING THE ALLOWANCE OF RECREATIONAL CANNABIS  
(MARIJUANA) DISPENSARY, TO APPEAR ON THE BALLOT OF THE  
ELECTORS OF THE VILLAGE OF THE VILLAGE OF LEMONT, IN  
COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS AT THE  
MARCH 17, 2020 GENERAL PRIMARY ELECTION**

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

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

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

**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY QUESTION OF PUBLIC POLICY CONCERNING THE ALLOWANCE OF RECREATIONAL CANNABIS (MARIJUANA) DISPENSARY, TO APPEAR ON THE BALLOT OF THE ELECTORS OF THE VILLAGE OF THE VILLAGE OF LEMONT, IN COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS AT THE MARCH 17, 2020 GENERAL PRIMARY ELECTION**

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

**Section 1**

That the following proposition (the “Proposition”) be submitted to the Voters of the Village of Lemont at the General Primary Election to be held on March 17, 2020:

Shall the Village of Lemont, in Counties of Cook, Will and DuPage, Illinois, allow the operation of a recreational cannabis (marijuana) dispensary within its jurisdiction?	YES	
	NO	

**Section 2**

The Village Clerk is hereby directed to file and certify the Proposition to the proper Election Authorities including the County Clerks of Cook, Will, and DuPage Counties, along with a signed and sealed original of this Resolution, in a timely manner so that the above Proposition shall be submitted to the voters of the Village of Lemont at the General Primary Election to be held on March 17, 2020.

**Section 3**

The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

**Section 4**

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

**ADOPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 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