

# *Village of Lemont*

## **Mayor**

John Egofske

## **Village Clerk**

Charlene Smollen

## **Administrator**

George J. Schafer



## **Trustees**

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

## **VILLAGE BOARD MEETING**

February 26, 2018 – 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. January 22, 2018 Village Board Meeting Minutes
    2. January 25 & 26 Strategic Planning Session Minutes
    3. February 12, 2018 Committee of the Whole Meeting Minutes
  - B. Approval of Disbursements
  - C. An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Decreasing Number of Class A-2 Liquor Licenses and Increasing Number of Class A-3 Liquor Licenses)
  - D. A Resolution Reviewing the Need for Confidentiality of Closed Session Meetings
  - E. A Resolution Providing for the Destruction of Certain Verbatim Recordings of Closed Session Meetings
- IV. Mayor's Report
  - A. A Proclamation for Commander Greg Smith
  - B. Audience Participation
- V. Clerk's Report
  - A. Correspondence

## B. Resolutions

1. A Resolution Approving the Capital Improvement Program for the Village of Lemont for Fiscal Year 2019
2. A Resolution Approving a Cooperative Fishery Management Agreement between the Illinois Department of Natural Resources and the Village of Lemont
3. A Resolution Approving a Professional Services Agreement with Crawford, Murphy & Tilly, Inc.
4. A Resolution Authorizing Award of Contract for Chestnut Crossing Lift Station Generator Replacement

- VI. Village Attorney Report
- VII. Village Administrator Report
- VIII. Board Reports
- IX. Staff Reports
- X. Unfinished Business
- XI. New Business
- XII. Executive Session
- XIII. Action on Closed Session Item(s)
- XIV. Motion to Adjourn

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**January 22, 2018**  
**7:00 p.m.**

The regular meeting of the Lemont Village Board was held on Monday January 22, 2018 at 7:00 p.m., with Mayor John Egofske presiding.

**A. PLEDGE OF ALLEGIANCE**

- B. ROLL CALL:** Blatzer, Kwasneski, Maher, McClafferty, Stapleton; present. Sniegowski; absent. Motion by McClafferty, seconded by Blatzer to amend the Agenda to include a Public Hearing for the annexation and rezoning of 1250 W. 132<sup>nd</sup> Ct.

Roll call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton, 5 ayes. Motion Passed. Sniegowski, absent.

**C. CONSENT AGENDA**

**A. Approval of Minutes**

1. December 11, 2017 Village Board Meeting Minutes
2. December 11, 2017 Committee of the Whole Meeting Minutes
3. January 8, 2018 Committee of the Whole Meeting Minutes

**B. Approval of Disbursements**

**C. Ordinance O-1-18 Adopting a Non-Discrimination and Anti-Harassment Policy**

**D. Ordinance O-2-18 Authorizing the Disposal of Surplus Village Property**

Motion to approve the consent agenda by Blatzer, seconded by Stapleton, to approve the following items on the consent agenda by omnibus vote.

Roll call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.

D. **MAYOR'S REPORT**

A. Mayor's Report

1. We are currently taking nominations for Queen of the St. Patrick's Day Parade. Nomination letters need to be submitted by February 1. The parade is on March 10 in downtown Lemont.

Our Art & Culture Commission is hosting a Silver Anniversary Exhibit from the Lemont Artists Guild members now through Feb 25 at Lemont Center for the Arts. The Center is located to the south of Aldi's, and they have exhibits all year long with items for sale, so please visit the Center.

Lemont Township is hosting the annual Kid's Cook Off on Jan 28 from 1-3 p.m. at the Township Community Center.

Hope and Friendship Foundation will hold their "Warm a Heart, Lift a Spirit" Sack Lunch Creating Event on Feb 3, from 10am-noon, at Old Quarry Middle School. There are drop off locations for food items listed on our website calendar.

The Lemont Area Historical Society will present "Drinkin' with Lincoln" Historic Pub Crawl on Feb 9 starting at 7 p.m. This event grows each year, and if you've never met Abraham Lincoln, you're in for a treat. Advanced registration is required.

The Lemont Area Historical Society resides in the oldest church in Lemont: The Old Stone Church. The society members have worked hard to maintain the building for many years, which is in need of constant repairs. One of their members has pledged to match donations up to \$10,000. So, the challenge is on. If you would like to make a donation, visit their website for more information at [www.lemonthistorical.org](http://www.lemonthistorical.org)

B. Audience Participation

1. James Jandora presented a list of possible community improvements and community involvement suggestions.
2. Dennis Pader expressed concerns of speeding and reckless driving on 1<sup>st</sup> Street and Covington Knolls.
3. Rick Lighthart commented on the Jim Durkin campaign.

C. Public Hearing

Motion by Maher, seconded by Kwasneski to open the Public Hearing on the Annexation Agreement for 132<sup>nd</sup> Ct at 7:19 p.m.

Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes Sniegowski; absent. Motion passed.

Motion by Maher, seconded by McClafferty to close the Public Hearing at 7:21 p.m

Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes Sniegowski; absent. Motion passed.

**E. Clerk's Report**

A. Clerk Smollen informed that she attended the MCI Winter Seminar last week on January 18 and 19<sup>th</sup>. Sessions were: auditing (both Village personal and auditors' responsibilities); the Government Library Depository (of which there is one in Schaumberg); and communication among staff (make it a conversation, not an order).

**B. Ordinances**

1. Ordinance O-3-18 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class A-3 Liquor Licenses) (Admin)(Egofske)(Schafer)

Motion by Stapleton, seconded by Blatzer, to adopt said ordinance.

Roll Call: Blatzer, Kwasneski, Maher, McClafferty (abstain), Stapleton; 4 ayes. Sniegowski; absent. Motion passed.

2. Ordinance O-4-18 Annexing to the Village of Lemont Approximately 1.67 Acres of Land Located at 14854 Kotlin Road in Lemont, IL (Kotlin LLC) (Community Development)(Stapleton)(Schafer/Berry)

Motion by McClafferty, seconded by Maher, to adopt said ordinance.

Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.

3. Ordinance O-5-18 Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to R-4 Single-Family Detached Residential District at 14854 Kotlin Road in Lemont, IL (Kotlin LLC) (Community Development)(Stapleton)(Schafer/Berry)

Motion by Blatzer, seconded by Kwasneski, to adopt said ordinance.

Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.

4. Ordinance O-6-18 Authorizing the Execution of an Annexation Agreement for 1.56 Acres Located at 1250 W. 132<sup>nd</sup> Court in Lemont, Illinois (1250 W. 132<sup>nd</sup> Court) (Community Development)(Stapleton)(Schafer/Berry)

Motion by Blatzer, seconded by Stapleton, to adopt said ordinance.

Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.

5. Ordinance O-7-18 Annexing to the Village of Lemont Approximately 1.56 Acres Located at 1250 W. 132<sup>nd</sup> Court in Lemont, IL (1250 W. 132<sup>nd</sup> Court) (Community Development)(Stapleton)(Schafer/Berry)  
Motion by Blatzer, seconded by Kwasneski, to adopt said ordinance.  
Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.
  
6. Ordinance O-8-18 Amending the Zoning Map of the Village of Lemont from R-1 Single-Family Detached Residential District to R-4 Single-Family Detached Residential District at 1250 W. 132<sup>nd</sup> Court in Lemont, IL (1250 W. 132<sup>nd</sup> Court) (Community Development)(Stapleton)(Schafer/Berry)  
Motion by Blatzer, seconded by McClafferty, to adopt said ordinance.  
Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.
  
7. Ordinance O-9-18 Granting Final Planned Unit Development (PUD) Plan Approval and Preliminary Plat Approval for an Industrial Development Located at 13011 Grant Road in Lemont, Illinois (Donegal) (Community Development)(Stapleton)(Schafer/Berry)  
Motion by Stapleton, seconded by Blatzer, to adopt said ordinance.  
Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.

#### C. Resolutions

1. Resolution R-1-18 Authorizing the Purchase of Rock Salt (Public Works)(Blatzer)(Pukula)  
Motion by Blatzer, seconded by McClafferty, to adopt said resolution.  
Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent. Motion passed.

#### F. **Village Administrator Report**

- A. Outdoor adventure project is moving forward.  
Downtown Redevelopment- H&H & Peterson's properties are being looked into.  
Wooden Paddle is under renovation before opening.  
Chipain's store front is seeing interest.  
83 & Main- we are looking for a partner on that for a mixed use.  
Main St. & 83 roads will be enlarged this summer.  
We are working on a railroad quiet zone thru town.

The Senator and Representative are working with Briarcliff to alleviate noise from I-355.

An Intergovernmental agreement with Homer Glen is in process.

**G. Staff Reports**

**A. Police**

1. Chief Maton reminded all to remember the odd/even parking restriction after 2" of snow.

**H. Unfinished Business- None**

**I. New Business- None**

**J. Motion for Executive Session**

Motion by Blatzer, seconded by Kwasneski, to move into Executive Session Discussion Under Chapter 5 ILCS to discuss Pending Litigation and Collective Bargaining Negotiations under 5 ILCS 2(c)5 of the Open Meetings Act and to close regular session.

Roll Call: Blatzer, Kwasneski, Maher, McClafferty, Stapleton; 5 ayes. Sniegowski; absent.  
Motion passed.

A meeting plan through February was discussed. Return to Regular Session at 9:00 p.m.

**XI. Action on Closed Session Item(s)- None**

**XII. Motion to Adjourn**

There being no further business, a motion was made by Maher, seconded by Blatzer, to adjourn the meeting at 9:10 p.m. VV 5 ayes. Motion passed.

Village Board  
Strategic Planning Session  
January 25 & 26, 2018  
Bolingbrook Golf Club  
2001 Rodeo Dr., Bolingbrook, IL

The annual Strategic Planning session was held with the Village Board for the purpose of redefining projects and goal setting priorities, giving various project updates and setting our goals and objectives for the coming year. The meeting was held at Bolingbrook Golf Club on Thursday, January 25 and Friday, January 26, 2018.

- I. Mayor Egofske called the meeting to order at 6:40 p.m. on Thursday, January 25, 2018.
- II. Roll Call –Trustees, Debby Blatzer, Ryan Kwasneski, Dave Maher, Ken McClafferty, Rick Sniegowski and Ron Stapleton. Also present were Clerk Charlene Smollen, George Schafer, Kay Argo, Jason Berry, Marc Maton, Linda Molitor, Ralph Pukula and Chris Smith. Trustee Kwasneski was absent on Friday.
- III. Public Comment – None.
- IV. An overview of the strategic planning process was presented by Craig Rapp from the Compass Peer Group. Craig did the first strategic planning process with the board in 2012.
- V. Our current value and mission statements was reviewed. The process to clarify our vision, mission and values took place. The current Lemont Vision Statement from 2030 Plan was reviewed and discussion took place on rewording the current vision statement and mission statements.
- VI. Review of the current environment scan items was done, and through the process of combining, identifying and then prioritizing the top items, a set of priorities were identified. From these priorities, the desired outcomes, key indicators and performance targets were identified.
- VII. Staff will review the data and create the strategic initiatives at a later date. After this process, the initiatives and overall strategic plan priorities will be reviewed by the Village Board at a future COW meeting.
- VIII. The meeting adjourned at 3:00 p.m. on Friday, January 26.



## VILLAGE BOARD

### Committee of the Whole Meeting Minutes

February 12, 2018 – 6:30 PM

Lemont Village Hall - 418 Main St. - Lemont, IL 60439

#### I. Call to Order

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

#### II. Roll Call

Present were Trustees, Blatzer, Kwasneski, Maher, McClafferty and Stapleton. Trustee Sniegowski absent. Also present were George Schafer, Jason Berry, Marc Maton, Linda Molitor and Chris Smith.

#### III. Discussion Items

##### A. Safety Village Co-Lease Opportunity

The Village has a lease agreement with MWRD for the Safety Village property. The Safety Village is currently under the management of the Village of Lemont. It is primarily utilized for meetings of non-for-profit organizations and occasionally by the Village when a special event is held. The Village is responsible for all expenses for the building, including cleaning, maintenance, supplies, insurance, repairs, etc.

The Lemont Park District presented their proposed use of the Safety Village. The Park District currently has many groups utilizing their meeting rooms, and have the need for additional space. The Park District would take over all expenses of the Safety Village and utilize the space for meetings and groups. In addition, they would like to have the restrooms available for use for people doing recreational activities around the quarry area from dawn to dusk.

Representatives from SRA Seaspar were present to explain the need for their usage through the Park District for additional space. Seaspar is formed by two or more Park Districts / Villages who want to join together to provide recreation programs for their residents with disabilities. This also allows them to offer a wide amount of programs. This area Seaspar is a group of 12 communities. Lemont has the largest participation of the programs with currently has 25 active program participants and 23 home front health participants. Seaspar Eagles is a program for adults over 18 years of age that need continued support after they graduate from high school and beyond. The Eagles program would house the Safety Village on a daily basis, thereby providing programs with two and three-day registration options. They encourage community involvement and would utilize local businesses and service. Their goal is to start with six participants per/day with a maximum of 12 plus staff.

The Village Board felt that this was a good utilization for the Safety Village. The Village will follow up with MWRD and go forward from there.

**B. Case 26-09 Lemont Road/Malley Disconnection**

The subject property at 9805 and 9815 Lemont Road are non-contiguous parcels annexed into the Village of Lemont. At the time they were annexed, it was allowed to do so without being contiguous around a forest preserve. The property owner is seeking to disconnect from the Village. This disconnected property was incorporated into the Village of Lemont and is on the Woodridge side of the boundary agreement line. This property is residential and would go back to unincorporated DuPage County if it was disconnected. The Village will determine if this disconnect would affect any of the other properties in this area that were annexed into the Village. If there is no affect to other properties, the item will be up for approval at a future Village Board meeting.

**C. Boundary Agreement with Homer Glen**

The Village previously entered into an annexation agreement with Homer Glen in May of 2017. Homer Glen is now asking that additional minor language be added to the agreement for a triangle area along I-355. Since this is a mutually desired area, this would be included on the Lemont side of the boundary line, and would be subject to a sales tax revenue sharing agreement between the two communities, should there be any future development with retail. Two parcels would have to be de-annexed from Homer Glen. The item will be up for approval at a future Village Board Meeting.

**D. Capital Improvement Plan**

The proposed FY 2019-2023 Capital Improvement Plan projects were reviewed. The proposed Capital Improvement Program (CIP) for FY19 is \$2.47 million. The majority of the utility infrastructure projects are funded from operating revenue. The majority of the roadway projects are funded from taxes, grants and developer contributions. Discussion took place on each item for funding. The Capital Improvement Plan budget will be up for approval at a future Village Board Meeting.

**E. Glens of Connemara Improvements**

The Glens of Connemara subdivision developer deposited a letter of credit for guarantee of improvements to the subdivision. Most of the improvements have been completed, and the developer has agreed to keep the existing letter of credit in place for a two-year maintenance period should there be a need to rectify any of the recent improvements. The item will be up for approval at a future board meeting.

**IV. Unfinished Business**

**V. New Business**

- A. Unapproved Permit Variances – Discussion took place on the consequences of property owners defraying from an approved permit.**

**VI. Audience Participation**

**VII. Executive Session - None**

**VIII. Adjourned at 10:00 p.m.**

# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17160	01/25/2018	Reconciled		02/02/2018	Accounts Payable	Norvilla LLC	\$8,141.07	\$8,141.07	\$0.00
	Invoice		Date	Description			Amount		
	160454-5F		01/12/2018	IMTT Culvert			\$8,141.07		
17161	01/26/2018	Open			Utility Management Refund	RALLO, CECLIA	\$158.95		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family		200418-005	Refund final bill overpayment	01/26/2018	Refund			
17162	01/31/2018	Reconciled		02/05/2018	Accounts Payable	Lemont Area Chamber of Commerce	\$3,300.00	\$3,300.00	\$0.00
	Invoice		Date	Description			Amount		
	Jan 2017		01/01/2018	monthly fee			\$3,300.00		
17163	02/02/2018	Open			Accounts Payable	Bode, Denise, G	\$250.00		
	Invoice		Date	Description			Amount		
	15-01-15		01/21/2015	1/19/15, 1/21/15 classes			\$250.00		
17164	02/12/2018	Open			Accounts Payable	Alexander Chemical Corp	\$1,325.00		
	Invoice		Date	Description			Amount		
	SLS10067397		01/13/2018	chlorine			\$1,325.00		
17165	02/12/2018	Open			Accounts Payable	AT&T	\$2,883.39		
	Invoice		Date	Description			Amount		
	63024373750118		01/13/2018	630 243-7375 749 4 art & culture commission			\$198.36		
	63024314680118		01/13/2018	630 243-1468 926 9 parking garage			\$273.88		
	63024312300118		01/13/2018	630 243-1230 805 2 eagle ridge l/s			\$165.18		
	63024304590118		01/13/2018	630 243-0459 681 3 oak tree l/s			\$169.16		
	63024304480118		01/13/2018	630 243-0448 146 1 chestnut crossing l/s			\$156.85		
	63024317390118		01/13/2018	630 243-1739 155 8 well #6			\$220.99		
	63024316090118		01/13/2018	630 243-1609 403 9 kohls-target l/s			\$90.97		
	63025719820118		01/25/2018	630 257-1982 589 2 ruffled fthrs l/s			\$164.33		
	63025752710118		01/25/2018	630 257-5271 183 5 harpers grove l/s			\$172.74		
	63025704360118		01/25/2018	630 257-0436 056 6 glens of connemara l/s			\$173.07		
	63025759360118		01/25/2018	630 257-5936 976 9 well #4			\$177.56		
	63025722900118		01/25/2018	630 257-2290 820 6 well #3			\$232.87		
	63025795390118		01/25/2018	630 257-9539 074 6 keepataw trails l/s			\$164.84		
	63025724740118		01/25/2018	630 257-2474 474 0 p.d. backup phone line			\$356.58		
	63025752720118		01/25/2018	630 257-5272 181 8 metra station security cameras			\$166.01		
17166	02/12/2018	Open			Accounts Payable	Avalon Petroleum Company	\$20,601.93		
	Invoice		Date	Description			Amount		
	008880		01/09/2018	950 gallons diesel			\$2,501.35		
	569205		01/09/2018	1500 gallons regular			\$3,616.50		
	569423		01/19/2018	1682 gallons regular			\$4,053.62		
	018765		01/19/2018	1300 gallons diesel			\$3,399.50		
	569131		12/29/2017	1501 gallons regular			\$3,606.90		
	008846		12/29/2017	1200 gallons diesel			\$3,151.20		
	037298		12/14/2017	55 gallons kerosene			\$272.86		
17167	02/12/2018	Open			Accounts Payable	Burns Plumbing	\$455.00		
	Invoice		Date	Description			Amount		
	12722		01/18/2018	Houston pump house toilet repair			\$455.00		

# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17168	02/12/2018	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,500.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	18-02-01		02/01/2018	January 2018 legal		\$2,500.00			
17169	02/12/2018	Open			Accounts Payable	Castletown Homes, Inc.	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2016-00000505		01/24/2018	739 LEDOCHOWSKI ST.		\$1,000.00			
17170	02/12/2018	Open			Accounts Payable	Chicago Parts Sound, LLC	\$550.69		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	30IC057179		01/30/2018	parts		\$46.44			
	30IC057183		01/30/2018	parts		\$131.94			
	30IC054504		01/15/2018	parts		\$268.17			
	30IC057904		02/05/2018	parts		\$104.14			
17171	02/12/2018	Open			Accounts Payable	ComEd	\$1,550.27		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	18-01-0229		01/16/2018	0171030229 - street lights - athen knoll		\$23.60			
	18-01-7008		01/30/2018	1274527008 - street lights - Stephen, Sani Canal		\$21.11			
	18-01-6007		01/30/2018	7710116007 - street lights - Stephen St, alley off canal		\$173.14			
	18-01-8023		01/30/2018	2124138023 - street lights - 164 E Peiffer		\$67.55			
	18-01-4007		01/30/2018	2834014007 - street lights - Lite Rte 25 1080 Norwalk Rd		\$732.91			
	18-01-0007		01/29/2018	1173160007 - street lights - talcott, e of stephen		\$306.34			
	18-01-8014		01/26/2018	3909078014 - street lights - illinois, e of stephen		\$72.00			
	18-01-4052		01/26/2018	2163104052 - street lights - stephen st 1 S river		\$153.62			
17172	02/12/2018	Open			Accounts Payable	ComEd	\$4,159.32		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	17-12-2027		12/14/2017	1763156057 - street lights - 0 WS Rolling Mdw Dr - 6235062027		\$4,159.32			
17173	02/12/2018	Open			Accounts Payable	Concept Wireless Communications, Inc.	\$215.90		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	161481		01/30/2018	radio install		\$215.90			
17174	02/12/2018	Open			Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$165.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	116608		01/11/2018	MWRD IICP reporting		\$165.00			
17175	02/12/2018	Open			Accounts Payable	Cross Points Sales, Inc.	\$440.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	S992527		01/12/2018	PD alarm repair		\$440.00			
17176	02/12/2018	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	25109		01/15/2018	Cleaning Services		\$3,260.00			
17177	02/12/2018	Open			Accounts Payable	Currie Motors	\$29,177.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	H10946		01/26/2018	2018 Ford F250		\$29,177.00			

# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17178	02/12/2018	Open			Accounts Payable	Dellwood Tire & Auto	\$669.29		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2-49906		01/26/2018	tires		\$669.29			
17179	02/12/2018	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	43936		01/10/2018	PD floor mats		\$68.10			
17180	02/12/2018	Open			Accounts Payable	Dynegy Energy Services LLC	\$3,398.65		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	153917617121		01/02/2018	GMCVLG1004		\$3,398.65			
17181	02/12/2018	Open			Accounts Payable	EVT Tech	\$3,348.75		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	4062		01/16/2018	LEMA Vehicle Maintenance		\$334.90			
	4049		01/09/2018	gun rack/remote start		\$739.90			
	4044		01/08/2018	gun rack		\$514.95			
	4079		01/31/2018	custom seat cover		\$1,759.00			
17182	02/12/2018	Open			Accounts Payable	Fleet Safety Supply	\$645.48		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	69543		01/08/2018	parts		\$645.48			
17183	02/12/2018	Open			Accounts Payable	G & K Services, Inc.	\$164.70		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	6028584313		01/11/2018	V.H. carpet mats		\$82.35			
	6028589396		01/25/2018	V.H. carpet mats		\$82.35			
17184	02/12/2018	Open			Accounts Payable	Goldy Locks, Inc.	\$400.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	654919		01/05/2018	rear exit door repair		\$400.00			
17185	02/12/2018	Open			Accounts Payable	Greater Will County Emergency Services Mutual Aid	\$100.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2018-04		01/01/2018	2018 Association Dues		\$100.00			
17186	02/12/2018	Open			Accounts Payable	Heritage Technology Solutions	\$975.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	109660		01/18/2018	wireless door system maintenance contract-2/18/18- 2/17/19		\$975.00			
17187	02/12/2018	Open			Accounts Payable	IIMC	\$185.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	2018		12/18/2017	Annual Membership Fee		\$185.00			
17188	02/12/2018	Open			Accounts Payable	Illinois Law Enforcement Alarm System	\$30.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	1931		01/31/2018	2018 conference - Lauricella		\$30.00			
17189	02/12/2018	Open			Accounts Payable	Illinois State Toll Highway Authority	\$189.10		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	G123000001184		01/08/2018	Tolls #183045332 10/1/17-12/31/17		\$161.30			
	G127000000981		01/08/2018	2001007433 - annual transponder fees and tolls		\$27.80			

# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17190	02/12/2018	Open			Accounts Payable	JULIE, INC.	\$3,953.83		
	Invoice		Date	Description		Amount			
	2018-0957		01/08/2018	Julie tickets		\$3,953.83			
17191	02/12/2018	Open			Accounts Payable	Kave Inc	\$1,350.00		
	Invoice		Date	Description		Amount			
	4723		11/29/2017	stone delivered and installed for monument stone		\$1,350.00			
17192	02/12/2018	Open			Accounts Payable	Klein Thorpe & Jenkins Ltd	\$177.70		
	Invoice		Date	Description		Amount			
	193071		12/19/2017	Nov 2017 tax rate objections		\$2.84			
	193391		01/11/2018	Dec 2017 tax rate objections		\$174.86			
17193	02/12/2018	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	8060005		01/21/2018	COPIER LEASE		\$277.98			
	8060006		01/21/2018	COPIER LEASE		\$676.51			
17194	02/12/2018	Open			Accounts Payable	M & M Auto Glass & Upholstery Service	\$450.00		
	Invoice		Date	Description		Amount			
	498546		01/12/2018	windshield #1133		\$450.00			
17195	02/12/2018	Open			Accounts Payable	M/I Homes of Chicago	\$17,000.00		
	Invoice		Date	Description		Amount			
	2015-00000578(L)		02/01/2018	refund Landscape bond - 13617 Anne Dr		\$5,000.00			
	2014-00000955		02/02/2018	refund clean up deposit - 13657 Anne Dr		\$1,000.00			
	2014-00000955(L)		02/02/2018	refund Landscape bond - 13657 Anne Dr		\$5,000.00			
	2016-00000374		02/02/2018	refund clean up deposit - 18 Anne Cir		\$1,000.00			
	2016-00000374(L)		02/02/2018	refund Landscape bond - 18 Anne Cir		\$5,000.00			
17196	02/12/2018	Open			Accounts Payable	Metropolitan Industries Inc	\$30.00		
	Invoice		Date	Description		Amount			
	0000331016		01/30/2018	data connection fee		\$30.00			
17197	02/12/2018	Open			Accounts Payable	Napa Auto Parts	\$25.20		
	Invoice		Date	Description		Amount			
	648955		01/31/2018	parts		\$25.20			
17198	02/12/2018	Open			Accounts Payable	National Power Rodding Corp	\$4,462.50		
	Invoice		Date	Description		Amount			
	48948		01/25/2018	Sewer televis Pine Needles Dr		\$4,462.50			
17199	02/12/2018	Open			Accounts Payable	NiCor Gas	\$142.85		
	Invoice		Date	Description		Amount			
	18/01-0043 0		01/09/2018	69-22-85-0043 0 ruffled fthrs l/s		\$87.48			
	18/01-1000 5		01/09/2018	84-38-99-1000 5 chestnut crossing l/s		\$24.84			
	18/01-2000 8 (2)		01/09/2018	85-71-20-20008 keepataw trails l/s		\$30.53			
17200	02/12/2018	Open			Accounts Payable	Northern Illinois University	\$5,800.00		
	Invoice		Date	Description		Amount			
	0074		01/24/2018	Midwest Leadership Institute - 3 attendees		\$5,800.00			
17201	02/12/2018	Open			Accounts Payable	Novotny Engineering	\$33,505.01		
	Invoice		Date	Description		Amount			
	18		01/09/2018	306 E. Division Final Grading		\$95.00			
	16536-5		01/15/2018	Glens of Connemara sidewalks		\$3,862.50			

# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	17408-1			01/15/2018	Traffic Safety Committee		\$162.00		
	17415-1			01/15/2018	budget preparation		\$3,378.50		
	17412-1			01/15/2018	15533 W 129th w/s information		\$81.00		
	17393-1			01/15/2018	107th St IDOT resurfacing		\$81.00		
	17378-1			01/15/2018	MWRD annual reporting		\$243.00		
	16457-8			01/15/2018	2017 watermain replacement		\$2,706.25		
	13154-10			01/15/2018	83/Main engineering		\$81.00		
	17144-5			01/15/2018	2017 sanitary sewer televising & cleaning		\$92.00		
	14267-17(FED)			01/15/2018	McCarthy Road bike path		\$5,135.23		
	16577-3			01/15/2018	McCarthy Rd IDOT resurfacing		\$81.00		
	05382-40			01/15/2018	Glens of Connemara final punchlist		\$2,187.00		
	16214-7			01/15/2018	Division & Cass watermain		\$2,261.25		
	17282-3			01/15/2018	VH generator		\$1,099.50		
	17325-3			01/15/2018	Village wide tree replacement		\$1,575.00		
	02115-72			01/15/2018	NPDES flow monitoring		\$1,502.53		
	17035-9			01/15/2018	2017 MFT resurfacing		\$975.00		
	15202-13			01/15/2018	Equestrian Meadows		\$1,875.00		
	13237-22			01/15/2018	Birch Path final punch list		\$1,287.00		
	18004-1			01/15/2018	12821 Falcon Ct drainage		\$243.00		
	17416-1			01/15/2018	Ruffled feathers drainage		\$648.00		
	17391-1			01/15/2018	general engineering		\$1,543.25		
	17380-2			01/15/2018	engineering		\$324.00		
	17222-4			01/15/2018	Kwasneski Farm drainage		\$525.00		
	17041-3			01/15/2018	Will Co Triangle Parcel Development		\$81.00		
	06028-77			01/15/2018	general engineering		\$692.00		
	17418-1			01/15/2018	83 & Main service station		\$486.00		
	17419-1			01/15/2018	Budnik Plaza Parking Lot		\$202.00		
17202	02/12/2018	Open			Accounts Payable	Office Depot	\$77.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	996912859001		01/15/2018		Blank W-2 Forms		\$18.58		
	100587050001		01/23/2018		easel pad and markers		\$39.00		
	100575323001		01/23/2018		incoming/outgoing msgs book, pencils		\$20.08		
17203	02/12/2018	Open			Accounts Payable	Otis Elevator Co	\$375.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CYS31326001		08/25/2017		VH elevator witness fee		\$375.00		
17204	02/12/2018	Open			Accounts Payable	PCM/TigerDirect Business	\$34.15		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	B06465440101		01/26/2018		computer equip		\$34.15		
17205	02/12/2018	Open			Accounts Payable	Petroleum Technologies Equipment, Inc.	\$549.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19046		01/26/2018		fuel pump repair		\$549.25		
17206	02/12/2018	Open			Accounts Payable	Poellot, Joshua, J	\$300.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	20618		02/06/2018		Jan 2018 TV A/V support		\$300.00		

# Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17207	02/12/2018	Open			Accounts Payable	Police Chief's Association of Will County	\$150.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	2018		01/18/2018			Annual Membership Renewal	\$150.00		
17208	02/12/2018	Open			Accounts Payable	Quill Corporation	\$125.47		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	4118035		01/18/2018			laser labels	\$52.49		
	4545491		02/02/2018			VH office, breakroom supplies	\$72.98		
17209	02/12/2018	Open			Accounts Payable	Quinlan Security Systems	\$382.53		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	21848		02/01/2018			PW alarm contract	\$382.53		
17210	02/12/2018	Open			Accounts Payable	Rainbow Printing	\$195.95		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	412923		01/18/2018			#10 utility bill window envelopes	\$195.95		
17211	02/12/2018	Open			Accounts Payable	RCM Data Corporation	\$258.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	IN65871		01/16/2018			printer maint	\$258.00		
17212	02/12/2018	Open			Accounts Payable	Reliable Equipment & Service Co., Inc.	\$1,325.05		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	0576857-IN		01/25/2018			submersible pump	\$1,325.05		
17213	02/12/2018	Open			Accounts Payable	Robbins Schwartz	\$50.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	279096 TKH		01/26/2018			Dec 2017 services	\$50.00		
17214	02/12/2018	Open			Accounts Payable	Rod Baker Ford	\$1,158.25		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	161015		01/22/2018			parts	\$586.23		
	160538		01/04/2018			parts	\$572.02		
17215	02/12/2018	Open			Accounts Payable	Schindler Elevator Corp.	\$2,304.33		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	7152656163		01/15/2018			parking garage elevator repair 1/8/18	\$2,304.33		
17216	02/12/2018	Open			Accounts Payable	Schomig Land Surveyors, Ltd	\$2,575.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	9133-15		01/12/2018			Logan St resubdivision	\$2,575.00		
17217	02/12/2018	Open			Accounts Payable	Shred-It USA, LLC	\$110.00		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	8123961938		01/22/2018			VH shredding 13316714	\$40.00		
	8123963639		01/22/2018			LPD shredding 13335609	\$60.00		
	8123763387		12/22/2017			LPD shredding 13335609 - 11/13/17 overpayment applied	\$10.00		
17218	02/12/2018	Open			Accounts Payable	Smollen, Charlene	\$162.65		
	<u>Invoice</u>		<u>Date</u>			<u>Description</u>	<u>Amount</u>		
	18-01-20		01/20/2018			Personnel Develpmnt (dues, reimb for travel etc to meetings etc)	\$162.65		



# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17219	02/12/2018	Open			Accounts Payable	Southwest Central Dispatch	\$27,387.48		
	Invoice		Date	Description		Amount			
	18-01-15		01/15/2018	Feb 2018 assessment		\$27,387.48			
17220	02/12/2018	Open			Accounts Payable	Superior Excavating Co	\$3,900.00		
	Invoice		Date	Description		Amount			
	438		09/21/2017	Logan St sewer repair		\$3,900.00			
17221	02/12/2018	Open			Accounts Payable	Treasurer, State of Illinois	\$480.11		
	Invoice		Date	Description		Amount			
	18-01-31		01/23/2018	unclaimed property @ 6/30/15		\$480.11			
17222	02/12/2018	Open			Accounts Payable	United Laboratories Inc	\$249.48		
	Invoice		Date	Description		Amount			
	INV213409		01/26/2018	supplies		\$249.48			
17223	02/12/2018	Open			Accounts Payable	Valvoline LLC	\$141.40		
	Invoice		Date	Description		Amount			
	132051723		01/26/2018	supplies		\$141.40			
17224	02/12/2018	Open			Accounts Payable	WEX Fleet Universal	\$260.73		
	Invoice		Date	Description		Amount			
	52942983		01/31/2018	retail fuel January 2018		\$260.73			
17225	02/12/2018	Open			Accounts Payable	Addante, Lee, Ann	\$1,486.20		
	Invoice		Date	Description		Amount			
	18-02-01		02/01/2018	tuition reimbursement		\$1,486.20			
17226	02/12/2018	Open			Accounts Payable	Rag's Electric	\$1,600.00		
	Invoice		Date	Description		Amount			
	21550		01/17/2018	light pole and parts		\$1,600.00			
17227	02/12/2018	Open			Accounts Payable	Rag's Electric	\$1,472.00		
	Invoice		Date	Description		Amount			
	4827-1712		12/28/2017	17GM street light maint		\$1,000.00			
	21559		01/23/2018	fuel pump repair		\$472.00			
17228	02/12/2018	Open			Accounts Payable	United States Postal Service	\$4,000.00		
	Invoice		Date	Description		Amount			
	18-02-01		02/01/2018	Postage Meter Refill		\$4,000.00			
17229	02/12/2018	Open			Accounts Payable	Archadeck of Chicagoland	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00001110		02/02/2018	refund clean up deposit - Sykes-339 E Logan St		\$1,000.00			
17230	02/12/2018	Open			Accounts Payable	Diaz, Nancy	\$230.00		
	Invoice		Date	Description		Amount			
	18-02-05		02/05/2018	refund for returned Metra passes #0034		\$230.00			
17231	02/12/2018	Open			Accounts Payable	Gornik, Andrzej	\$6,500.00		
	Invoice		Date	Description		Amount			
	2016-00000037		02/02/2018	refund clean up deposit, landscape bond, temp occ bond		\$6,500.00			
17232	02/12/2018	Open			Accounts Payable	Sass, Lori	\$230.00		
	Invoice		Date	Description		Amount			
	18-01-31		01/31/2018	refund for returned Metra passes #0132		\$230.00			
Type Check Totals:					73 Transactions		\$217,229.86	\$11,441.07	\$0.00

# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
EFT									
316	01/24/2018	Open			Accounts Payable	Southwest Agency for Health Management	\$104,488.93		
	Invoice		Date	Description		Amount			
	2018-00000982		01/18/2018	Feb 2018 health & dental premiums		\$104,488.93			
317	01/31/2018	Reconciled			Accounts Payable	CareerBuilder Employment Screening, LLC	\$71.95	\$71.95	\$0.00
	Invoice		Date	Description		Amount			
	AUR1052014		12/31/2018	Dec 2017 background checks		\$71.95			
318	02/01/2018	Reconciled			Accounts Payable	ComEd	\$12,273.82	\$12,273.82	\$0.00
	Invoice		Date	Description		Amount			
	17-11-2027		11/13/2017	1763156057 - street lights - 0 WS Rolling Mdw Dr		\$12,273.82			
319	02/01/2018	Reconciled			Accounts Payable	ComEd	\$657.86	\$657.86	\$0.00
	Invoice		Date	Description		Amount			
	17-09-9017		08/31/2017	0015029017 - street lights - 55 Stephen St		\$657.86			
320	02/09/2018	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$41,367.94		
	Invoice		Date	Description		Amount			
	14341		01/31/2018	Jan 2018 contribution		\$41,367.94			
321	02/06/2018	Open			Accounts Payable	ComEd	\$191.65		
	Invoice		Date	Description		Amount			
	17-10-9017		10/02/2017	0015029017 - street lights - 55 Stephen St		\$191.65			
322	02/12/2018	Open			Accounts Payable	CivicPlus	\$2,731.49		
	Invoice		Date	Description		Amount			
	168728		02/01/2018	Website Hosting		\$2,731.49			
323	02/12/2018	Open			Accounts Payable	Lemont Area Chamber of Commerce	\$3,300.00		
	Invoice		Date	Description		Amount			
	18-02-01		02/01/2018	Feb 2018 services		\$3,300.00			
324	02/12/2018	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	000079cm		12/31/2017	credit memo for overpayment		(\$3,336.67)			
	0000112		12/31/2017	Dec 2017 services		\$3,336.67			
	0000128		01/31/2018	Feb 2018 services		\$3,336.67			
325	02/12/2018	Open			Accounts Payable	Tate, Jamie, M	\$1,790.40		
	Invoice		Date	Description		Amount			
	18-02		01/22/2018	Outside Services-all professional services		\$1,790.40			

Type EFT Totals:

FM-Clearing - Accounts Payable Totals

10 Transactions

\$170,210.71      \$13,003.63      \$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$205,788.79	\$0.00
	Reconciled	2	\$11,441.07	\$11,441.07
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	73	\$217,229.86	\$11,441.07

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	7	\$157,207.08	\$0.00

# Payment Register

From Payment Date: 1/23/2018 - To Payment Date: 2/12/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled		3	\$13,003.63	\$13,003.63
					Voided		0	\$0.00	\$0.00
					Total		10	\$170,210.71	\$13,003.63
<b>Grand Totals:</b>									
		<b>All</b>			<b>Status</b>		<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open		78	\$362,995.87	\$0.00
					Reconciled		5	\$24,444.70	\$24,444.70
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		83	\$387,440.57	\$24,444.70
		<b>Checks</b>			<b>Status</b>		<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open		71	\$205,788.79	\$0.00
					Reconciled		2	\$11,441.07	\$11,441.07
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		73	\$217,229.86	\$11,441.07
		<b>EFTs</b>			<b>Status</b>		<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open		7	\$157,207.08	\$0.00
					Reconciled		3	\$13,003.63	\$13,003.63
					Voided		0	\$0.00	\$0.00
					Total		10	\$170,210.71	\$13,003.63
		<b>All</b>			<b>Status</b>		<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open		78	\$362,995.87	\$0.00
					Reconciled		5	\$24,444.70	\$24,444.70
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		83	\$387,440.57	\$24,444.70

# Payment Register

From Payment Date: 2/13/2018 - To Payment Date: 2/26/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17235	02/26/2018	Open			Accounts Payable	3SI Security Systems Inc	\$432.00		
	Invoice		Date	Description		Amount			
	0000535620		01/30/2018	tracking devices		\$432.00			
17236	02/26/2018	Open			Accounts Payable	5th Avenue Construction	\$8,519.00		
	Invoice		Date	Description		Amount			
	2016-00000601		02/12/2018	refund clean up deposit - 12859 Tullamore Ln.		\$1,000.00			
	2016-00000601(L)		02/12/2018	refund Landscape Bond - 12859 Tullamore Ln		\$7,019.00			
	2016-00000601(T)		02/12/2018	refund Temp Occ bond - 12859 Tullamore Ln		\$500.00			
17237	02/26/2018	Open			Accounts Payable	American Environmental Corporation	\$450.00		
	Invoice		Date	Description		Amount			
	367016-0015		12/31/2017	Dec 2017 OAN services		\$450.00			
17238	02/26/2018	Open			Accounts Payable	Ashbury Woods Development LLC	\$2,000.00		
	Invoice		Date	Description		Amount			
	2016-0000042		02/08/2018	refund clean up deposit - 1536 Ashbury Pl		\$1,000.00			
	2017-00000316		02/08/2018	refund clean up deposit - 1509 Ashbury Pl		\$1,000.00			
17239	02/26/2018	Open			Accounts Payable	AT&T	\$140.92		
	Invoice		Date	Description		Amount			
	18-02-9005		02/02/2018	126379005 - metra station internet		\$75.46			
	18-01-1261		01/31/2018	142021261 - Village Hall internet		\$65.46			
17240	02/26/2018	Open			Accounts Payable	Avalon Petroleum Company	\$3,337.74		
	Invoice		Date	Description		Amount			
	569474		01/30/2018	1401 gallons regular		\$3,337.74			
17241	02/26/2018	Open			Accounts Payable	Chicago Metropolitan Agency for Planning	\$623.80		
	Invoice		Date	Description		Amount			
	FY2018--135		01/01/2018	membership renewal dues		\$623.80			
17242	02/26/2018	Open			Accounts Payable	Cintas Corporation	\$87.80		
	Invoice		Date	Description		Amount			
	5009842488		02/05/2018	first aid supplies		\$87.80			
17243	02/26/2018	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	MAR 2018		02/02/2018	security camera maintenance		\$2,430.00			
17244	02/26/2018	Open			Accounts Payable	College of DuPage	\$200.00		
	Invoice		Date	Description		Amount			
	8712		01/24/2018	Forensic Conference - J Kurzawa		\$200.00			
17245	02/26/2018	Open			Accounts Payable	ComEd	\$5,605.17		
	Invoice		Date	Description		Amount			
	18-02-3016		02/05/2018	9338003016 - street lights - houston 1N schultz		\$26.25			
	18-02-0155		02/05/2018	1515080155 - street lights - 451 Talcott		\$15.99			
	18-02-4009		02/05/2018	0348764009 - street lights - 47 Stevens St		\$71.94			
	18-02-7033		02/02/2018	2213017033 - Main St lift station - bell rd, main st		\$143.46			
	18-02-2063		02/02/2018	1443022063 - street lights - KA Steel path		\$33.68			
	18-01-2027		01/18/2018	1763156057 - 0 WS Rolling Meadow Dr - 62350-62027		\$4,513.79			
	18-02-0229		02/14/2018	0171030229 - street lights - athen knoll		\$49.46			

# Payment Register

From Payment Date: 2/13/2018 - To Payment Date: 2/26/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	18-02-3015		02/06/2018	0432203015 - street lights - 44 Stephen St			\$91.59		
	18-02-9011		02/01/2018	6534089011 - street lights - 411 Singer Ave Rear			\$383.51		
	18-01-6066		01/30/2018	1763156066 - 0 Main St, Stephen St (Master Acct)			\$275.50		
17246	02/26/2018	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description			Amount		
	57907857		01/25/2018	25243175 - 02/11/18-03/10/18			\$602.00		
17247	02/26/2018	Open			Accounts Payable	Dellwood Tire & Auto	\$185.30		
	Invoice		Date	Description			Amount		
	2-50009		02/12/2018	repair PW1137&1136			\$185.30		
17248	02/26/2018	Open			Accounts Payable	Dynegy Energy Services LLC	\$21,968.82		
	Invoice		Date	Description			Amount		
	9085318011		01/31/2018	GMCVLG1001			\$18,471.13		
	153917618011		02/01/2018	GMCVLG1004			\$3,497.69		
17249	02/26/2018	Open			Accounts Payable	GCS Supply, LLC	\$150.00		
	Invoice		Date	Description			Amount		
	IVC0109623		02/12/2018	saw blade			\$150.00		
17250	02/26/2018	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$7,245.00		
	Invoice		Date	Description			Amount		
	2017710		02/12/2018	I.T. Support			\$5,282.50		
	20170675		01/20/2018	I.T. Support			\$1,962.50		
17251	02/26/2018	Open			Accounts Payable	Hoppy's Landscaping, Inc.	\$14,860.00		
	Invoice		Date	Description			Amount		
	6813-95		02/11/2018	Downtown snow removal			\$11,760.00		
	6813-92		02/10/2018	VH snow removal			\$250.00		
	6813-94		02/11/2018	VH snow removal			\$250.00		
	6813-90		02/09/2018	VH snow removal			\$675.00		
	6813-89		02/09/2018	PD snow removal			\$1,225.00		
	6813-91		02/09/2018	PD snow removal			\$350.00		
	6813-93		02/11/2018	PD snow removal			\$350.00		
17252	02/26/2018	Open			Accounts Payable	IIMC	\$660.00		
	Invoice		Date	Description			Amount		
	18-02-18		02/08/2018	May 19-22, 2018 conference attendance			\$660.00		
17253	02/26/2018	Open			Accounts Payable	Illinois City County Management Association(ILCMA)	\$50.00		
	Invoice		Date	Description			Amount		
	1151		02/08/2018	job posting - CDM			\$50.00		
17254	02/26/2018	Open			Accounts Payable	IRMA	\$290.00		
	Invoice		Date	Description			Amount		
	IVC0010373		12/31/2017	PCSC Training - Pappas, Kondrat			\$290.00		
17255	02/26/2018	Open			Accounts Payable	Look Nu, LLC	\$1,000.00		
	Invoice		Date	Description			Amount		
	2016-00001041		02/13/2018	refund clean up deposit			\$1,000.00		
17256	02/26/2018	Open			Accounts Payable	M/I Homes of Chicago	\$3,000.00		
	Invoice		Date	Description			Amount		
	2015-00000151		02/06/2018	refund clean up deposit - 13665 Anne Dr			\$1,000.00		

# Payment Register

From Payment Date: 2/13/2018 - To Payment Date: 2/26/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	2017-00000226		02/06/2018		refund clean up deposit - 13825 Amelia Dr		\$1,000.00		
	2017-00000506		02/06/2018		refund clean up deposit - 13631 Kettering Pky		\$1,000.00		
17257	02/26/2018	Open			Accounts Payable	M/I Homes of Chicago		\$1,691.40	
	Invoice		Date		Description		Amount		
	2018-00000819(C)		01/30/2018		refund of permit fees overcharged - 13784 Anne Dr		\$1,691.40		
17258	02/26/2018	Open			Accounts Payable	Menards		\$163.74	
	Invoice		Date		Description		Amount		
	21943		02/01/2018		building & maintenance supplies		\$163.74		
17259	02/26/2018	Open			Accounts Payable	MidCounty Media Inc		\$274.23	
	Invoice		Date		Description		Amount		
	18-02-05		02/05/2018		2018 Antique Guide ad		\$274.23		
17260	02/26/2018	Open			Accounts Payable	Morris Engineering, Inc.		\$1,940.00	
	Invoice		Date		Description		Amount		
	18-06736		02/02/2018		Jan 2018 reviews and inspections		\$1,940.00		
17261	02/26/2018	Open			Accounts Payable	NiCor Gas		\$677.39	
	Invoice		Date		Description		Amount		
	18/02-0043 4		02/07/2018		69-22-85-0043 0 ruffled fthrs l/s		\$91.23		
	18/02-1000 5		02/07/2018		84-38-99-1000 5 chestnut crossing l/s		\$24.24		
	18/02-20008		02/07/2018		85-71-20-20008 keepataw trails l/s		\$29.33		
	18/02-8700 1		02/02/2018		93-56-54-8700 1 smith farms l/s		\$24.21		
	18/02-9378 5		02/01/2018		25-59-90-9378 5 well #6		\$108.20		
	18/02-9589 2		02/02/2018		37-62-87-9589 2 target-kohls l/s		\$24.21		
	18/02-2000 4		02/01/2018		04-46-52-2000 4 well #4		\$125.92		
	18/02-2382 4		02/01/2018		88-84-93-2382 4 glens of connemara l/s		\$25.45		
	18/02-2000 8 (2)		02/02/2018		37-54-52-2000 8 well #3		\$149.28		
	18/02-2000 6		02/01/2018		69-98-10-2000 6 oak tree ln l/s		\$24.35		
	18/02-2000 8		02/02/2018		74-12-00-2000 8 harpers grove l/s		\$25.23		
	18/02-4722 3		02/02/2018		91-25-56-4722 3 eagle ridge l/s		\$25.74		
17262	02/26/2018	Open			Accounts Payable	Novotny Engineering		\$4,869.28	
	Invoice		Date		Description		Amount		
	16342-19		02/06/2018		739 Ledochowski St. Final Grading		\$65.00		
	17415-2		02/06/2018		budget preparation		\$211.75		
	18004-2		02/13/2018		1281 Falcon Ct drainage		\$246.00		
	17416-2		02/13/2018		Ruffled Feathers drainage		\$328.00		
	17222-5		02/13/2018		Kwasneski Farm drainage		\$190.00		
	16536-6		02/13/2018		Glens of Connemara sidewalks		\$152.00		
	02115-73		02/13/2018		NPDES flow monitoring		\$655.53		
	17238-3		02/13/2018		Safety Village green infrastructure		\$256.00		
	17281-1		02/13/2018		Chestnut Crossing L/S generator		\$2,765.00		
17263	02/26/2018	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.		\$186.50	
	Invoice		Date		Description		Amount		
	1010506681		01/12/2018		random drug screen		\$62.50		
	1010506249		01/10/2018		pre-employment screening		\$124.00		
17264	02/26/2018	Open			Accounts Payable	Office Depot		\$160.53	
	Invoice		Date		Description		Amount		
	103552055001		02/02/2018		2018 W2, 1099 forms		\$160.53		

# Payment Register

From Payment Date: 2/13/2018 - To Payment Date: 2/26/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17265	02/26/2018	Open			Accounts Payable	Parent Petroleum Inc	\$698.00		
	Invoice		Date	Description		Amount			
	1175596		02/12/2018	hydraulic oil		\$698.00			
17266	02/26/2018	Open			Accounts Payable	PCM/TigerDirect Business	\$20,826.83		
	Invoice		Date	Description		Amount			
	B06150950101		02/08/2018	software licenses		\$19,662.90			
	B06812230101		02/07/2018	computer equipment		\$1,163.93			
17267	02/26/2018	Open			Accounts Payable	Peppers Lemont Auto Care	\$404.45		
	Invoice		Date	Description		Amount			
	120719		01/16/2018	repair 065		\$404.45			
17268	02/26/2018	Open			Accounts Payable	Quill Corporation	\$297.57		
	Invoice		Date	Description		Amount			
	4389954		01/29/2018	VH office, breakroom supplies		\$210.87			
	4379080		01/29/2018	VH office, breakroom supplies		\$17.63			
	4158417		01/19/2018	VH office, breakroom supplies		\$69.07			
17269	02/26/2018	Open			Accounts Payable	Rag's Electric	\$1,000.00		
	Invoice		Date	Description		Amount			
	4827-1801		01/30/2018	18GM street light maintenance		\$1,000.00			
17270	02/26/2018	Open			Accounts Payable	Rainbow Printing	\$81.00		
	Invoice		Date	Description		Amount			
	412918		01/16/2018	date stamper		\$81.00			
17271	02/26/2018	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$185.97		
	Invoice		Date	Description		Amount			
	1807661-IN		02/08/2018	uniforms - RR		\$139.99			
	1756188-IN.		10/17/2017	uniforms - missed invoice		\$45.98			
17272	02/26/2018	Open			Accounts Payable	Rush Truck Centers	\$2,162.99		
	Invoice		Date	Description		Amount			
	3008976946		01/02/2018	parts		\$54.91			
	3009144516		01/17/2018	parts		\$715.00			
	3009482741		02/14/2018	parts		\$595.00			
	3009489250		02/15/2018	parts		\$65.90			
	3009458513		02/13/2018	parts		\$251.60			
	3009410194		02/08/2018	parts		\$165.00			
	3009510103		02/16/2018	parts		\$93.80			
	3009475061		02/14/2018	parts		\$48.90			
	3009442976		02/12/2018	parts		\$109.98			
	3009495414		02/15/2018	parts		\$62.90			
17273	02/26/2018	Open			Accounts Payable	Rydin Decal	\$286.88		
	Invoice		Date	Description		Amount			
	340366		01/25/2018	2018, 2019 downtown parking permits		\$286.88			
17274	02/26/2018	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,500.00		
	Invoice		Date	Description		Amount			
	101778		01/31/2018	Jan 2018 adjudication		\$1,000.00			
	101390		12/31/2017	Dec 2017 adjudication		\$500.00			

# Payment Register

From Payment Date: 2/13/2018 - To Payment Date: 2/26/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17275	02/26/2018	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$106.26		
	Invoice		Date	Description			Amount		
	02-08ma18		02/01/2018	Feb 2018 plotter maintenance			\$50.00		
	02-0303mr		02/15/2018	10/02/17-02/01/18 plotter usage			\$56.26		
17276	02/26/2018	Open			Accounts Payable	Surefire Auto Parts	\$5.65		
	Invoice		Date	Description			Amount		
	541553		02/12/2018	parts			\$5.65		
17277	02/26/2018	Open			Accounts Payable	Tebos Evergreens	\$650.00		
	Invoice		Date	Description			Amount		
	18-01-30		01/30/2018	Nov 2017 Christmas tree delivery			\$650.00		
17278	02/26/2018	Open			Accounts Payable	The Municipal Clerks of Illinois	\$65.00		
	Invoice		Date	Description			Amount		
	17-11-19		02/05/2018	2018 membership renewal - C Smollen			\$65.00		
17279	02/26/2018	Open			Accounts Payable	Tracy Cross & Associates Inc	\$6,638.75		
	Invoice		Date	Description			Amount		
	13130		01/29/2018	Development Study			\$6,638.75		
17280	02/26/2018	Open			Accounts Payable	Tressler, LLP	\$20,305.38		
	Invoice		Date	Description			Amount		
	388861		02/07/2018	Jan 2018 litigation			\$12,672.00		
	388862		02/07/2018	Jan 2018 legal			\$120.00		
	388860		02/07/2018	Jan 2018 retainer			\$7,513.38		
17281	02/26/2018	Open			Accounts Payable	Tyler Technologies Inc	\$1,200.00		
	Invoice		Date	Description			Amount		
	045-213524		02/01/2018	consulting			\$1,200.00		
17282	02/26/2018	Open			Accounts Payable	Verizon Wireless	\$46.02		
	Invoice		Date	Description			Amount		
	9801035763		02/03/2018	685282853-00001			\$46.02		
17283	02/26/2018	Open			Accounts Payable	Vision Service Plan	\$862.80		
	Invoice		Date	Description			Amount		
	804749670		01/17/2018	Feb 2018 vision insurance premiums			\$862.80		
17284	02/26/2018	Open			Accounts Payable	Willowbrook Ford Inc.	\$777.75		
	Invoice		Date	Description			Amount		
	6264630		02/15/2018	repair/recall PD1501			\$427.50		
	6264796		02/15/2018	repair/recall PD1502			\$350.25		
17285	02/26/2018	Open			Accounts Payable	Chicago Stockyard Kilty Band	\$600.00		
	Invoice		Date	Description			Amount		
	18-02-19		02/19/2018	3/10/18 performance			\$600.00		
17286	02/26/2018	Open			Accounts Payable	Galica, Joseph	\$300.00		
	Invoice		Date	Description			Amount		
	18-02-19		02/19/2018	3/10/18 horse and carriage			\$300.00		
17287	02/26/2018	Open			Accounts Payable	Hughes Academy of Irish Dance	\$100.00		
	Invoice		Date	Description			Amount		
	18-02-19		02/19/2018	3/10/18 performance			\$100.00		



# Payment Register

From Payment Date: 2/13/2018 - To Payment Date: 2/26/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17288	02/26/2018	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	18-02-15		02/15/2018	registration fee - E J Carlson		\$30.00			
17289	02/26/2018	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	18-02-15		02/15/2018	registration fee - E J Carlson		\$30.00			
17290	02/26/2018	Open			Accounts Payable	Ryan, Daniel, J	\$600.00		
	Invoice		Date	Description		Amount			
	18-02-19		02/01/2018	3/10/18 performance		\$600.00			
17291	02/26/2018	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	18-02-15		02/15/2018	registration fees - E J Carlson		\$5.00			
17292	02/26/2018	Open			Accounts Payable	Barton, Joseph	\$5,000.00		
	Invoice		Date	Description		Amount			
	2015-00001050		02/14/2018	refund Landscape bond		\$5,000.00			
17293	02/26/2018	Open			Accounts Payable	Gallardo, Humberta	\$87.50		
	Invoice		Date	Description		Amount			
	17-09-02		09/02/2017	refund 50% special use liquor license		\$87.50			
17294	02/26/2018	Open			Accounts Payable	McNaughton Development	\$1,500.00		
	Invoice		Date	Description		Amount			
	2015-00001050		02/14/2018	refund Clean Up Deposit and Temp Occ bond - 5 Limestone Ct		\$1,500.00			
17295	02/26/2018	Open			Accounts Payable	St. Patrick Parish	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000997		02/08/2018	refund clean up deposit		\$1,000.00			
17296	02/26/2018	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	18-02-15		02/15/2018	Mar 2018 payment		\$1,147.49			
Type Check Totals:					62 Transactions		\$152,301.91		
EFT									
326	02/23/2018	Open			Accounts Payable	Southwest Agency for Health Management	\$104,488.93		
	Invoice		Date	Description		Amount			
	2018-00001133		02/21/2018	Mar 2018 health & dental premiums		\$104,488.93			
327	02/26/2018	Open			Accounts Payable	Tate, Jamie, M	\$805.00		
	Invoice		Date	Description		Amount			
	18-03		02/07/2018	1/22/18 TO 2/4/18 planning services		\$805.00			
Type EFT Totals:					2 Transactions		\$105,293.93		
FM-Clearing - Accounts Payable Totals									
					<u>Checks</u>	<u>Status</u>	<u>Count</u>	<u>Transaction Amount</u>	<u>Reconciled Amount</u>
						Open	62	\$152,301.91	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						<u>Total</u>	<u>62</u>	<u>\$152,301.91</u>	<u>\$0.00</u>

# Payment Register

From Payment Date: 2/13/2018 - To Payment Date: 2/26/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>EFTs</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	2	\$105,293.93	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>2</b>	<b>\$105,293.93</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	64	\$257,595.84	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>64</b>	<b>\$257,595.84</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
				<b>Checks</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	62	\$152,301.91	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>62</b>	<b>\$152,301.91</b>	<b>\$0.00</b>	
				<b>EFTs</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	2	\$105,293.93	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>2</b>	<b>\$105,293.93</b>	<b>\$0.00</b>	
				<b>All</b>					
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	64	\$257,595.84	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>64</b>	<b>\$257,595.84</b>	<b>\$0.00</b>	

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

**FROM:** Linda Molitor, Executive Assistant/CRM

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

**DATE:** February 26, 2018

**SUMMARY/ BACKGROUND**

The Liquor License applicant of Lemont Carousel, Inc., d/b/a Illinois Bar & Grill at 1131 State Street in Lemont is seeking an A-3 Liquor License from the Village of Lemont. This is a change in classification from an A-2 due to the venue serving food.

The number of A-2 Liquor License will be reduced from 1 to 0 and the number of A-3 Liquor Licenses will be increased from 17 to 18 in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees.

**STAFF RECOMMENDATION**

To approve the Ordinance to amend the Lemont Municipal Code Chapter 5.04, Section 5.04.080 for Liquor Licenses by allowing for a decrease of one A-2 Liquor License and an increase of one Class A-3 Liquor License.

**BOARD ACTION REQUESTED**

Motion and adoption of the attached Ordinance.

**ATTACHMENTS**

An Ordinance Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Decreasing Number of Class A-2 Liquor Licenses and Increasing Number of Class A-3 Liquor Licenses).

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

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Decreasing Number of Class A-2 Liquor Licenses and  
Increasing Number of Class A-3 Liquor Licenses)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 26 DAY OF FEBRUARY 2018**

**Published in pamphlet form by  
Authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will and  
DuPage, Illinois, this 26 day of February 2018**

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

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Decreasing Number of Class A-2 Liquor Licenses and  
Increasing Number of Class A-3 Liquor Licenses)**

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

**WHEREAS**, Lemont Carousel, Inc., d/b/a Illinois Bar & Grill operating at 1131 State Street, had previously applied for and was issued a Class A-2 Liquor License by the Village; and

**WHEREAS**, Lemont Carousel, Inc., d/b/a Illinois Bar & Grill will sell its business, thereby surrendering the liquor license previously issued by the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont desire to decrease the number of Class A-2 liquor licenses granted.

**WHEREAS**, Lemont Carousel, Inc., d/b/a Illinois Bar & Grill, operating at 1131 State Street, has applied for a Class A-3 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

**WHEREAS**, the President and Board of Trustees of the Village of Lemont desire to increase the number of Class A-3 liquor licenses granted.

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

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

**SECTION 2:** The number of Class A-2 liquor licenses, as set forth in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees, to be issued at any one time shall not exceed the number of 0.

**SECTION 3:** The number of Class A-3 liquor licenses, as set forth in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees, to be issued at any one time shall not exceed the number of 18.

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

**SECTION 5:** All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

**SECTION 6:** The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 26 DAY OF FEBRUARY 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**JOHN EGOFSKE**  
**President**

ATTEST:

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

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

**A RESOLUTION REVIEWING THE NEED FOR CONFIDENTIALITY OF CLOSED SESSION MEETINGS**

**WHEREAS**, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires all public bodies to keep written minutes of all of their meetings, whether open or closed, and specifies the minimum contents thereof; and

**WHEREAS**, the Open Meetings Act requires each public body to periodically, but no less than semi-annually, meet to review minutes of all closed meetings to determine (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:**

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

**SECTION 2:** The President and Board of Trustees hereby determine that the need for confidentiality still exists with respect to the minutes of the closed session previously approved, and nothing contained herein shall be construed as or constitute a waiver of said confidentiality.

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage 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 26th day of February, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

\_\_\_\_\_  
**John Egofske**  
**President**

ATTEST:

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

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

**A RESOLUTION PROVIDING FOR THE DESTRUCTION  
OF CERTAIN VERBATIM RECORDINGS OF CLOSED SESSION MEETINGS**

**WHEREAS**, the President and Board of Trustees of the Village of Lemont have maintained verbatim recordings of all closed session meetings of the Village of Lemont in accordance with and as required by Section 2.06 the Open Meetings Act (5 ILCS 120/1 *et seq.*) (the “Act”); and

**WHEREAS**, the Act allows verbatim records of closed meetings or closed sessions of open meetings (“Closed Session Meetings”) to be destroyed without notification to, or the approval of, a records commission under the Local Records Act, no less than 18 months after the completion of the meeting recorded, but only after:

1. The President and Board of Trustees approve the destruction of a particular recording; and
2. The President and Board of Trustees approve minutes of the closed session meeting that meet the written minutes requirements of subsection 2.06 (a) of the Act; and

**WHEREAS**, the Village of Lemont wishes to destroy certain verbatim recordings of Closed Session Meetings as permitted under the Act;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES AS FOLLOWS:**

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

**SECTION 2:** The President and Board of Trustees hereby approve the minutes for all of the Closed Session Meetings set forth in Exhibit A, attached hereto and incorporated by reference herein.

**SECTION 3:** The President and Board of Trustees hereby authorize the destruction of all verbatim recordings of the Closed Session Meetings identified in Exhibit A, and hereby direct Village of Lemont staff to destroy said verbatim recordings on the destruction dates set forth in Exhibit A, or as soon thereafter as practicable.

**SECTION 4:** This Resolution shall be in full force and effect from and after its passage as provided by law. All prior resolutions, motions and orders in conflict herewith are hereby repealed, to the extent of such conflict.



**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 26th day of February, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**JOHN EGOFSKE**  
**President**

ATTEST:

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

## EXHIBIT A

### Closed Session Verbatim Recordings Destruction Schedule

Meeting Date	Minutes Approved Date	Destruction Date
05-22-17	02-26-18	11-22-18
06-12-17	02-26-18	12-12-18
08-14-17	02-26-18	02-14-18
09-25-17	02-26-18	03-25-18
01-08-18	02-26-18	07-08-18
01-22-18	02-26-18	07-22-18

**TO:** Mayor and Village Board

**FROM:** Chris Smith, Finance Director

**THROUGH:** George Schafer, Village Administrator

**SUBJECT:** 2019 Capital Improvements Program (CIP) Resolution

**DATE:** February 26, 2018

### **SUMMARY/BACKGROUND**

Staff began the FY2019-FY2023 Capital Improvement Program (CIP) November 2017. All capital requests were submitted to Finance in December 2017. The capital program was discussed with the Board at a Committee of the Whole meeting on February 12<sup>th</sup>.

The CIP represents the Village of Lemont's commitment to the plan and maintain assets linked to the mission outlined in the Strategic Plan. In addition, the CIP represents the long term investment in the Village's infrastructure. The CIP is an integral part of our effort to "maintain the reliability of the infrastructure with deliberate, budget improvements based on equitable assessments of the systems."

The attached resolution formally authorizes the projects approved by the Village Board. Once the resolution is passed various construction projects can go out for bid. The Capital Improvement Program is a guideline for the budgeting and expenditure of funds for capital improvements of the Village of Lemont during fiscal year 2019. However, nothing in the Capital Improvement Program shall create an entitlement for any person or entity to have a particular improvement or expenditure made without formal approval by the Village Board. All expenditures and revenue for the Capital Improvement Program have been incorporated into the FY2019 Proposed Annual Operating Budget that is scheduled to be approved on April 9, 2018.

### **ANALYSIS**

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

##### ***2014 Strategic Plan.***

The CIP projects are consistent with the Financial Stability and Quality Infrastructure strategic priority.

The Financial Stability priority outlines indicators and initiatives surrounding five year financial plans, projecting revenues and utilizing resources. As previously mentioned when developing the plan staff incorporated recourse allocation, prioritization, evaluation of external factors, and cost evaluations.

The Quality infrastructure strategic priority outlines indicators and initiatives that call for a formalized capital improvement plans that is updated annually. This plan is designed to meet the future Village-wide infrastructure projects.

*Lemont 2030 Comprehensive Plan.*

The Comprehensive Plan is reviewed when determining the road improvement, bike path, and water infrastructure projects.

## **ATTACHMENTS**

- 1. Resolution**
- 2. Outline of Projects**



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

**A Resolution Approving the Capital Improvement Program for the Village of Lemont  
For Fiscal Year 2019**

**WHEREAS**, the Village of Lemont (“Village”) Village Administrator proposed to the Village Board a Capital Improvement Program for fiscal year 2019; and

**WHEREAS**, the Village Board is desirous of approving the program in order to plan and provide for the development and construction of capital improvements.

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

**Section One:** The foregoing findings and recitals, and each of them, are hereby adopted as Section One of this Resolution and are incorporated by reference as if set forth verbatim herein.

**Section Two:** The Capital Improvement Program for the Village of Lemont for fiscal year 2019 is hereby approved in the amount of \$2,471,940.

**Section Three:** The Capital Improvement Program shall be a guideline for the budgeting and expenditure of funds for capital improvements of the Village of Lemont during fiscal year 2019. However, nothing in the Capital Improvement Program shall create an entitlement for any person or entity to have a particular improvement made or require the Village to expend any money without formal approval of the same by the Village Board.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE,  
ILLINOIS on this \_26th\_ day of \_\_\_\_\_ February \_\_\_\_\_, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**John Egofske**  
**President**

ATTEST:

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

ID	CIP NAME	FY19	FY20	FY21	FY22	FY23	FUNDING SOURCES
	I & M Canal Improvements	\$ 50,000	\$ 750,000	\$ 250,000			Canal TIF
	Remodel Commuter Parking Station	\$ 250,000					Commuter Parking Fund - 100% Reimbursed
	2018 Tree Replacement	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ 27,000	General Fund
	Signs Wayfinding and Gateway	\$ 20,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	General Fund
	Village Hall Emergency Generator Set		\$ 105,000				General Fund
	East Side Division Street & State Street Retaining Wall Replacement		\$ 24,000				General Fund
	METRA Parking Lot Curb Island Modifications	\$ 69,000					General Fund - 100% reimbursed
	Annual MFT Road Resurfacing & Pavement Marking Program	\$ 945,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,000	MFT \$175,000/Road Improvement Fund
	Stephen Street - Multiple Projects		\$ 825,000				Possible TIF
	131 st Street Com Ed Path				\$ 150,000	\$ 150,000	Road Improvement Fund
	McCarthy Road Bike Path Lanes and Resurfacing: Illinois St. to Walker Rd. - Design Engineering	\$ 120,000	\$ 1,800,000				Road Improvement Fund
	State Street Resurfacing		\$ 400,000				Road Improvement Fund
	Holmes Street Corridor Sidewalk Installation	\$ 57,500					Road Improvement Fund
	2018 Hazardous Sidewalk Replacement	\$ 42,000	\$ 42,000	\$ 44,000	\$ 42,000	\$ 42,000	Road Improvement Fund
	Main Street Bike Path: I&M Canal			\$ 145,000	\$ 80,000	\$ 1,360,000	Road Improvement Fund
	IL Route 83 & Main Street Pathways by IDOT	\$ 29,440					Road Improvement Fund - Village Share
	Annual Water Main Replacement Program - Construction & Construction Engineering	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	Water/Sewer/Stormwater
	Combined Sewer Long Term Control Plan (LTCP)	\$ 150,000	\$ 150,000				Water/Sewer/Stormwater
	Annual Sanitary Sewer Cleaning & Televising	\$ 54,000	\$ 56,000	\$ 44,000	\$ 46,000	\$ 48,000	Water/Sewer/Stormwater
	Annual Water Main Replacement Program - Design Engineering	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	Water/Sewer/Stormwater
	Keepetaw & Freehauf Basin Sediment Removal	\$ 40,000					Water/Sewer/Stormwater
	Rose/Doolin Storm Sewer Repair	\$ 23,000					Water/Sewer/Stormwater
	Fifth Street		\$ 60,000	\$ 1,375,000			Water/Sewer/Stormwater
	Buffett Harbor Detention Basin Rehabilitation		\$ 23,000				Water/Sewer/Stormwater
	Police Facility Detention Basin Rehabilitation			\$ 40,000			Water/Sewer/Stormwater
	Logan Dam Sediment Removal			\$ 100,000			Water/Sewer/Stormwater
	Elevated Tank and Well		\$ 4,850,000				Water/Sewer/Stormwater
		\$ 2,471,940	\$ 9,867,000	\$ 3,280,000	\$ 1,850,000	\$ 3,132,000	

TO: Village Board  
FROM: George J. Schafer, Village Administrator  
THROUGH:  
SUBJECT Cooperative Fishing Agreement Discussion  
  
DATE: February 16, 2018

**SUMMARY/ BACKGROUND**

For several years, the Village has been investigating the opportunity to partner with the Illinois Department of Natural Resources (IDNR) to help manage the fishing environment in the Heritage Quarries Recreation Area (HQRA). The IDNR has recently updated its template policy and has sent to the Village for its review. Staff, legal and the Heritage Corridor & Outdoor Recreation Commission have reviewed the agreement.

The cooperative agreement is the first step in a comprehensive program charged with improving the fishing in the Quarry areas. Once approved by the Village, the IDNR will put the Heritage Quarry Recreation Area into their program for enforcement programming beginning in Spring of 2019. In the interim, the next steps would be for the IDNR to survey the lakes and establish detailed regulations and enforcement policies. While the agreement does not name the individual quarries specifically, the program will likely be for all of the quarries, do to their close proximity with one another.

The program and enforcement is free of charge to implement. Should cost sharing for recommendations be made by the IDNR, the Village would have to approve those recommendations. Attached to this memo is the resolution, agreement and general rules for fishing in the quarry area. Once the program is established, the Village Board can approve more restricted rules, per IDNR's recommendations.

**STAFF RECOMMENDATION**

Staff recommends the Village Board enter into an agreement with the IDNR for a cooperative fishing agreement.

**BOARD ACTION REQUESTED**

Motion to Approve Resolution



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

**A Resolution Approving a Cooperative Fishery Management Agreement between the Illinois Department of Natural Resources and the Village of Lemont**

**WHEREAS**, the Village of Lemont (“Village”) owns and maintains certain real property commonly referred to as the “Heritage Quarries Recreation Area;” and

**WHEREAS**, the Heritage Quarries Recreation Area provides a variety of recreational activities and opportunities to Village residents and the general public, including but not limited to sport fishing; and

**WHEREAS**, the President and Board of Trustees hereby desire to enter into a Cooperative Fishery Management Agreement with the Illinois Department of Natural Resources to enhance and perpetuate the aforementioned fishing opportunities (“Cooperative Fishery Management Agreement”), a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

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

**SECTION ONE:** The foregoing findings and recitals, and each of them, are hereby adopted as Section One of this Resolution and are incorporated by reference as if fully set forth herein.

**SECTION TWO:** The Cooperative Fishery Management Agreement attached hereto as Exhibit A is hereby approved.

**SECTION THREE :** The Village President, Village Clerk, and/or Village Administrator are hereby authorized to execute the Cooperative Fishery Management Agreement, and to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this Resolution.

**SECTION FOUR:** 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 26th day of February, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

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**JOHN EGOFSKE**  
**President**

ATTEST:

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

**EXHIBIT A**

**Cooperative Fishery Management Agreement**

**COOPERATIVE FISHERY MANAGEMENT AGREEMENT  
BETWEEN  
THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
AND  
Village of Lemont**

The Village of Lemont and the Illinois Department of Natural Resources (IDNR) recognize that the aquatic resources of the Heritage Quarries Recreation Area offer sport fishing opportunities and they jointly wish to see these opportunities enhanced and perpetuated. The IDNR enters into this management agreement under 20 ILCS 805/805-100 and 805-515; 515 ILCS 5/1-155 and 625 ILCS 45/1-3. To achieve these goals, both parties agree that public fishing is desirable and should be allowed and maintained in accordance with the following:

1. The IDNR recognizes that the Heritage Quarries Recreation Area is used for several purposes, including but not limited to: 1) the restoration of biologically diverse habitat, 2) the ongoing management and enhancement of high-quality and ecologically complex wildlife habitat, 3) the implementation of research on how these natural ecosystems may be restored, and 4) the provision of educational and/or recreational opportunities for low-impact activities that benefit the public. Any fisheries management program must not conflict with these purposes.
2. Village of Lemont shall issue and promulgate rules and regulations as set forth in Exhibit A (attached). Such rules and regulations will be subject to change without notice.
3. Village of Lemont shall make fishing available free of charge to the public during normal operational time periods.
4. Village of Lemont will work with the IDNR as IDNR develops and implements the fishery management recommendations including, but not limited to: aquatic vegetation management, fish population control, utilizing fish toxicants, and securing adequate numbers and species of fish for stocking purposes.
5. The IDNR, under the authority of the Illinois Fish and Aquatic Life Code, 515-ILCS 5/1-155 and associated administrative rules, 17 Ill. Adm. Code Part 810, will be responsible for establishing and enforcing rules and regulations pertaining to:
  - a. Special fish harvest regulations (Administrative Rules) regarding size and/or creel limits;
  - b. The Illinois Boat Registration and Safety Act; and
  - c. Permitting of tagged and extended duration fishing tournaments.
6. The IDNR and Village of Lemont are jointly responsible for the decision to implement special management actions, including but not limited to lake level drawdowns and/or the use of fish toxicants as part of fish population rehabilitation should it become necessary.
7. Village of Lemont is solely responsible for purchasing fish toxicants to rehabilitate fish populations once a permit to purchase toxicants has been issued by the IDNR.
8. The IDNR is responsible for:
  - a. The development and implementation of fishery management recommendations based upon appropriate bio-surveys;
  - b. The implementation, coordination, and public communication of any fish salvaging or capture operations during remediation efforts;
  - c. Helping to provide fish stocks as needed to improve or maintain sport fishing; any such stockings will be in accordance with the division of Fisheries' statewide management program and stocking priorities, and upon the annual availability of such fishes;
  - d. Application of chemicals or toxicants purchased by Village of Lemont pursuant to paragraph 7 above.

9. To accomplish its responsibilities under this agreement:
- a. The employees, officers and agents of the IDNR shall have full access to affected lands and waters; shall have the cooperation of Village of Lemont in such efforts; and shall have other rights consistent with its management responsibility;
  - b. Patrols to the lakes (quarries) and points of public access to the lakes (quarries) on land will be scheduled at the discretion of the IDNR as time and manpower permit.
10. This agreement shall be effective on the date of signing by all persons signatory to the agreement and remain in effect until December 31, 2026 but may be terminated either by Village of Lemont or the Illinois Department of Natural Resources after a written notice of 30 days. This agreement may be renewed every 10 years starting December 31, 2026, subject to review and approval by Village of Lemont and IDNR. This agreement shall not be amended unless expressly stated by all parties.
11. The Illinois Department of Natural Resources is subject to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, or disability. Further, it is agreed that no individual will be turned away from any activity that is directly associated with a program of the United States Department of the Interior, Fish and Wildlife Service, on the basis of race, color, national origin, or disability. A violation of this assurance may become reason to nullify this Cooperative Fishery Management Agreement.
12. Each Party shall defend, indemnify and hold harmless the other Party, including their respective officers, officials, employees, representatives, agents, successors and assigns, from and against any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and court costs) to the extent arising out of or connected to (a) the wrongful or negligent acts, errors or omissions of the indemnifying Party; or (b) any breach of the indemnifying Party's obligations set forth in this Agreement. All indemnification obligations set forth herein shall survive termination of this Agreement, for whatever reason.  
Neither Village of Lemont nor its employees, agents or subcontractors shall be deemed to be an agent of the State of Illinois or the IDNR.

RECOMMENDED \_\_\_\_\_  
Chief, Division of Fisheries
\_\_\_\_\_  
Date

APPROVED \_\_\_\_\_  
Director, Illinois Department of Natural Resources

APPROVED \_\_\_\_\_  
Village of Lemont
\_\_\_\_\_  
Date

**Exhibit A**  
**Heritage Quarries Recreation Area**  
**Fishing Rules**

- 1) Fishing is allowed to the general public at no charge.
- 2) All State Regulations apply. A valid State of Illinois Sport Fishing License is required for all anglers over the age of 16, unless legally declared blind or disabled. Catches may be checked by Illinois Department of Natural Resources personnel and appropriate state fines assessed if found in violation thereof.
- 3) All fishermen may be checked for bait, creel limits, and all State and site-specific regulations.
- 4) All men, women, and children will fish at their own risk. Children under 12 years of age may not fish unless under the supervision of a parent or guardian.
- 5) No animals of any kind other than fish meeting or exceeding the size or creel limits are to be taken at any time.
- 6) Only electric trolling motors are allowed. No gas motors or gas-operated boats are allowed on the lake.
- 7) NO live bait is allowed except for red worms, wax worms, night crawlers and State-allowed minnows. Disposal of live bait into the water is prohibited.
- 8) Fishing is allowed from Sunrise to 30 minutes after sunset.
- 9) NO littering is allowed.
- 10) Parking in (posted) designated areas only.
- 11) NO alcoholic beverages are allowed on the lake at any time.
- 12) Fishing may be closed at the discretion of the Village of Lemont for the following:
  - A) Special events.
  - B) Weather conditions.

**Exhibit A**  
**Heritage Quarries Recreation Area**  
**Fishing Rules**

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- 2) All State Regulations apply. A valid State of Illinois Sport Fishing License is required for all anglers over the age of 16, unless legally declared blind or disabled. Catches may be checked by Illinois Department of Natural Resources personnel and appropriate state fines assessed if found in violation thereof.
- 3) All fishermen may be checked for bait, creel limits, and all State and site-specific regulations.
- 4) All men, women, and children will fish at their own risk. Children under 12 years of age may not fish unless under the supervision of a parent or guardian.
- 5) No animals of any kind other than fish meeting or exceeding the size or creel limits are to be taken at any time.
- 6) Only electric trolling motors are allowed. No gas motors or gas-operated boats are allowed on the lake.
- 7) NO live bait is allowed except for red worms, wax worms, night crawlers and State-allowed minnows. Disposal of live bait into the water is prohibited.
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- 11) NO alcoholic beverages are allowed on the lake at any time.
- 12) Fishing may be closed at the discretion of the Village of Lemont for the following:
  - A) Special events.
  - B) Weather conditions.

TO: Village Board  
FROM: Ralph Pukula, Director of Public Works  
THROUGH:  
SUBJECT: A Resolution Authorizing a Professional Services Agreement with Crawford, Murphy, Tilly, Inc. for Data Collection to prepare Combined Sewer Overflow Long Term Control Plan

DATE: 02/26/18

## **SUMMARY/ BACKGROUND**

The Village received National Pollutant Discharge Elimination System (NPDES) Permit No. IL00039551 from the Illinois Environmental Protection Agency on March 16, 2017. One of the conditions of the permit requires the Village to prepare a revised Combined Sewer Overflow (CSO) – Long Term Control Plan (LTCP), which is due in March, 2019. Data collection is the first step necessary to understand and prepare a model of the system to analyze solutions to mitigate the overflows.

## **ANALYSIS**

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

*Budget : Funds are budgeted in FY 18 for Long Term Control Plan*

## **STAFF RECOMMENDATION**

Staff recommends the Village Board approve the Agreement with Crawford, Murphy, Tilly, Inc.

## **BOARD ACTION REQUESTED**

Motion to Approve Resolution

## **ATTACHMENTS**

1. Professional Services Resolution
2. Professional Services Agreement
3. Addendum to Standard Agreement



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

**A Resolution Approving a Professional Services Agreement with Crawford, Murphy & Tilly, Inc.**

**WHEREAS**, the President and Board of Trustees desire to enter into a Professional Services Agreement with Crawford, Murphy & Tilly, Inc for engineering services for the partial data collection to prepare a revised Combined Sewer Overflow Long Term Control Plan; and

**WHEREAS**, the President and Board of Trustees believe it is in the best interests of the health, safety and welfare of the Village to enter into an Agreement in substantially the same form as the draft agreement attached as Exhibit A or as otherwise agreed upon by the Corporation Counsel and Crawford, Murphy & Tilly, Inc; and

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

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

**SECTION TWO:** An Agreement is hereby approved, subject to the Corporation Counsel's approval who shall be authorized to negotiate and make any changes to the draft agreement, except material changes that increase or decrease the scope of the services offered by Crawford, Murphy & Tilly, Inc., or increase any costs to the Village.

**SECTION THREE:** Upon the Corporation Counsel’s approval, the Village Administrator is authorized to execute an agreement, for an amount not exceed a total \$45,500.00, and 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. Should the terms of an agreement not be agreed upon by the Village Attorney and Crawford, Murphy & Tilly, Inc., the Village Administrator is authorized to cease negotiations.

**SECTION FOUR:** 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 26th day of February, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**JOHN EGOFSKE**  
**President**

ATTEST:

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



February 6, 2018

Mr. Ralph Pukula  
Public Works Director  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

***Re: Long Term Control Plan  
Phase 1 – Partial Data Collection  
CMT No. 17211-01-00-01***

Dear Mr. Pukula:

The Village received their NDPES Permit No. IL0039551 by the Illinois Environmental Protection Agency (IEPA) on March 16, 2017. One of the conditions of the permit requires the Village to prepare a revised Combined Sewer Overflow (CSO) – Long Term Control Plan (LTCP) because the average number of overflows has exceeded the four allowable per year. The LTCP is due in March 31, 2019.

To get started prior to the next fiscal year, the Village indicated they have budget available to initiate the LTCP this fiscal year. Data collection is the first step that is necessary to understand and prepare a model of the system to analyze solutions to mitigate the overflows.

As such, enclosed is our proposal outlining the scope and effort for professional engineering services for partial data collection up to a not to exceed fee of \$45,500, without further authorization by the village.

Please call if you have questions or would like to discuss the scope of work or fee.

On behalf of Crawford, Murphy & Tilly, thank you for the opportunity to provide professional engineering services to the Village.

Sincerely,

**CRAWFORD, MURPHY & TILLY, INC.**

A handwritten signature in blue ink that reads "Chris Dagiantis".

Chris Dagiantis, P.E.

Project Manager

Encl. - Engineering Proposal

Crawford, Murphy & Tilly

Centered in Value

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made between the Village of Lemont, whose address is 418 Main Street, Lemont, IL 60439-3788 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

**Data collection of combined sewer system as outlined in the scope, Exhibit A.**

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

The compensation for professional engineering services shall not exceed \$45,500 as shown in Attachment B, 2018 Professional Services Cost Estimate, without further authorization by the **CLIENT**.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_ day of \_\_\_, 2018.

**CLIENT:**

**ENGINEER:**

**CRAWFORD, MURPHY & TILLY, INC.**

\_\_\_\_\_  
(Client Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

**Theresa O'Grady, P.E., Group Manager – Water Resources**  
\_\_\_\_\_  
(Name and Title)

**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

2/6/2018

**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**EFFECTIVE JANUARY 1, 2018**

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 210	\$ 210
Senior Project Engineer/Manager	\$ 205	\$ 205
Project Engineer/Manager/Architect	\$ 175	\$ 175
Senior Engineer/Architect	\$ 140	\$ 160
Senior Technical Manager	\$ 130	\$ 150
Senior Planner/GIS Specialist	\$ 120	\$ 140
Engineer/Architect	\$ 120	\$ 140
Planner/Technical Manager	\$ 85	\$ 105
Land Surveyor	\$ 140	\$ 160
Senior Technician	\$ 130	\$ 150
Technician II	\$ 105	\$ 125
Technician I	\$ 80	\$ 95
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply, and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2019.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or Subconsultant services furnished to CMT by another company shall be invoiced at actual cost plus ten percent.

**EXHIBIT A**

**VILLAGE OF LEMONT, ILLINOIS  
PRELIMINARY ENGINEERING PROPOSAL  
REVISED CSO LONG TERM CONTROL PLAN (LTCP) SERVICES  
SCOPE OF PROFESSIONAL ENGINEERING SERVICES PHASE I –  
PARTIAL DATA COLLECTION**

The NDPES Permit No. IL0039551 as issued by the Illinois Environmental Protection Agency (IEPA) on March 16, 2017, requires the Village to prepare a revised combined sewer overflow - long term control plan (CSO LTCP) because the average number of overflows exceeds the four allowable per year, as estimated in the abbreviated LTCP approved in 2009 by IEPA. The future LTCP will be prepared in fiscal year 2018-2019 based on the minimum elements using the “presumptive approach” as described in the CSO Control Policy that was promulgated by USEPA in the Federal Register dated April 19, 1994.

Crawford, Murphy & Tilly, Inc., shall provide Professional Engineering Services in preparation of a future (CSO LTCP) based on available budget in fiscal year 2017-2018. The first critical component of preparing an LTCP is field collection of information to model the combined sewer overflow system. This includes location, rim, invert, pipe size and condition information. The combined sewer system encompasses approximately 1 square mile and over 16 miles of sewer. It is estimated there are 1,200 combined, sanitary and storm sewer structures within the combined sewer system.

The level of effort to perform these tasks up to the available budget is reflected in the Professional Services Cost Estimate – Exhibit B. It is estimated that approximately 60% of the effort required to collect field data will be completed. The remainder will be completed under the next phase of the LTCP.

Data Collection for System Characterization

1. Gather and compile combined sewer, sanitary sewer and storm sewer system mapping information and GIS mapping.
2. Perform field survey of the existing combined, sanitary and storm sewer structures in the combined sewer system, obtaining IL State Plane Coordinates, rim and invert elevations, verifying pipe sizes & orientation.

CRAWFORD, MURPHY & TILLY, INC.  
 CONTRACT ATTACHMENT - EXHIBIT B - 2018 PROFESSIONAL SERVICES COST ESTIMATE

Prep By **PROJ MGR**  
 DATE 02/06/18

CLIENT **VILLAGE OF LEMONT**  
 PROJECT NAME **LTCP Phase 1 - Data Collection**  
 CMT JOB NO. **1721101-00-01**

Apprvd **PROJ PNCL**  
 DATE 02/06/18

TASK NO.	TASKS \ CLASSIFICATIONS	MAN HOURS & LABOR SUMMARY															
		PRINCIPAL	SENIOR PROJECT ENGINEER / MANAGER	PROJECT ARCHITECT	PROJECT MANAGER	SENIOR ENGINEER LAND SURVEYOR	SENIOR ARCHITECT	SENIOR ENGINEER MANAGER	SENIOR TECHNICAL GIS SPECIALIST	SENIOR PLANNER ARCHITECT	ENGINEER ARCHITECT	SENIOR TECHNICIAN	TECHNICAL PLANNER	TECHNICIAN MGR	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT ACCOUNTANT
	CURRENT YEAR 2017 HOURLY RATES	\$210	\$205	\$175	\$140	\$130	\$120	\$120	\$85	\$140	\$130	\$105	\$80	\$50			
1																	
2	Partial Field Collection of CSS				40		95					100	100				335
3	Project Management			15													15
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
	TOTAL MAN HOURS			15	40		95					100	100				350
	SUBTOTAL - BASE LABOR EFFORT			\$2,625	\$5,600		\$11,400					\$13,000	\$10,500				\$43,125
	TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES											TOTAL FEE			
			TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE	TOTAL FEE			
1																	
2	Partial Field Collection of CSS	\$40,500	\$1,040										\$1,040	\$41,540			
3	Project Management	\$2,625											\$2,625	\$2,625			
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
	TOTALS	\$43,125	\$1,040										\$1,040	\$44,165			
	TIME PERIOD OF PROJECT	2018	2019	2020	2021	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM						MULTI-YEAR + OT MLTPLR & AMT				
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%	OT ADJUSTMENT FACTOR						1.0000	\$5			
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000							3%	\$1,330			
	ESTIMATED CONTINGENCY																
	ROUNDING																
	TOTAL FEE	<b>MATH CROSS CHECK IS OK</b>											\$45,500				



## ADDENDUM TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This Addendum (“Addendum”) is made to the pre-printed form of that certain “Standard Agreement for Professional Services” by and between Village of Lemont (“**CLIENT**”), and Crawford, Murphy & Tilly, Inc., (“**ENGINEER**”), and the pre-printed “Standard General Conditions” attached to same (collectively, the “Agreement”). This Addendum modifies and supplements the Agreement. In the event of any conflict between a provision of the Agreement and this Addendum, the provision of this Addendum shall control. **CLIENT** and **ENGINEER** are sometimes hereinafter referred to individually as a “Party” and together as the “Parties.”

### Standard Agreement for Professional Services

1. The following sentence shall be revised as follows:

“**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. Payments due and unpaid under the Agreement, and any penalties associated with the same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*”

### Standard General Conditions

1. Section 3. Termination is revised as follows:

“This Agreement may be terminated by either Party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the **CLIENT** for all services authorized and actually performed up and including the termination date, including reasonable reimbursable expenses actually incurred by **ENGINEER**.”

2. Section 6. Payment is revised as follows:

“Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. Payments due and unpaid under the Agreement, and any penalties associated with the same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*”

3. Section 7. Indemnification for Release of Pollutants is stricken in its entirety and replaced with the following:

#### Section 7. Indemnification

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, and its officials, officers, employees and agents (collectively, the “CLIENT Group”) against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees (collectively, “Claims”), suffered, incurred or sustained by any member of the CLIENT Group, including without limitation liabilities for the death of or injury to any person or the loss, destruction, or theft of or damage to any property, relating directly or indirectly to, or

arising directly or indirectly from, the performance by CONSULTANT, or any other person acting on its behalf or with its authority or permission, of any of its obligations under this Agreement, except to the extent such Claims arise by reason of the negligence or willful misconduct of a member of the CLIENT Group.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, and its officers, directors, employees and agents (collectively, the "CONSULTANT Group") against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees (collectively, "Claims"), suffered, incurred or sustained by any member of the CONSULTANT Group, including without limitation liabilities for the death of or injury to any person or the loss, destruction, or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the performance by CLIENT, or any other person acting on its behalf or with its authority or permission, of any of its obligations under this Agreement, except to the extent such Claims arise by reason of the negligence or willful misconduct of a member of the CONSULTANT Group.

4. Section 8. Risk Allocation is stricken in its entirety.
5. Notwithstanding anything to the contrary in the Agreement, **ENGINEER** shall not be entitled to reimbursement from **CLIENT** for subsistence, meal allowance, or lodging, and all references thereto or therefor are stricken in their entirety. All other job related reimbursable expenses must be reasonable, necessary and directly attributable to the services being performed under this Agreement.
6. Notwithstanding anything to the contrary in the Agreement, **ENGINEER** shall not be entitled to overtime unless specifically authorized in writing in advance by the **CLIENT**. The **ENGINEER** shall not be entitled to any payment for overtime necessitated by the failure of the **ENGINEER** to perform the services in accordance with the Agreement including without limitation to the **ENGINEER's** failure to perform the services diligently and on an uninterrupted basis and with a sufficient workforce so as to achieve completion of the services within the time and in the manner contemplated by the Agreement, or otherwise due to the fault of the **ENGINEER**. In such instances if the **CLIENT** requires the **ENGINEER** to perform services on an overtime basis, all costs for and associated with such overtime shall be borne by the **ENGINEER**.
7. Insert new Section 9. Insurance.

**ENGINEER** agrees to provide and keep in force at all times during this Agreement, at its sole cost and expense, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). The **CLIENT** and its elected and appointed officials, officers, employees, and agents shall be named as additional insureds on any such insurance. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and shall be satisfactory to the **CLIENT** in its sole discretion.

All certificates and policies of insurance, including appropriate additional insured endorsements, in connection herewith shall be furnished to the **CLIENT** prior to the commencement of any of **ENGINEER's** services required under this Agreement. All insurance coverage provided by **ENGINEER** shall be primary coverage as to the **CLIENT**. Any insurance or self-insurance maintained by the **CLIENT** shall be excess of **ENGINEER's** insurance and shall not contribute with it. **ENGINEER** shall similarly cause each subcontractor employed by **ENGINEER** to purchase and maintain insurance of the type specified above. When requested by the **CLIENT**, **ENGINEER** shall furnish copies of certificates and policies of insurance, including appropriate additional insured endorsements, evidencing coverage for each subcontractor. The insurance policies required hereunder shall not be canceled, amended, or non-renewed without 30 days prior written notice having been given to the **CLIENT**.

8. Insert new Section 10. Relationship of the Parties.

**ENGINEER** shall act as an independent contractor in providing and performing all services contemplated by this Agreement. Nothing in, or done pursuant to, this Agreement shall be construed to (1) create the relationship of principal and agent, employer and employee, partners, or joint venturers between **CLIENT** and **ENGINEER**; or (2) create any relationship between **CLIENT** and any subcontractor of **ENGINEER**. **ENGINEER** shall take direction solely and directly from **CLIENT**.

9. Insert new Section 11. Conflict of Interest.

**ENGINEER** represents and certifies that, to the best of its knowledge, (1) no **CLIENT** employee or agent is interested in the business of **ENGINEER** or this Agreement; (2) as of the date of this Agreement neither **ENGINEER** nor any person employed or associated with **ENGINEER** has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither **ENGINEER** nor any person employed by or associated with **ENGINEER** shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

10. Insert new Section 12. No Collusion.

**ENGINEER** represents and certifies that (1) **ENGINEER** is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to **CLIENT** prior to the execution of this Agreement; and (3) this Agreement is made by **ENGINEER** without collusion with any other person, firm, or corporation. If at any time it shall be found that **ENGINEER** has, in procuring this Agreement, colluded with any other person, firm, or corporation, then **ENGINEER** shall be liable to **CLIENT** for all loss or damage that **CLIENT** may suffer, and this Agreement shall, at **CLIENT's** option, be null and void.

11. Insert new Section 13. Sexual Harassment Policy.

**ENGINEER** certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

12. Insert new Section 14. Non-Discrimination.

In all hiring or employment by **ENGINEER** pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. **ENGINEER** agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

13. Insert new Section 15. Freedom of Information Act.

**ENGINEER** agrees to furnish all documentation related to this Agreement, and any documentation related to **CLIENT** required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after **CLIENT** issues notice of such request to **ENGINEER**. **ENGINEER** agrees to defend, indemnify and hold harmless **CLIENT**, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for **CLIENT** to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from **ENGINEER's**, actual or alleged violation of the FOIA or **ENGINEER's** failure to furnish all documentation related to a request within five (5) days after **CLIENT** issues notice of a request.

Furthermore, should **ENGINEER** request that **CLIENT** utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, **ENGINEER** agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. **ENGINEER** agrees to defend, indemnify and hold harmless **CLIENT**, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by **ENGINEER's** request to utilize a lawful exemption to **CLIENT**.

14. Insert new Section 16. Amendment.

No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both **CLIENT** and **ENGINEER**.

15. Insert new Section 17. Assignment.

This Agreement may not be assigned by **CLIENT** or by **ENGINEER** without the prior written consent of the other Party.

16. Insert new Section 18. Binding Effect.

The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

17. Insert new Section 19. Notice.

Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to **CLIENT**:

Village of Lemont  
Attn: Village Administrator  
418 Main Street  
Lemont, Illinois 60439  
Fax: 630-243-0958

If to **ENGINEER**:

Crawford, Murphy & Tilly, Inc.  
550 N. Commons Drive  
Suite 116  
Aurora, Illinois 60504  
Fax: 630-820-0350

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax transmission shall be deemed given on the date of transmission if between 9:00 AM and 5:00 PM on a business day, or, if later, the next business day.

18. Insert new Section 20. Severability.

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. Insert new Section 21. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between **CLIENT** and **ENGINEER** with respect to the services contemplated by this Agreement.

20. Insert new Section 22. Waiver.

No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Agreement.

21. Insert new Section 23. Rights Cumulative.

Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

22. Insert new Section 24. Effective Date.

This agreement shall be binding on the Parties and effective only as of the date fully executed by both Parties.

23. Insert new Section 25. No Waiver of Tort Immunity.

Nothing contained in this Agreement shall constitute a waiver by **CLIENT** of any right, privilege or defense available to **CLIENT** under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

24. Insert new Section 26. Governing Law and Jurisdiction.

**CLIENT** and **ENGINEER** agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between **CLIENT** and **ENGINEER** arising out of this Agreement or the performance of the services contemplated by this Agreement shall be brought in a court of competent jurisdiction in the County of Cook, State of Illinois.

25. Insert new Section 27. Compliance with Laws.

**ENGINEER** shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the performance of the services contemplated under this Agreement, now in effect, or which may become in effect during the performance of said services. Changes in applicable laws, regulations and rules promulgated after the date of this agreement by any federal, state, local, or other governmental authority or regulatory body that impact the scope of work of the **ENGINEER** will be cause for a mutually agreed adjustment to the Agreement amount and schedule. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Americans with Disabilities Act, Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Illinois Drugfree Workplace Act, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and Village of Lemont.

26. Insert new Section 28. Acknowledgement.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Addendum contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or agreements between the Parties, written or otherwise, shall vary the terms hereof. Any modification of the Agreement or this Addendum must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates set forth below.

**VILLAGE OF LEMONT**

**CRAWFORD, MURPHY & TILLY, INC.**

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

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

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

TO: Village Board  
FROM: Ralph Pukula, Director of Public Works  
THROUGH:  
SUBJECT: A Resolution Authorizing the Contract for the Chestnut Crossing Lift Station Generator Replacement

DATE: 02/26/18

### **SUMMARY/ BACKGROUND**

One (1) bid was received on January 31, 2018 at 10:00 a.m. for the Chestnut Crossing Lift Station Generator Replacement, which work includes the removal of an existing 60-kw generator set and the installation of a new 60-kw natural gas emergency generator set; a new 100-amp transfer switch, and miscellaneous electrical work associated with the transfer of existing electrical circuits; a new main service entrance rated disconnect; re-installation of existing SCADA System and instrumentation; traffic box enclosure, temporary relocation on site of existing cabinet for the installation of the new traffic box enclosure; and miscellaneous electrical work for a complete and operational emergency generator system. The bid amount submitted by Elliot Electric, Inc. was in the amount of \$82,535.00.

### **ANALYSIS**

Even though there was only one bid submitted and the bid price came in over the budgeted amount of \$60,000.00, this is a very difficult project that requires the lift station to remain in service while the generator work is being accomplished.

### **STAFF RECOMMENDATION**

Acceptance of the single bid for the Chestnut Crossing Lift Station Generator Replacement Project.

### **BOARD ACTION REQUESTED**

Motion to Approve Resolution accepting the bid and Award of Contract.

### **ATTACHMENTS**

1. Resolution Authorizing Award of Contract.
2. Exhibit A Contract.
3. Exhibit B Letter of Award Recommendation, Bid Tabulation listing the bid received, including company name, address, and amount of bid.





**A Resolution Authorizing Award of Contract for Chestnut Crossing Lift Station Generator Replacement**

**WHEREAS**, the Village of Lemont requires that the Chestnut Crossing Lift Station Generator Replacement project, be completed; and

**WHEREAS**, the Village seeks to utilize the construction firm of Elliott Electric, Inc. for such work; and

**WHEREAS**, Elliott Electric, Inc. submitted a bid for such work in the amount of \$82,535.00 for the work.

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

**SECTION ONE:** The Agreement attached hereto as Exhibit A is hereby approved.

**SECTION TWO:** The Village Administrator is authorized to execute the Agreement and to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, to execute any other agreements and documentation as well as to take any other steps necessary to carry out this resolution.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 26th day of February, 2018.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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**JOHN EGOFKSKE**  
**President**

ATTEST:

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

**Exhibit A**

**Chestnut Crossing Lift Station Generator Replacement Contract With Elliott Electric, Inc.**

**Contract for Chestnut Crossing Lift Station Generator Replacement with Elliott Electric, Inc.**

1. **THIS AGREEMENT**, made and concluded the 26<sup>th</sup> day of February, 2018 between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and Elliott Electric, Inc., 1600 South Broadway Street, Coal City, IL 60416, his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by Novotny Engineering, and designated as Chestnut Crossing Lift Station Generator Replacement all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Party of the First Part**

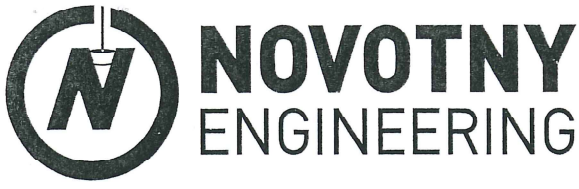
ATTEST: The VILLAGE OF LEMONT  
By \_\_\_\_\_  
Charlene M. Smollen, Clerk George Schafer, Village Administrator

**Party of the Second Part**

(S E A L) \_\_\_\_\_  
Secretary  
(Corporate Seal)  
  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
  
Partners doing Business under the name  
of \_\_\_\_\_  
(If an Individual)  
\_\_\_\_\_  
(SEAL)

**Exhibit B**

**Chestnut Crossing Lift Station Generator Replacement  
Letter of Award Recommendation and Bid Tabulation**



February 19, 2018

Mr. George Schafer  
Administrator  
Village of Lemont  
418 Main Street  
Lemont, IL 60439

Re: **Chestnut Crossing Lift Station  
Generator Replacement**

Dear George:

Listed below and on the attached *Tabulation of Bids* are the results of the January 31, 2018 bid opening for the above-captioned project. Only one (1) bid was received. It was checked for accuracy, with no errors being found. A summary is as follows:

<b>Elliott Electric, Inc.</b> .....	<b>\$ 82,535.00</b>
Original Project Budget.....	\$ 60,000.00

The bid submitted by Elliott Electric, Inc., in the amount of \$82,535.00, is \$22,535.00 (37.56%) above the project budget of \$60,000.00.

Upon further review and discussion with the generator supplier, Metropolitan Pump, the cost of the generator alone is approximately \$50,000.00. The cost of labor, miscellaneous electric work and construction markup is approximately \$32,000.00. This project only received one bid because it is a very difficult project that requires the lift station to remain in service while the generator work is being accomplished. This lift station is very heavily used. The work area at the northwest corner of Archer Avenue and Chestnut Crossing is extremely limited and also requires the reuse of the existing generator/controller pad. That is why we only had one bidder, which bidder comes highly recommended.

We therefore recommend that the Contract be awarded to **Elliott Electric, Inc., 1600 South Broadway Street, Coal City, IL 60416**, in the amount of **\$82,535.00**.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

**NOVOTNY ENGINEERING**

James L. Cainkar, P.E., P.L.S.

JLC/kes

Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.  
Ms. Linda Molitor, Executive Assistant, w/Enc.  
Mr. Ted Friedley, Procurement/Budget Coordinator, w/Enc.  
File No. 17281

17281\_Bid Tab Letter.doc

**OWNER:** Village of Lemont  
**PROJECT DESCRIPTION:** Chestnut Crossing Lift Station Generator Replacement

**PROJECT NO :** 17281

**BID OPENING:** January 31, 2018 @ 10:00 a.m.

				Engineers Estimate		Elliott Electric, Inc. 1600 S. Broadway Street Coal City, IL 60416-9718 5% Bid Bond							
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	<b>BASE BID</b> <b>CHESTNUT CROSSING LIFT STATION GENERATOR REPLACEMENT</b> consists of the removal of an existing generator set, and the installation of a new MTU 60-kw natural gas emergency generator set; a new 100-amp transfer switch, and miscellaneous electrical work associated with the transfer of existing electrical circuits; a new main service entrance rated disconnect; new instrumentation and SCADA System; traffic box enclosure; temporary relocation on site of existing cabinet for the installation of the new traffic box enclosure; and miscellaneous electrical work for a complete and operational emergency generator system, and all "INSURANCE PROVISIONS", as outlined herein.	L SUM	1	60,000.00	60,000.00	82,535.00	82,535.00						
<b>Totals :</b>					<b>60,000.00</b>		<b>82,535.00</b>						
<b>Bid Error Corrections:</b>													
<b>Corrected Totals - - -</b>							<u>82,535.00</u>						
Over / Under - - - -							22,535.00						
Percent - - - -							37.56%						