

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

July 23, 2018 – 7:00 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. June 11, 2018 Village Board Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Approving a Lease with Illinois Department of Natural Resources
 - D. A Resolution Authorizing Execution of an Agreement with IPBC on Termination Matters
 - E. A Resolution Approving an Extension of the Intergovernmental Agreement between the Will County Electric Aggregation Group
 - F. A Resolution Authorizing the Release of the Letter of Credit for Krystyna Crossing Subdivision
 - G. A Resolution Authorizing the Release of the Letter of Credit for Ashbury Woods III Subdivision
 - H. A Resolution Authorizing a Reduction of the Letter of Credit for Estates of Montefiori Subdivision
- IV. Mayor's Report
 - A. Recognition to Lemont High School
 - B. Mayor's Drive for Charity Check Distribution

- C. Proclamation for Eagle Scout Matthew Smyth
- D. Proclamation for Lemont Community TV/Video Access League
- E. Approval of Art & Culture Commission Member Lindsey Jachec
- F. Audience Participation

V. Clerk's Report

A. Ordinances

1. An Ordinance Providing for the Regulation of and Application for Small Wireless Facilities
2. An Ordinance Amending Title 10 of the Lemont, Illinois Municipal Code (Chapter 10-Illinois Vehicle Code)
3. An Ordinance Amending Title 10 of the Lemont, Municipal Code
4. An Ordinance Amending Title 17 of the Lemont Municipal Code, The Lemont Unified Development Ordinance of 2008 (UDO Amendments)

B. Resolutions

1. A Resolution Accepting Public Improvements and Reducing the Letter of Credit for the Glens of Connemara Subdivision
2. Resolution Authorizing Award of Contract 2018 Sanitary Sewer Cleaning, Televising, & Manhole Inspection Program
3. A Resolution Authorizing Award of Contract for Green Infrastructure Improvements at Metra Station Parking Lot Median Along Main Street

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session Discussion Under Chapter 5 ILCS

A. Collective Bargaining 5 ILCS 120/2(c)(2)

B. Setting Price for Real Estate 5ILCS 120/2(c)(6)

C. Pending or Imminent Litigation 5 ILCS 120/2(c)11

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

Minutes
VILLAGE BOARD MEETING
Village Hall – 418 Main Street
June 11, 2018
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, June 11, 2018 at 7:00 p.m., with Mayor John Egofske presiding.

A. PLEDGE OF ALLEGIANCE

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

C. CONSENT AGENDA

A. Approval of Minutes

1. May 14, 2018 Village Board Meeting Minutes

2. May 14, 2018 Committee of the Whole Meeting Minutes

B. Approval of Disbursements

C. A Resolution Approving a Highway Authority Agreement with Boi, LLC.

D. A Resolution Authorizing a Reduction of a Letter of Credit for the Derby Pines Subdivision

E. A Resolution Authorizing the Voluntary Employment Separation Program

F. A Resolution Approving Voluntary Separation Agreement and Release

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

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

D. MAYOR'S REPORT

A. Mayor's Mention

1. Lemont Legends Cruise Nights is on Wednesday evenings from 6 – 9 pm in Downtown Lemont.
2. In conjunction with Cruise Nights, the Artisan Market begins this Wednesday, from 4-7 p.m. at Legion’s Park, which is across from the train station. M&D Farms will be there and a few other vendors will be selling food and products. Visit www.LemontChamber.com, for more information.
3. The Park District and Village sponsored Sunset Soirees in Downtown Lemont begins this Thursday. Seating opens at 6 p.m. and the band “Rendition” will begin playing at 7 p.m. The season schedule can be found the Village and Park District’s website. Visit www.lemontparkdistrict.org or www.Lemont.il.us
4. The Park District’s “Pack the Park” Outdoor Movie Series begins on Tuesday, June 19, at Covington North Park beginning at 7 p.m. with fun and games, free hot dogs, and the “Wonder Women” movie beginning after sunset.
5. Lemont Center for the Arts floral photo exhibit, “The Burst of Spring” by award winning Lemont Artist Guild Member, Gene Mark, has been extended through August 26 at Lemont Center for the Arts.
Artist, Francesca Vitale, will be at the Art Center Wednesday’s and Sunday’s from June 20 – August 22. She will be creating her works of art Live. Visit the Lemont Center for the Arts Facebook page for additional information.
7. Our next Village Board Meeting will be on July 23, so in the meantime, please check our website’s Community Calendar for many of the events taking place around town.
In addition, sign up on our website for our electronic notification system, “Stay Informed,” to receive notifications of events and other pertinent informative information.
8. I would also like to give a brief update on the matter of the Cook County State’s Attorney lawsuit against the Village of Lemont and several property owners in Lemont. If you recall, in July of 2016 the Cook County State’s Attorney filed a lawsuit directed to the remove certain territory from the Village and placed into Cook County’s unincorporated jurisdiction. The lawsuit mirrored a similar lawsuit filed previously by the Village of Palos Park, of which the Village was able to prevail in that case against Palos Park. The active lawsuit includes several properties along Bell Road and residential properties including Glens of Connemara, Kettering Estates, The Enclave at Kettering, Red Drive Subdivision and Equestrian Meadows.
The lawsuit is currently ongoing. We had a meeting in May with the residents and property owners directly affected by the lawsuit to provide them an update, and to assure them that Lemont is 100% backing all of these 17 properties identified in this lawsuit. We are still trying to understand why the

State's Attorney has filed this case, and what public good it serves. We still do not have an answer to our questions.

During the meeting we explained to the residents and property owners what the affect would be if these properties were de-annexed out of the Village. The infrastructure potentially could be affected including the sewer, the water. The Police and Public Works services would not be provided by the Village, and someone else is going to have to pick up these services, whether it be the Township or Cook County. President Preckwinkle and the Cook County board have stated that they want to eliminate unincorporated property from the County, which makes this case even more puzzling.

There was a recent court hearing on May 23 in which several property owners and residents attended. The judge at this hearing continued the hearing to the end of July. At that hearing we expect the judge to make a ruling on a portion of our defenses and also set the case schedule for the remainder of the case. We will be providing more information in our Village newsletter that will be out at the end of the month and will update information on our website.

B. Audience Participation- none

E. Clerk's Report

A. Correspondence

1. Attended the International Institute of Municipal Clerks on May 19 to the 24th, as well as the SW Municipal Clerks Meeting in Palos Park last Thursday.

B. Ordinances

1. Ordinance O-22-18 Amending the Budget for Fiscal Year 17-18 for the Village of Lemont

Motion by Sniegowski, seconded by Kwasneski to adopt said ordinance. Roll Call: Kwasneski, McClafferty, Sniegowski, Stapleton, Blatzer; 5 ayes. Maher; Absent. Motion passed.

2. Ordinance O-23-18 Approving an Economic Incentive Agreement Between the Village of Lemont and Market on State, Inc., an Illinois Corporation (1100 State Street)

Motion by Stapleton, seconded by Blatzer to adopt said ordinance. Roll Call: Kwasneski, McClafferty, Sniegowski, Stapleton, Blatzer; 5 ayes. Maher; Absent. Motion passed.

3. Ordinance O-24-18 Amending the Zoning Map of the Village of Lemont from B-3 Arterial Commercial District to R-5 Single- Family Detached Residential District at 127th Street and Rolling Meadow Drive in Lemont, IL (127th Street and Rolling Meadow Drive)

Motion by Stapleton, seconded by Sniegowski to adopt said ordinance. Roll Call: Kwasneski, McClafferty, Sniegowski, Stapleton, Blatzer; 5 ayes. Maher; Absent. Motion passed.

4. Ordinance O-25-18 of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, to Set a Date For, and to Approve a Public Notice of a Public Hearing on the Transit Oriented Development (“TOD”) Redevelopment Project Area

Motion by McClafferty, seconded by Blatzer to adopt said ordinance. Roll Call: Kwasneski, McClafferty, Sniegowski, Stapleton, Blatzer; 5 ayes. Maher; Absent. Motion passed.

B. Resolutions

1. Resolution R-26-18 Authorizing Award of Contract for Metra Station Renovation Project A

Motion by Blatzer, seconded by Kwasneski to adopt said resolution. Roll Call: Kwasneski, McClafferty, Sniegowski, Stapleton, Blatzer; 5 ayes. Maher; Absent. Motion passed.

2. Resolution R-27-18 Authorizing Award of Contract for Metra Station Renovation Project B

Motion by McClafferty, seconded by Blatzer to adopt said resolution. Roll Call: Kwasneski, McClafferty, Sniegowski, Stapleton, Blatzer; 5 ayes. Maher; Absent. Motion passed

F. **Village Administrator Report**

- A. Village Administrator Schafer thanked METRA for their support to our Projects. Our July Newsletter will answer questions from residents.

G. **Board Reports-** None

H. **Staff Reports**

A. Police

1. Chief Maton reminded residents that Fireworks Ordinance does make it illegal to use fireworks in the Village.

I. **Unfinished Business-** None

J. **New Business-** None

K. **Motion for Executive Session**

Motion by Blatzer, seconded by Kwasneski, to close regular session and to move into Executive Session Discussion Under Chapter 5 ILCS, Section 2 (c)1 of the Open Meetings Act to discuss:

-Pending Litigation-Section 120/2(c)11

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

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

XII. **Motion to Adjourn**

There being no further business, a motion was made by Blatzer, seconded by Kwasneski, to adjourn the meeting at 8:31 p.m. VV 5 ayes. Motion passed.

Payment Register

From Payment Date: 6/12/2018 - To Payment Date: 6/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17766	06/22/2018	Open			Utility Management Refund	JAHNKE, MARK	\$6.81		
			Account Type	Account Number	Description	Transaction Date	Transaction Type		
			Single Family	105546-002		06/22/2018	Refund		
17767	06/25/2018	Open			Accounts Payable	5th Avenue Construction	\$6,500.00		
			Invoice	Date	Description		Amount		
				2017-00000153	06/12/2018	refund clean up deposit - 12772 Tullamore Ln	\$1,000.00		
				2017-00000153(L)	06/12/2018	refund Landscape bond - 12772 Tullamore Ln	\$5,000.00		
				2017-00000153(T)	06/12/2018	refund Temp Occ bond - 12772 Tullamore	\$500.00		
17768	06/25/2018	Open			Accounts Payable	American Environmental Corporation	\$1,187.50		
			Invoice	Date	Description		Amount		
				367016-0018	05/31/2018	May 2018 OAN services	\$1,187.50		
17769	06/25/2018	Open			Accounts Payable	AT&T	\$1,279.72		
			Invoice	Date	Description		Amount		
				63024304480618	06/13/2018	630 243-0448 146 1 chestnut crossing l/s	\$151.28		
				63024304590618	06/13/2018	630 243-0459 681 3 oak tree l/s	\$163.27		
				63024373750618	06/13/2018	630 243-7375 749 4 art & culture commission	\$210.24		
				63024317390618	06/13/2018	630 243-1739 155 8 well #6	\$228.67		
				63024312300618	06/13/2018	630 243-1230 805 2 eagle ridge l/s	\$159.30		
				63024314680618	06/13/2018	630 243-1468 926 9 parking garage	\$267.92		
				63024316090618	06/13/2018	630 243-1609 403 9 kohls-target l/s	\$99.04		
17770	06/25/2018	Open			Accounts Payable	AT&T	\$145.95		
			Invoice	Date	Description		Amount		
				18-05-1261	05/31/2018	142021261 - Village Hall internet	\$65.46		
				18-06-9005	06/02/2018	126379005 - metra station internet	\$80.49		
17771	06/25/2018	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,500.00		
			Invoice	Date	Description		Amount		
				18-06-01	06/01/2018	May 2018 legal services	\$2,500.00		
17772	06/25/2018	Open			Accounts Payable	Cintas Corporation	\$88.98		
			Invoice	Date	Description		Amount		
				23K122297	06/14/2018	Village Hall carpet mats	\$88.98		
17773	06/25/2018	Open			Accounts Payable	ComEd	\$125.30		
			Invoice	Date	Description		Amount		
				18-06-3016	06/13/2018	9338003016 - street lights - houston 1N schultz	\$26.08		
				18-06-0155	06/04/2018	1515080155 - street lights - 451 Talcott	\$19.92		
				18-06-4009	06/04/2018	0348764009 - street lights - 47 Stevens St	\$55.07		
				18-06-4054	06/13/2018	4161134054 - street lights - 0 12701 TRE, 171 LEMONT	\$24.23		
17774	06/25/2018	Open			Accounts Payable	Communications Direct, Inc.	\$127.90		
			Invoice	Date	Description		Amount		
				IN147311	06/11/2018	12604 - speaker	\$127.90		
17775	06/25/2018	Open			Accounts Payable	Courtney's Safety Lane Inc	\$262.00		
			Invoice	Date	Description		Amount		
				4382	06/11/2018	Safety Inspections	\$227.00		

Payment Register

From Payment Date: 6/12/2018 - To Payment Date: 6/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	4396		06/11/2018		Safety Inspections		\$35.00		
17776	06/25/2018	Open			Accounts Payable	ecology + vision, llc	\$1,048.21		
	Invoice		Date	Description		Amount			
	750		05/31/2018	inspection		\$722.23			
	751		05/31/2018	inspection		\$325.98			
17777	06/25/2018	Open			Accounts Payable	Flying House Media LLC	\$2,250.00		
	Invoice		Date	Description		Amount			
	1092		06/11/2018	50% Village share		\$2,250.00			
17778	06/25/2018	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$2,620.87		
	Invoice		Date	Description		Amount			
	2017957		06/05/2018	I.T. Support		\$2,620.87			
17779	06/25/2018	Open			Accounts Payable	Illinois State Police	\$378.00		
	Invoice		Date	Description		Amount			
	18-05-31		05/31/2018	Cost Center:1600 ORI:ILL03542S		\$351.00			
	18-03-31		03/31/2018	Cost Center:1600 ORI:IL016600L		\$27.00			
17780	06/25/2018	Open			Accounts Payable	Kathleen Field Orr & Associates	\$825.00		
	Invoice		Date	Description		Amount			
	15621		06/05/2018	May 2018 legal		\$825.00			
17781	06/25/2018	Open			Accounts Payable	Matthew Bender & Co, Inc	\$150.38		
	Invoice		Date	Description		Amount			
	02464810		05/31/2018	IL Criminal Law & Procedure Handbook 2018 Edition		\$150.38			
17782	06/25/2018	Open			Accounts Payable	NiCor Gas	\$443.55		
	Invoice		Date	Description		Amount			
	18/06-0043 0		06/08/2018	69-22-85-0043 0 ruffled fthrs l/s		\$99.69			
	18/06-1000 5		06/08/2018	84-38-99-1000 5 chestnut crossing l/s		\$28.55			
	18/06-20008		06/08/2018	85-71-20-20008 keepataw trails l/s		\$32.82			
	18/06-8700 1		06/05/2018	93-56-54-8700 1 smith farms l/s		\$28.65			
	18/06-9378 5		06/04/2018	25-59-90-9378 5 well #6		\$32.87			
	18/06-9589 2		06/05/2018	37-62-87-9589 2 target-kohls l/s		\$28.06			
	18/06-2000 4		06/04/2018	04-46-52-2000 4 well #4		\$36.09			
	18/06-2382 4		06/04/2018	88-84-93-2382 4 glens of connemara l/s		\$30.14			
	18/06-2000 8		06/05/2018	37-54-52-2000 8 well #3		\$39.85			
	18/06-2000 6		06/04/2018	69-98-10-2000 6 oak tree ln l/s		\$29.13			
	18/06-2000 8(2)		06/05/2018	74-12-00-2000 8 harpers grove l/s		\$29.65			
	18/06-4722 3		06/05/2018	91-25-56-4722 3 eagle ridge l/s		\$28.05			
17783	06/25/2018	Open			Accounts Payable	North East Multi-Regional Training Inc	\$100.00		
	Invoice		Date	Description		Amount			
	237250		06/11/2018	Books - Kondrat & Panush		\$100.00			
17784	06/25/2018	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$597.50		
	Invoice		Date	Description		Amount			
	1010773425		06/11/2018	Physical PrePlacement Screenings for Summer Hires		\$239.00			
	1010751320		06/11/2018	Physical PrePlacement Screenings for Summer Hires		\$239.00			
	1010762041		06/11/2018	Physical PrePlacement Screenings for Summer Hire		\$119.50			

Payment Register

From Payment Date: 6/12/2018 - To Payment Date: 6/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17785	06/25/2018	Open			Accounts Payable	Patriot Landscape & Maintenance Inc	\$410.00		
	Invoice		Date	Description		Amount			
	4140		06/11/2018	Lawn Mowing Services at Vacant Lots		\$410.00			
17786	06/25/2018	Open			Accounts Payable	Poellot, Joshua, J	\$300.00		
	Invoice		Date	Description		Amount			
	60118		06/01/2018	May 2018 Community TV A/V Support		\$300.00			
17787	06/25/2018	Open			Accounts Payable	Riccio Construction Corp.	\$144,621.00		
	Invoice		Date	Description		Amount			
	17435-2		06/04/2018	2018 water main		\$144,621.00			
17788	06/25/2018	Open			Accounts Payable	Shaw Media	\$241.26		
	Invoice		Date	Description		Amount			
	051810074590		05/31/2018	Bid postings - PW		\$241.26			
17789	06/25/2018	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	103325		05/31/2018	May 2018 adjudication		\$1,000.00			
17790	06/25/2018	Open			Accounts Payable	TKB Associates, Inc	\$5,372.00		
	Invoice		Date	Description		Amount			
	13088		06/07/2018	Laserfiche		\$5,372.00			
17791	06/25/2018	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$398.00		
	Invoice		Date	Description		Amount			
	029126		06/11/2018	Repair Clamps		\$398.00			
17792	06/25/2018	Open			Accounts Payable	Verizon Wireless	\$47.46		
	Invoice		Date	Description		Amount			
	9808408091		06/03/2018	685282853-00001		\$47.46			
17793	06/25/2018	Open			Accounts Payable	Willowbrook Ford Inc.	\$6,530.00		
	Invoice		Date	Description		Amount			
	18-19-5 PD 1502		06/11/2018	Premium Care Extended Warranty - PD 1502		\$3,265.00			
	18-19-5 PD 1501		06/11/2018	Premium Care Extended Warranty - PD 1501		\$3,265.00			
17794	06/25/2018	Open			Accounts Payable	Jahnke, Mark or Michelle	\$12.00		
	Invoice		Date	Description		Amount			
	18-06-22		06/22/2018	refund amount charged for returned check		\$12.00			
17795	06/25/2018	Open			Accounts Payable	Speedy Construction	\$200.00		
	Invoice		Date	Description		Amount			
	18-06-07		06/07/2018	refund Stop Work Order Fee - 1343 Acorn hot tub		\$200.00			
Type Check Totals:							\$179,769.39		
					30 Transactions				
EFT									
376	06/25/2018	Open			Accounts Payable	Andrysiak, Edward or Patricia	\$1,147.49		
	Invoice		Date	Description		Amount			
	18-06-15		06/15/2018	July 2018 payment		\$1,147.49			
377	06/25/2018	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	0000188		05/31/2018	Monthly Subscription		\$3,336.67			
Type EFT Totals:							\$4,484.16		
FM-Clearing - Accounts Payable Totals									
					Checks	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 6/12/2018 - To Payment Date: 6/25/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open		30	\$179,769.39	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		30	\$179,769.39	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		2	\$4,484.16	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		2	\$4,484.16	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		32	\$184,253.55	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		32	\$184,253.55	\$0.00
Grand Totals:									
					Checks				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		30	\$179,769.39	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		30	\$179,769.39	\$0.00
					EFTs				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		2	\$4,484.16	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		2	\$4,484.16	\$0.00
					All				
					Status		Count	Transaction Amount	Reconciled Amount
					Open		32	\$184,253.55	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		32	\$184,253.55	\$0.00

Payment Register

From Payment Date: 6/26/2018 - To Payment Date: 7/9/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17796	06/26/2018	Open			Accounts Payable	Nowak, Jagoda	\$96.00		
	Invoice		Date	Description		Amount			
	17-27-10		10/27/2017	Vehicle Sticker		\$96.00			
17797	07/09/2018	Open			Accounts Payable	AT&T	\$1,618.11		
	Invoice		Date	Description		Amount			
	63025719820618		06/25/2018	630 257-1982 589 2 ruffled fthrs l/s		\$151.28			
	63025752710618		06/25/2018	630 257-5271 183 5 harpers grove l/s		\$159.00			
	63025704360618		06/25/2018	630 257-0436 056 6 glens of connemara l/s		\$159.30			
	63025759360618		06/25/2018	630 257-5936 976 9 well #4		\$163.83			
	63025722900618		06/25/2018	630 257-2290 820 6 well #3		\$219.20			
	63025795390618		06/25/2018	630 257-9539 074 6 keepataw trails l/s		\$152.21			
	63025724740618		06/25/2018	630 257-2474 474 0 p.d. backup phone line		\$342.68			
	63025752720618		06/25/2018	630 257-5272 181 8 metra station security cameras		\$176.40			
	63025764210618		06/25/2018	630 257-6421 123 8 well #5		\$94.21			
17798	07/09/2018	Open			Accounts Payable	Avalon Petroleum Company	\$12,571.79		
	Invoice		Date	Description		Amount			
	072470		06/15/2018	1600 gallons regular		\$4,387.52			
	462503		06/05/2018	2089 gallons regular		\$5,857.77			
	019236		06/13/2018	900 gallons diesel		\$2,326.50			
17799	07/09/2018	Open			Accounts Payable	Azavar Audit Solutions	\$57.13		
	Invoice		Date	Description		Amount			
	14523		07/01/2018	Jul 2018 utility audit contingency pmt		\$57.13			
17800	07/09/2018	Open			Accounts Payable	B & W Truck Repair Inc.	\$3,836.78		
	Invoice		Date	Description		Amount			
	000052695		07/03/2018	2013 international repair		\$3,836.78			
17801	07/09/2018	Open			Accounts Payable	Black Dirt Inc.	\$180.00		
	Invoice		Date	Description		Amount			
	053118-59		05/31/2018	dirt for sidewalk repair		\$180.00			
17802	07/09/2018	Open			Accounts Payable	Bode, Denise, G	\$250.00		
	Invoice		Date	Description		Amount			
	18-06-27		06/26/2018	DAT Class - 6/25-6/27		\$250.00			
17803	07/09/2018	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,500.00		
	Invoice		Date	Description		Amount			
	18-07-02		07/02/2018	June 2018 legal services		\$2,500.00			
17804	07/09/2018	Open			Accounts Payable	Certified Fleet Services Inc	\$765.00		
	Invoice		Date	Description		Amount			
	I11466		06/18/2018	inspection		\$765.00			
17805	07/09/2018	Open			Accounts Payable	CFA Software	\$2,995.00		
	Invoice		Date	Description		Amount			
	13825		07/03/2018	CFW Win8 software support		\$2,995.00			
17806	07/09/2018	Open			Accounts Payable	Chicago Parts Sound, LLC	\$797.81		
	Invoice		Date	Description		Amount			
	30IC079298		06/19/2018	parts		\$103.68			
	30IC080852		06/28/2018	parts		\$354.13			

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	30IC075795		05/29/2018		seminar		\$340.00		
17807	07/09/2018	Open			Accounts Payable	Chief Supply/Law Enforcement Supply	\$468.09		
	Invoice		Date		Description		Amount		
	14787		05/18/2018		RADIO BATTERIES		\$468.09		
17808	07/09/2018	Open			Accounts Payable	Cintas Corporation	\$213.30		
	Invoice		Date		Description		Amount		
	5010954268		06/25/2018		0010696710 - first aid cabinet refill		\$133.12		
	5010954272		06/25/2018		first aid cabinet supplies		\$80.18		
17809	07/09/2018	Open			Accounts Payable	Cleaning Specialist Inc	\$250.00		
	Invoice		Date		Description		Amount		
	2275		06/04/2018		body removal		\$250.00		
17810	07/09/2018	Open			Accounts Payable	ComEd	\$633.99		
	Invoice		Date		Description		Amount		
	18-06-8029		06/27/2018		0615008029 - EDBOSSERT DR METR 0 E STATE ST		\$25.96		
	18-06-8014		06/25/2018		3909078014 - street lights - illinois, e of stephen		\$15.67		
	18-06-0007		06/25/2018		1173160007 - street lights - talcott, e of stephen		\$104.16		
	18-07-7033		07/02/2018		2213017033 - Main St lift station - bell rd, main st		\$110.09		
	18-06-4052		06/25/2018		2163104052 - street lights - stephen st 1 S river		\$38.05		
	18-07-2063		07/02/2018		1443022063 - street lights - KA Steel path		\$33.75		
	18-07-3015		07/02/2018		0432203015 - street lights - 44 Stephen St		\$51.42		
	18-06-9011(2)		06/29/2018		6534089011 - street lights - 411 Singer Ave Rear		\$254.89		
17811	07/09/2018	Open			Accounts Payable	Courtney's Safety Lane Inc	\$310.00		
	Invoice		Date		Description		Amount		
	4443		06/12/2018		safety lane		\$310.00		
17812	07/09/2018	Open			Accounts Payable	Cross Points Sales, Inc.	\$638.00		
	Invoice		Date		Description		Amount		
	S992851		06/22/2018		VH elevator repair		\$638.00		
17813	07/09/2018	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date		Description		Amount		
	25429		06/15/2018		Jul 2018 cleaning		\$3,260.00		
17814	07/09/2018	Open			Accounts Payable	DuPage Mayors and Managers Conference	\$4,455.04		
	Invoice		Date		Description		Amount		
	10456		06/08/2018		Personnel Develpmnt (dues, reimb for travel etc to meetings etc)		\$70.00		
	10383		05/15/2018		membership dues and debt assessment		\$4,385.04		
17815	07/09/2018	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date		Description		Amount		
	50369		06/28/2018		PD floor mats		\$68.10		
17816	07/09/2018	Open			Accounts Payable	Emergency Services Marketing Corp Inc	\$305.00		
	Invoice		Date		Description		Amount		
	18-06-28		06/28/2018		lamResponding subscription		\$305.00		

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17817	07/09/2018	Open			Accounts Payable	Fred Bluder & Son Tree Service	\$3,365.00		
	Invoice		Date	Description		Amount			
	18-06-07		06/07/2018	tree and stump removal		\$3,365.00			
17818	07/09/2018	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$1,880.00		
	Invoice		Date	Description		Amount			
	2017981		06/12/2018	I.T. Support		\$840.00			
	2018004		06/26/2018	I.T. Support		\$1,040.00			
17819	07/09/2018	Open			Accounts Payable	Hinsdale Nurseries, Inc.	\$445.00		
	Invoice		Date	Description		Amount			
	1606965		06/05/2018	Fordham Hills planting		\$77.00			
	1611154		06/28/2018	Front St bushes		\$368.00			
17820	07/09/2018	Open			Accounts Payable	Illinois Environmental Protection Agency	\$1,000.00		
	Invoice		Date	Description		Amount			
	ILR400497 FY19		07/03/2018	ILR400497 NPDES fee		\$1,000.00			
17821	07/09/2018	Open			Accounts Payable	Illinois Tax Increment Association	\$650.00		
	Invoice		Date	Description		Amount			
	673788		07/01/2018	TIF membership		\$650.00			
17822	07/09/2018	Open			Accounts Payable	IRMA	\$3,256.36		
	Invoice		Date	Description		Amount			
	SALES0016843		05/31/2018	May deductible		\$3,167.11			
	IVC0010655		05/31/2018	mower safety training - 3 ees		\$89.25			
17823	07/09/2018	Open			Accounts Payable	Kane, McKenna and Associates Inc	\$4,250.00		
	Invoice		Date	Description		Amount			
	15546		06/26/2018	Document Prep and Review		\$2,537.50			
	15545		05/31/2018	TIF Proposal		\$1,712.50			
17824	07/09/2018	Open			Accounts Payable	Kirk, Betty, Burian	\$7.00		
	Invoice		Date	Description		Amount			
	201814		07/02/2018	commission for art work sold		\$7.00			
17825	07/09/2018	Open			Accounts Payable	Klein Thorpe & Jenkins Ltd	\$30.71		
	Invoice		Date	Description		Amount			
	196295		05/31/2018	tax appeal		\$30.71			
17826	07/09/2018	Open			Accounts Payable	KS StateBank	\$23,552.51		
	Invoice		Date	Description		Amount			
	18-08-01		06/26/2018	Monthly lease for 2015 International Truck		\$23,552.51			
17827	07/09/2018	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	8474433		06/20/2018	copier lease		\$277.98			
	8474434		06/20/2018	copier lease		\$676.51			
17828	07/09/2018	Open			Accounts Payable	Lundquist, Linda, J.	\$34.30		
	Invoice		Date	Description		Amount			
	201816		07/02/2018	commission for art work sold		\$34.30			

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17829	07/09/2018	Open			Accounts Payable	M & M Auto Glass & Upholstery Service	\$350.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	500635		06/13/2018		window repair 13-1		\$350.00		
17830	07/09/2018	Open			Accounts Payable	M/I Homes of Chicago	\$24,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2017-00001279		06/30/2018		refund clean up deposit - 13620 Buchanan Dr		\$1,000.00		
	2017-00001279(L)		06/30/2018		refund Landscape bond - 13620 Buchanan Dr		\$5,000.00		
	2017-00000819(L)		06/30/2018		refund Landscape Bond - 13784 Anne Dr		\$5,000.00		
	2017-00000819		06/30/2018		refund clean up deposit - 13784 Anne Dr		\$1,000.00		
	2017-00001088		06/30/2018		refund clean up deposit - 13836 Amelia Dr		\$1,000.00		
	2017-00001088(L)		06/30/2018		refund Landscape bond - 13836 Amelia Dr		\$5,000.00		
	2017-00001182		06/30/2018		refund clean up deposit - 13360 Bond Cir		\$1,000.00		
	2017-00001182(L)		06/30/2018		refund Landscape bond - 13360 Bond Cir		\$5,000.00		
17831	07/09/2018	Open			Accounts Payable	Mark, Gene	\$16.45		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	201815		07/02/2018		commission for art work sold		\$16.45		
17832	07/09/2018	Open			Accounts Payable	Marth Construction	\$1,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2018-00000115		06/30/2018		refund clean up deposit - 12810 Waterford Dr		\$1,000.00		
17833	07/09/2018	Open			Accounts Payable	Martin Implement Sales	\$436.15		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	127921		06/21/2018		parts		\$436.15		
17834	07/09/2018	Open			Accounts Payable	Menards	\$152.92		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	31407		06/22/2018		tools, pd lights		\$120.53		
	30953		06/15/2018		mortar, tools		\$32.39		
17835	07/09/2018	Open			Accounts Payable	Metropolitan Industries Inc	\$30.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0000335738		06/21/2018		data communication fee		\$30.00		
17836	07/09/2018	Open			Accounts Payable	Minuteman Press of Orland Park	\$79.03		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10461		06/26/2018		Bumper Stickers, Lock It Lose It Postcards		\$79.03		
17837	07/09/2018	Open			Accounts Payable	Morris Engineering, Inc.	\$12,795.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	18-06885		06/07/2018		Engineering Review		\$12,795.00		
17838	07/09/2018	Open			Accounts Payable	Municipal Code Corporation	\$350.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	00310250		06/11/2018		admin support 6/1/18-5/31/19		\$350.00		
17839	07/09/2018	Open			Accounts Payable	Norton Sons Roofing Inc	\$665.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	12966		06/20/2018		VH roof leak repair		\$665.00		
17840	07/09/2018	Open			Accounts Payable	Novotny Engineering	\$26,061.41		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	06028-81		06/26/2018		General Engg services in May		\$152.00		
	06301-3		06/26/2018		Utility Permits - May		\$164.00		

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	15065-8		06/26/2018		St. Alphonsus Parking Lot Addition - May		\$228.00		
	16562-3		06/26/2018		735 Czaki - May ADA compliant plan		\$164.00		
	17185-10		06/26/2018		12767 Derby Road-May inspection		\$1,518.00		
	17238-7		06/26/2018		Safety Village Green - Off site Metra Median		\$4,196.22		
	17260-7		06/26/2018		Vic's Trucking - May services		\$246.00		
	17273-5		06/26/2018		St. Cyril's Rectory Expansion & Renovation - May		\$82.00		
	17420-2		06/26/2018		Smith Road Watermain Extension		\$1,602.25		
	18126-2		06/26/2018		Will County Parcels Plat of Annexation - 135th & Archer		\$246.00		
	18130-1		06/26/2018		15900 W. 127th Street Parking Lot - May inspection		\$228.00		
	18136-2		06/26/2018		Lemont IV 13511 Main St. - Truck Parking		\$164.00		
	18153-2		06/26/2018		5th St. Dev - North of McCarthy (Eire's Subdivision)		\$410.00		
	18156-2		06/26/2018		ACBL - Lemont (Russo)		\$328.00		
	18192-1		06/26/2018		Canal St. Apts - May consulting		\$656.00		
	18202-1		06/26/2018		16622 W. 127th St. - May TRC meeting		\$492.00		
	18218-1		06/26/2018		Talcott Parking Lot - Event Planning		\$152.00		
	18221-1		06/26/2018		Harbour Property Site - 135th St.		\$328.00		
	16214-8		06/19/2018		Division & Cass watermain		\$380.00		
	18055-1		06/19/2018		2018 Sewer Televising		\$1,566.00		
	18151-2		06/19/2018		Water tank site evaluation		\$338.00		
	18003-2		06/19/2018		2018 MFT resurfacing		\$696.00		
	18240-1		06/19/2018		131st Street Corridor Study by CCDOT		\$85.00		
	17416-6		06/19/2018		Ruffled Feathers drainage		\$656.00		
	17435-3		06/19/2018		2018 watermain		\$9,386.51		
	15202-+16		06/19/2018		Equestrian Meadows-May		\$608.00		
	02115-77		06/19/2018		NPDES flow monitoring		\$761.43		
	062328-8		06/19/2018		Ashbury Woods unit 3 punchlist		\$228.00		
17841	07/09/2018	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$119.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1010786678		06/16/2018		Pre Employment Testing		\$119.50		
17842	07/09/2018	Open			Accounts Payable	Office Depot	\$598.62		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	152770304001		06/18/2018		SUPPLIES		\$52.07		
	148827630001		06/08/2018		OFFICE SUPPLIES		\$28.93		
	148827629001		06/08/2018		OFFICE SUPPLIES		\$18.99		
	148814889001		06/08/2018		OFFICE SUPPLIES		\$11.09		
	147548473001		06/06/2018		OFFICE SUPPLIES		\$76.74		
	134987137001		05/04/2018		OFFICE SUPPLIES		\$72.38		
	134983055001		05/04/2018		OFFICE SUPPLIES		\$275.44		
	134456271001		05/03/2018		OFFICE SUPPLIES		\$62.98		
17843	07/09/2018	Open			Accounts Payable	Otis Elevator Co	\$5,291.59		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CYS31929001		01/30/2018		PD elevator test witness fee		\$375.00		
	CYS05393718		07/03/2018		VH elevator maintenance		\$950.40		
	CYS05747318		07/03/2018		PD elevator maintenance		\$3,966.19		

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17844	07/09/2018	Open			Accounts Payable	Patriot Landscape & Maintenance Inc	\$245.00		
	Invoice		Date	Description			Amount		
	4118		05/25/2018	MOWING			\$245.00		
17845	07/09/2018	Open			Accounts Payable	Perspectives	\$992.58		
	Invoice		Date	Description			Amount		
	89784		07/01/2018	Employee Assistance Services			\$992.58		
17846	07/09/2018	Open			Accounts Payable	Poellot, Joshua, J	\$300.00		
	Invoice		Date	Description			Amount		
	70118		06/26/2018	A/V Support in June			\$300.00		
17847	07/09/2018	Open			Accounts Payable	Quill Corporation	\$219.14		
	Invoice		Date	Description			Amount		
	8094555		06/25/2018	VH office, breakroom supplies			\$219.14		
17848	07/09/2018	Open			Accounts Payable	Quinlan Security Systems	\$382.53		
	Invoice		Date	Description			Amount		
	22354		05/01/2018	PW alarm maintenance			\$382.53		
17849	07/09/2018	Open			Accounts Payable	Rag's Electric	\$1,950.22		
	Invoice		Date	Description			Amount		
	21769		05/16/2018	Seven Oaks street light inspection			\$248.00		
	21792		05/30/2018	light repair			\$1,117.05		
	21793		05/30/2018	repair			\$585.17		
17850	07/09/2018	Open			Accounts Payable	Rainbow Printing	\$692.20		
	Invoice		Date	Description			Amount		
	413188		06/07/2018	OFFICE SUPPLIES-INK STAMPS			\$131.40		
	413219		06/27/2018	blank card stock			\$94.90		
	413227		06/29/2018	rack cards			\$269.95		
	413202		06/18/2018	#10 window envelopes			\$195.95		
17851	07/09/2018	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$103.96		
	Invoice		Date	Description			Amount		
	1832125-IN		06/14/2018	UNIFORMS			\$103.96		
17852	07/09/2018	Open			Accounts Payable	Robbins Schwartz	\$2,506.54		
	Invoice		Date	Description			Amount		
	281724		06/21/2018	LEGAL SERVICES			\$2,506.54		
17853	07/09/2018	Open			Accounts Payable	Rod Baker Ford	\$360.05		
	Invoice		Date	Description			Amount		
	165334		06/12/2018	parts			\$116.10		
	165120		06/05/2018	parts			\$243.95		
17854	07/09/2018	Open			Accounts Payable	Route 66 Asphalt Company a K-Five Company	\$132.24		
	Invoice		Date	Description			Amount		
	7980		05/31/2018	pot hole patch			\$132.24		
17855	07/09/2018	Open			Accounts Payable	Rush Truck Centers	\$189.48		
	Invoice		Date	Description			Amount		
	3010893694		06/13/2018	parts			\$189.48		

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17856	07/09/2018	Open			Accounts Payable	Servpro of Wheaton/Glen Ellyn/Lisle	\$3,004.85		
	Invoice		Date	Description		Amount			
	41530333		07/03/2018	Village Hall remediation		\$3,004.85			
17857	07/09/2018	Open			Accounts Payable	Shred-It USA, LLC	\$40.00		
	Invoice		Date	Description		Amount			
	8124989553		06/22/2018	VH shredding 13316714		\$40.00			
17858	07/09/2018	Open			Accounts Payable	Southwest Central Dispatch	\$27,387.47		
	Invoice		Date	Description		Amount			
	18-06-15		06/15/2018	Jul 2018 assessment		\$27,387.47			
17859	07/09/2018	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$9,779.22		
	Invoice		Date	Description		Amount			
	201805		06/21/2018	PLAN REVIEWS AND INSPECTIONS		\$9,779.22			
17860	07/09/2018	Open			Accounts Payable	The Municipal Clerks of Illinois	\$70.00		
	Invoice		Date	Description		Amount			
	18-07-19		06/26/2018	Summer Seminar - July 19-21		\$70.00			
17861	07/09/2018	Open			Accounts Payable	Urban Forest Management, Inc.	\$290.00		
	Invoice		Date	Description		Amount			
	180532		06/26/2018	Montifiore - May Services		\$290.00			
17862	07/09/2018	Open			Accounts Payable	Vick, Randy	\$10.50		
	Invoice		Date	Description		Amount			
	201817		07/02/2018	commission for art work sold		\$10.50			
17863	07/09/2018	Open			Accounts Payable	Willowbrook Ford Inc.	\$100.00		
	Invoice		Date	Description		Amount			
	6273036		06/05/2018	repair PD0141		\$100.00			
17864	07/09/2018	Voided	Incorrect Amount	07/09/2018	Accounts Payable	Amoonjump4u Inc	\$12,215.00		
	Invoice		Date	Description		Amount			
	18-06-19		06/19/2018	8/8/18 cotton candy and popcorn machines		\$329.00			
	53289		06/21/2018	7/14/18 entertainment		\$11,886.00			
17865	07/09/2018	Open			Accounts Payable	B&B Productions Inc	\$2,235.00		
	Invoice		Date	Description		Amount			
	18-06-08		06/08/2018	7/14/18 stage lights sound		\$2,235.00			
17866	07/09/2018	Open			Accounts Payable	Centerfold Inc	\$2,000.00		
	Invoice		Date	Description		Amount			
	18-07-02		07/02/2018	7/14/18 performance		\$2,000.00			
17867	07/09/2018	Open			Accounts Payable	J & J Party Rental	\$830.00		
	Invoice		Date	Description		Amount			
	18-07-02		07/02/2018	7/14/18 tables and chairs		\$830.00			
17868	07/09/2018	Open			Accounts Payable	Kus, Ellen, B	\$600.00		
	Invoice		Date	Description		Amount			
	18-07-02		07/02/2018	7/14/18 performance		\$600.00			
17869	07/09/2018	Open			Accounts Payable	Memory Lane Stables	\$745.00		
	Invoice		Date	Description		Amount			
	18-07-02		07/02/2018	7/14/18 petting zoo, pony rides		\$745.00			

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17870	07/09/2018	Open			Accounts Payable	Mosteller, Dawn	\$90.00		
	Invoice								
	071418-A		Date	Description			Amount		
			07/02/2018	7/14/18 cookie booth supplies			\$90.00		
17871	07/09/2018	Open			Accounts Payable	Razor Image	\$1,825.00		
	Invoice								
	18-07-03		Date	Description			Amount		
			07/03/2018	light pole banners			\$1,825.00		
17872	07/09/2018	Open			Accounts Payable	Salt Creek Chapter Model A Ford Club of America	\$200.00		
	Invoice								
	18-07-02		Date	Description			Amount		
			07/02/2018	7/14/18 performance			\$200.00		
17873	07/09/2018	Open			Accounts Payable	Special Event Rentals Ltd	\$935.00		
	Invoice								
	18-07-02		Date	Description			Amount		
			07/02/2018	7/14/18 golf carts, carryalls			\$935.00		
17874	07/09/2018	Open			Accounts Payable	Timing's Everything	\$1,000.00		
	Invoice								
	18-07-02		Date	Description			Amount		
			07/02/2018	7/14/18 performance			\$1,000.00		
17875	07/09/2018	Open			Accounts Payable	Wood, Kevin, J	\$200.00		
	Invoice								
	18-07-14		Date	Description			Amount		
			04/16/2018	7/14/18 performance			\$200.00		
17876	07/09/2018	Open			Accounts Payable	AquaServ	\$1,000.00		
	Invoice								
	2017-00001078		Date	Description			Amount		
			06/26/2018	refund clean up deposit - 1286 Woburn Dr			\$1,000.00		
17877	07/09/2018	Open			Accounts Payable	Chicago Blaze Building Corp	\$1,000.00		
	Invoice								
	2013-00010580		Date	Description			Amount		
			06/22/2018	refund clean up deposit - 13011 Smith Rd			\$1,000.00		
17878	07/09/2018	Open			Accounts Payable	Crowley, Joseph	\$125.00		
	Invoice								
	18-06-21		Date	Description			Amount		
			06/21/2018	Metra Refund			\$125.00		
17879	07/09/2018	Open			Accounts Payable	Labuda, Ed	\$1,000.00		
	Invoice								
	2017-00001045		Date	Description			Amount		
			06/30/2018	refund clean up deposit			\$1,000.00		
17880	07/09/2018	Open			Accounts Payable	McGlynn, Jim or Theresa	\$1,000.00		
	Invoice								
	2018-00000241		Date	Description			Amount		
			07/02/2018	refund clean up deposit			\$1,000.00		
17881	07/09/2018	Open			Accounts Payable	Nafe Group Inc	\$1,000.00		
	Invoice								
	2016-00000439		Date	Description			Amount		
			06/30/2018	refund clean up deposit - 12315 Thornberry Dr			\$1,000.00		
17882	07/09/2018	Open			Accounts Payable	Seva Companies	\$19,500.00		
	Invoice								
	2015-00000820		Date	Description			Amount		
			06/29/2018	refund Clean Up, Landscape, Temp Occ bonds - 15629 127th St			\$19,500.00		
17883	07/09/2018	Open			Accounts Payable	Zimmerman, D. Michael	\$125.00		
	Invoice								
	18-06-27		Date	Description			Amount		
			06/27/2018	refund for returned Metra pass #0160			\$125.00		

Payment Register

From Payment Date: 6/26/2018 - To Payment Date: 7/9/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17884	07/09/2018	Open			Accounts Payable	Neopost USA Inc	\$2,000.00		
	Invoice		Date	Description		Amount			
	18-07-09		06/28/2018	postage meter refill		\$2,000.00			
17885	07/09/2018	Open			Accounts Payable	Amoonjump4u Inc	\$11,886.00		
	Invoice		Date	Description		Amount			
	53289		06/21/2018	7/14/18 entertainment		\$11,886.00			
17886	07/09/2018	Open			Accounts Payable	Amoonjump4u Inc	\$329.00		
	Invoice		Date	Description		Amount			
	18-06-19		06/19/2018	8/8/18 cotton candy and popcorn machines		\$329.00			
Type Check Totals:							\$258,236.16		
91 Transactions									
EFT									
378	06/29/2018	Reconciled		06/29/2018	Accounts Payable	Illinois Municipal Retirement Fund	\$38,837.15	\$38,837.15	\$0.00
	Invoice		Date	Description		Amount			
	01727		06/29/2018	June 2018 contributions		\$38,837.15			
379	06/27/2018	Open			Accounts Payable	Neopost USA Inc	\$2,000.00		
	Invoice		Date	Description		Amount			
	18-06-27		06/27/2018	postage meter refill		\$2,000.00			
380	07/09/2018	Open			Accounts Payable	Baker Tilly Virchow Krause, LLP	\$6,500.00		
	Invoice		Date	Description		Amount			
	BT1270091		05/24/2018	FY18 Audit		\$6,500.00			
381	07/09/2018	Open			Accounts Payable	CareerBuilder Employment Screening, LLC	\$143.40		
	Invoice		Date	Description		Amount			
	AUR1076701		06/26/2018	Background Checks		\$72.70			
	AUR1072414		05/31/2018	background search		\$70.70			
382	07/09/2018	Open			Accounts Payable	Lemont Area Chamber of Commerce	\$2,500.00		
	Invoice		Date	Description		Amount			
	113216		06/28/2018	Jul 2018 consulting fee		\$2,500.00			
383	07/09/2018	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	0000213		06/26/2018	July Monthly Subscription		\$3,336.67			
384	07/09/2018	Open			Accounts Payable	Tate, Jamie, M	\$1,844.40		
	Invoice		Date	Description		Amount			
	18-12		06/29/2018	05/28/18-06/10/18 planning services		\$341.00			
	18-13		07/02/2018	06/11/18-06/24/18 planning services		\$1,503.40			
Type EFT Totals:							\$55,161.62	\$38,837.15	\$0.00
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$246,021.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$12,215.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$258,236.16	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	6	\$16,324.47	\$0.00

Payment Register

From Payment Date: 6/26/2018 - To Payment Date: 7/9/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	1	\$38,837.15	\$38,837.15	
					Voided	0	\$0.00	\$0.00	
					Total	7	\$55,161.62	\$38,837.15	
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	96	\$262,345.63	\$0.00
						Reconciled	1	\$38,837.15	\$38,837.15
						Voided	1	\$12,215.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	98	\$313,397.78	\$38,837.15
FM-Receipts - Village Receipts									
<u>EFT</u>									
88	06/28/2018	Open			Accounts Payable	Amalgamated Bank of Chicago	\$75,085.00		
	Invoice		Date	Description		Amount			
	18-06-01 4775		06/01/2018	Series 2012B BI #4775		\$75,085.00			

Payment Register

From Payment Date: 6/26/2018 - To Payment Date: 7/9/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
89	06/28/2018	Open			Accounts Payable	Amalgamated Bank of Chicago	\$53,937.50		
	Invoice		Date	Description		Amount			
	18-06-01 4774		06/01/2018	Series 2012A BI #4774		\$53,937.50			

Type EFT Totals:

FM-Receipts - Village Receipts Totals

2 Transactions

\$129,022.50

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	\$0.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	0	\$0.00	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$129,022.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	2	\$129,022.50	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$129,022.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	2	\$129,022.50	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$246,021.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$12,215.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	91	\$258,236.16	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	8	\$145,346.97	\$0.00
	Reconciled	1	\$38,837.15	\$38,837.15
	Voided	0	\$0.00	\$0.00
	Total	9	\$184,184.12	\$38,837.15

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	\$391,368.13	\$0.00
	Reconciled	1	\$38,837.15	\$38,837.15
	Voided	1	\$12,215.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	100	\$442,420.28	\$38,837.15

Payment Register

From Payment Date: 7/10/2018 - To Payment Date: 7/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
17921	07/13/2018	Open			Accounts Payable	Eich's Sports Inc.	\$1,097.00		
	Invoice		Date	Description		Amount			
	013997		07/10/2018	t-shirts		\$1,097.00			
17922	07/13/2018	Open			Accounts Payable	Sparkles Entertainment, Inc.	\$950.00		
	Invoice		Date	Description		Amount			
	180714VL		07/10/2018	7/14/18 balloon artists (2)		\$950.00			
17923	07/13/2018	Open			Accounts Payable	GAC Entertainment	\$500.00		
	Invoice		Date	Description		Amount			
	18-07-12		07/12/2018	7/14/18 kid's entertainment		\$500.00			
17924	07/23/2018	Open			Accounts Payable	Amalgamated Bank of Chicago	\$1,425.00		
	Invoice		Date	Description		Amount			
	18-07-01 9001		07/01/2018	Series 2015C bond fees #9001		\$475.00			
	18-07-01 7003		07/01/2018	Series 2015A bond fee #7003		\$475.00			
	18-07-01 8002		07/01/2018	Series 2015B bond fees #8002		\$475.00			
17925	07/23/2018	Open			Accounts Payable	AT&T	\$145.95		
	Invoice		Date	Description		Amount			
	18-06-1261		06/30/2018	142021261 - Village Hall internet		\$65.46			
	18-07-9005		07/02/2018	126379005 - metra station internet		\$80.49			
17926	07/23/2018	Open			Accounts Payable	Automatic Control Services	\$133.00		
	Invoice		Date	Description		Amount			
	4090		06/26/2018	Well 6 repair		\$133.00			
17927	07/23/2018	Open			Accounts Payable	Avalon Petroleum Company	\$4,295.36		
	Invoice		Date	Description		Amount			
	462579		06/26/2018	1600 gallons regular		\$4,295.36			
17928	07/23/2018	Open			Accounts Payable	Chicago Tribune Media Group	\$436.54		
	Invoice		Date	Description		Amount			
	003616566		06/30/2018	public notices		\$436.54			
17929	07/23/2018	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	AUG_2018		07/06/2018	security camera maintenance		\$2,430.00			
17930	07/23/2018	Open			Accounts Payable	ComEd	\$100.17		
	Invoice		Date	Description		Amount			
	18-07-3016		07/03/2018	9338003016 - street lights - houston 1N schultz		\$26.17			
	18-07-0155		07/03/2018	1515080155 - street lights - 451 Talcott		\$19.58			
	18-07-4009		07/03/2018	0348764009 - street lights - 47 Stevens St		\$54.42			
17931	07/23/2018	Open			Accounts Payable	Corrpro Companies Inc	\$1,185.00		
	Invoice		Date	Description		Amount			
	507629		06/30/2018	Well 4 tank inspections		\$1,185.00			
17932	07/23/2018	Open			Accounts Payable	Dynegy Energy Services LLC	\$32,783.35		
	Invoice		Date	Description		Amount			
	9085318061		06/27/2018	GMCVLG1001		\$25,346.20			
	153917618061		06/29/2018	GMCVLG1004		\$7,437.15			

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From Payment Date: 7/10/2018 - To Payment Date: 7/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17933	07/23/2018	Open			Accounts Payable	Galls, LLC	\$179.98		
	Invoice		Date	Description		Amount			
	010148347		06/19/2018	megaphone		\$179.98			
17934	07/23/2018	Open			Accounts Payable	Gilman Custom Construction Co.	\$1,000.00		
	Invoice		Date	Description		Amount			
	2018-00000045		07/06/2018	refund clean up deposit -15333 127th St		\$1,000.00			
17935	07/23/2018	Open			Accounts Payable	Goldy Locks, Inc.	\$442.00		
	Invoice		Date	Description		Amount			
	659867		07/05/2018	Keepataw Trails lock replacement		\$442.00			
17936	07/23/2018	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$2,705.00		
	Invoice		Date	Description		Amount			
	2018036		07/10/2018	I.T. Support		\$2,705.00			
17937	07/23/2018	Open			Accounts Payable	Halper, Peggy	\$400.00		
	Invoice		Date	Description		Amount			
	0100		05/29/2018	5/16/18 PZC meeting minutes		\$260.00			
	0101		07/01/2018	6/20/18 PZC meeting minutes		\$140.00			
17938	07/23/2018	Open			Accounts Payable	Illinois Environmental Protection Agency	\$5,000.00		
	Invoice		Date	Description		Amount			
	IL0039551(A)2019		06/28/2018	IL0039551 cso fee		\$5,000.00			
17939	07/23/2018	Open			Accounts Payable	Kathleen Field Orr & Associates	\$1,364.00		
	Invoice		Date	Description		Amount			
	15651		07/03/2018	Jun 2018 legal		\$1,364.00			
17940	07/23/2018	Open			Accounts Payable	Lemont Express Car Wash, LLC	\$575.00		
	Invoice		Date	Description		Amount			
	18-06-30 LEMA		06/30/2018	Apr-Jun 2018 vehicle washes-LEMA		\$55.00			
	18-06-30		06/30/2018	Apr-Jun 2018 vehicle washes-P.D.		\$520.00			
17941	07/23/2018	Open			Accounts Payable	Lemont Park District	\$2,000.00		
	Invoice		Date	Description		Amount			
	2016-00000568		07/05/2018	refund clean up deposit - 16526 Pasture Dr		\$1,000.00			
	2016-00000569		07/05/2018	refund clean up deposit - 13608 Cambridge Dr		\$1,000.00			
17942	07/23/2018	Open			Accounts Payable	Look Nu, LLC	\$40.00		
	Invoice		Date	Description		Amount			
	256		07/01/2018	June 2018 car washes		\$40.00			
17943	07/23/2018	Open			Accounts Payable	M/I Homes of Chicago	\$18,000.00		
	Invoice		Date	Description		Amount			
	2017-00000739		07/09/2018	refund clean up deposit - 9 Anne Cir		\$1,000.00			
	2017-00000739(L)		07/09/2018	refund Landscape bond - 9 Anne Cir		\$5,000.00			
	2017-00001058		07/09/2018	refund clean up deposit - 13691 Kettering Pkwy		\$1,000.00			
	2017-00001058(L)		07/09/2018	refund landscape bond - 13691 Kettering Pkwy		\$5,000.00			
	2017-00001181		07/09/2018	refund clean up deposit - 13640 Kettering Pkwy		\$1,000.00			
	2017-00001181(L)		07/09/2018	refund Landscape bond - 13640 Kettering Pkwy		\$5,000.00			
17944	07/23/2018	Open			Accounts Payable	Martino Concrete Company	\$800.00		
	Invoice		Date	Description		Amount			
	1825		07/05/2018	repair Front St curb		\$800.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17945	07/23/2018	Open			Accounts Payable	Menards	\$70.89		
	Invoice		Date	Description		Amount			
	32109		07/02/2018	maintenance supplies		\$70.89			
17946	07/23/2018	Open			Accounts Payable	NiCor Gas	\$285.80		
	Invoice		Date	Description		Amount			
	18/07-9378 5		07/03/2018	25-59-90-9378 5 well #6		\$25.42			
	18/07-2000 4		07/05/2018	04-46-52-2000 4 well #4		\$28.88			
	18/07-2382 4		07/05/2018	88-84-93-2382 4 glens of connemara l/s		\$29.25			
	18/07-2000 8		07/05/2018	37-54-52-2000 8 well #3		\$24.72			
	18/07-2000 6		07/05/2018	69-98-10-2000 6 oak tree ln l/s		\$28.21			
	18/07-8700 1		07/06/2018	93-56-54-8700 1 smith farms l/s		\$27.85			
	18/07-9589 2		07/06/2018	37-62-87-9589 2 target-kohls l/s		\$27.85			
	18/07-2000 8 (2)		07/06/2018	37-54-52-2000 8 well #3		\$66.24			
	18/07-4722 3		07/06/2018	91-25-56-4722 3 eagle ridge l/s		\$27.38			
17947	07/23/2018	Open			Accounts Payable	Novotny Engineering	\$574.00		
	Invoice		Date	Description		Amount			
	18131-1		06/19/2018	New TOD Downtown TIF		\$574.00			
17948	07/23/2018	Open			Accounts Payable	Office Depot	\$138.49		
	Invoice		Date	Description		Amount			
	157760481001		06/29/2018	office supplies		\$138.49			
17949	07/23/2018	Open			Accounts Payable	P. T. Ferro Construction Co.	\$297,622.52		
	Invoice		Date	Description		Amount			
	18003-1SF		07/11/2018	18GM MFT resurfacing		\$297,622.52			
17950	07/23/2018	Open			Accounts Payable	Patriot Landscape & Maintenance Inc	\$95.00		
	Invoice		Date	Description		Amount			
	4186		06/29/2018	mowing vacant property		\$95.00			
17951	07/23/2018	Open			Accounts Payable	Quinlan Security Systems	\$5,942.55		
	Invoice		Date	Description		Amount			
	22773		06/29/2018	VH door access system		\$5,942.55			
17952	07/23/2018	Open			Accounts Payable	Rag's Electric	\$6,386.66		
	Invoice		Date	Description		Amount			
	21806		06/11/2018	Timberline and New Avenue accident		\$6,386.66			
17953	07/23/2018	Open			Accounts Payable	Riccio Construction Corp.	\$186,007.96		
	Invoice		Date	Description		Amount			
	17435-3		07/09/2018	2018 Watermain		\$186,007.96			
17954	07/23/2018	Open			Accounts Payable	Schindler Elevator Corp.	\$1,931.17		
	Invoice		Date	Description		Amount			
	7152750071		06/30/2018	repair elevator		\$1,931.17			
17955	07/23/2018	Open			Accounts Payable	Shaw Media	\$490.68		
	Invoice		Date	Description		Amount			
	061810074590		06/30/2018	bid postings		\$490.68			
17956	07/23/2018	Open			Accounts Payable	Sosin, Arnold & Schoenbeck, Ltd.	\$1,000.00		
	Invoice		Date	Description		Amount			
	103749		06/30/2018	Jun 2018 adjudication		\$1,000.00			

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From Payment Date: 7/10/2018 - To Payment Date: 7/23/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
17957	07/23/2018	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$50.00		
	Invoice		Date	Description		Amount			
	07-06ma18		07/01/2018	Jul 2018 plotter maintenance		\$50.00			
17958	07/23/2018	Open			Accounts Payable	TKB Associates, Inc	\$4,996.00		
	Invoice		Date	Description		Amount			
	13121		06/29/2018	maintenance contract		\$4,996.00			
17959	07/23/2018	Open			Accounts Payable	Tri-K Inc	\$229.50		
	Invoice		Date	Description		Amount			
	105693		05/18/2018	glass cleaner		\$229.50			
17960	07/23/2018	Open			Accounts Payable	Verizon Wireless	\$47.09		
	Invoice		Date	Description		Amount			
	9810256247		07/03/2018	685282853-00001		\$47.09			
17961	07/23/2018	Open			Accounts Payable	Kent & Melone LLC dba ServPro of Joliet	\$1,000.00		
	Invoice		Date	Description		Amount			
	2017-00001052		07/08/2018	refund clean up deposit - 16 Evergreen PI		\$1,000.00			
17962	07/12/2018	Open			Accounts Payable	Anthony, Jamie, L	\$10.50		
	Invoice		Date	Description		Amount			
	201539		09/29/2015	commission on artwork sold		\$10.50			
Type Check Totals:					42 Transactions		\$584,866.16		
<u>EFT</u>									
386	07/23/2018	Open			Accounts Payable	CivicPlus	\$3,130.58		
	Invoice		Date	Description		Amount			
	173051		08/01/2018	Aug-Oct 2018 website hosting		\$3,130.58			
Type EFT Totals:					1 Transactions		\$3,130.58		
FM-Clearing - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	42	\$584,866.16	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	42	\$584,866.16	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$3,130.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	1	\$3,130.58	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	\$587,996.74	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		43	\$587,996.74	\$0.00
Checks				Status	Count		Transaction Amount	Reconciled Amount	
				Open	42		\$584,866.16	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	42		\$584,866.16	\$0.00	
EFTs				Status	Count		Transaction Amount	Reconciled Amount	
				Open	1		\$3,130.58	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Total	1		\$3,130.58	\$0.00	
All				Status	Count		Transaction Amount	Reconciled Amount	
				Open	43		\$587,996.74	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				Total	43		\$587,996.74	\$0.00	

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

SUBJECT: Lease with IDNR- I & M Canal

DATE: July 23, 2018

BACKGROUND/HISTORY

Although the Village owns the I & M Canal and the reserve strip within Cook County, the Village leases the reserve strip on the Will County side of the Illinois Department of Natural Resources (IDNR). This lease is up for renewal. Included for tonight is the authorization for the Village to enter into the renewal lease. The term of the lease is from October 1, 2017 to September 30, 2022. The express purpose is for operation and management of a pedestrian and bike trail. As this is for a public purpose, this is a no fee lease.

RECOMMENDATION

Staff recommends approval

ATTACHMENTS)

Ordinance Authorizing Execution of Lease
IDNR Lease

VILLAGE OF LEMONT
ORDINANCE NO. _____

**AN ORDINANCE APPROVING A LEASE WITH ILLINOIS DEPARTMENT OF
NATURAL RESOURCES**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD DAY OF JULY 2018**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 23rd day of July 2018**

Ordinance NO. _____

An Ordinance Approving a Lease with Illinois Department of Natural Resources

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, Section 5/11-76.1-1 of the Illinois Municipal Code Grants the power to Illinois Municipalities having a population of less than 500,000 inhabitants to lease real property for public purposes; and

Whereas, the Village desires to enter into a lease with Illinois Department of Natural Resources, for the purposes of proving bike and pedestrian trails adjacent to the I&M Canal.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, pursuant to its statutory powers under Section 65 ILCS 5/11-76.1-1 of the Illinois Municipal Code, as follows:

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

Section 2. The Village President is hereby authorized and directed to execute the lease attached hereto as Exhibit A by and between the Village of Lemont and Illinois Department of natural resources for a public bike and pedestrian path.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 23rd DAY OF JULY 2018

AYES

NAYS

ABSENT

ABSTAIN

Debby Blatzer

Ryan Kwasneski

Dave Maher

Ken McClafferty

Rick Sniegowski

Ron Stapleton

Approved by me this 23rd day of July 2018

JOHN EGOFSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

Agreement Number: 5431
Site Name: I & M Canal
Location Code: 50-3021-2

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LEASE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20____,
by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL
RESOURCES, hereinafter referred to as "IDNR", and VILLAGE OF LEMONT,
hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter
described; and

WHEREAS, the premises is not otherwise needed immediately or in the near or
foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement
pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-235; and

WHEREAS, LESSEE is authorized and empowered to enter into this Agreement
and to perform the covenants herein undertaken by virtue of the signature authorization
attached hereto as Exhibit A; and

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and
undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR
grants to LESSEE a license to do the particular acts stated in Paragraph 4 below on the
property owned by the State of Illinois known as I & M Canal, shown on the attached
Exhibit B, (hereinafter "Premises"), and legally described as follows:

Two tracts of land consisting of portions of the entire Right and Left Reserves of the
Illinois and Michigan Canal, being described more particularly as follows:

TRACT #1

A portion of the entire width of the Right (North) Reserve of the Illinois and Michigan
Canal, beginning at a line in said Right Reserve at the East boundary of the existing

bridge crossing, said line being opposite Canal Base Line Station 1233+40; thence extending northeasterly to the County Line of Cook County;

TRACT #2

A portion of the entire width of the Left (South) Reserve of the Illinois and Michigan Canal, beginning at a line in said Left Reserve at the East boundary of the existing bridge crossing, said line being opposite Canal Base Line Station 1233+40; thence extending northeasterly to the County Line of Cook County;

All located in the NE¼ of Section 25, T-37-N, R-10-E of the Third Principal Meridian, DuPage Township, Will County, Illinois.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises, and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of five (5) years, beginning on the 1st day of October, 2017, (“Effective Date”) and ending on the 30th day of September, 2022, (“Expiration Date”) unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: In consideration of the recreational opportunities to be derived by the People of Illinois and the mutual benefits accruing to each party under this Agreement, LESSEE shall not be charged a lease fee for the use of the PREMISES authorized herein.

4. PURPOSE: IDNR gives LESSEE permission to use and occupy the Premises for operation and management of a pedestrian and bicycle trail only, and such use shall be subject to the additional terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 15(B) herein.

5. RESTRICTIONS ON USE: LESSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful

purposes by LESSEE. LESSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LESSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LESSEE contained herein, LESSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LESSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

6. COMPLIANCE WITH LAWS: It is agreed that LESSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. LESSEE shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

7. PROHIBITION ON ENCUMBRANCE: LESSEE shall not allow or permit right, authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LESSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LESSEE's activity, LESSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

8. MODIFYING THE PREMISES: LESSEE shall not modify or alter the Premises or any improvement located on the Premises without the prior written approval of IDNR. If LESSEE wishes to make alterations and/or modifications to the Premises, LESSEE shall contact the IDNR Office of Realty and Environmental Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

9. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises.

IDNR reserves the right to require LESSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises at LESSEE's expense if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character and function or use of the Premises by IDNR.

IDNR shall have the right to enforce all terms and conditions of this Agreement. Failure of IDNR to insist on the strict performance of any of the terms and conditions of

this Agreement shall not constitute a waiver or relinquishment of IDNR's right to enforce any such term or condition at any time.

10. MAINTENANCE, ALTERATIONS AND OPERATION:

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LESSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LESSEE. LESSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LESSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LESSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LESSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LESSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LESSEE shall maintain the Premises and repair and pay for any damages caused by the LESSEE or their customers, invitees, agents or guests. If LESSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and

perform the maintenance necessary to restore the Premises and LESSEE shall reimburse IDNR for the cost thereof.

E. Requests for LESSEE improvements within or for the benefit of the space(s) allocated to LESSEE shall be submitted to IDNR for approval in a timely manner. Payment of LESSEE improvements shall solely be paid for by the LESSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LESSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LESSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LESSEE.

11. TAXES: If applicable, upon notice to LESSEE of the amount(s) due, LESSEE shall timely pay and discharge LESSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or this Agreement or any part thereof, and any taxes and licenses growing out of or in connection with LESSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LESSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premise by LESSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. Pursuant to written notice from IDNR, LESSEE, at its own expense, may be required to install safety devices, make modifications, or cease LESSEE's operation to render the Premises safe for, and compatible with, public use.

13. INSURANCE: LESSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. LESSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LESSEE's obligation to indemnify, defend, or settle any claims.

14. INDEMNIFICATION: LESSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LESSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LESSEE's, its officers, agents, guests and invitees..

15. TERMINATION: IDNR shall have the right to terminate this Agreement at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines the Premises shall be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LESSEE ninety days' written notice of its intent to terminate this Agreement. LESSEE agrees to surrender and restore the Premises and remove all personal property therefrom prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LESSEE shall not be liable for any further payments beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement if LESSEE breaches any covenant, term or condition set forth in this Agreement, is in default in payment of any sum required, or in the event of LESSEE's bankruptcy or receivership. In such an event, IDNR shall give LESSEE written notification

of such breach or default, and LESSEE shall have thirty days to cure the same. If LESSEE fails to cure or remedy the breach or default within said period of time, IDNR shall have the right to terminate this Agreement. Upon such an occurrence, LESSEE shall surrender the Premises to IDNR as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the provisions of Section 11 herein. If this Agreement is terminated as a result of LESSEE's breach or default, LESSEE shall remain liable for all lease payments required by this Agreement until such time as IDNR re-lets the Premises to an acceptable party. If IDNR is unable to re-let the Premises for the amount agreed upon herein, LESSEE shall remain liable for the difference between the amount agreed upon herein and the amount paid by new lessee.

(C) IDNR and LESSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty days' advance written notice in accordance with Section 16 herein.

16. VACATING THE PREMISES: Unless renewal is arranged within sixty days prior to the expiration of this Agreement, LESSEE, immediately upon such expiration, or upon termination, shall vacate the Premises and remove all property to which LESSEE holds title, except any property permanently attached to the Premises. Should LESSEE fail to remove or dispose of LESSEE's property, IDNR will consider such property abandoned, and may claim title to such property or dispose of same at LESSEE's expense.

17. RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LESSEE shall surrender the Premises to IDNR in as good condition as when LESSEE originally took possession, ordinary wear and tear excepted. IDNR reserves the right to require LESSEE to make such repairs and restorations as it may deem necessary. If LESSEE fails to restore the Premises to IDNR satisfaction, IDNR may restore and require LESSEE to pay the cost of such restoration.

18. RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LESSEE shall give IDNR sixty (60) days advance notice of its intention to renew. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or

conditions and circumstances. No holding over by LESSEE or month-to-month agreements shall be permitted. If the Premises is not properly vacated as provided herein, LESSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth herein. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LESSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LESSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LESSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LESSEE's account is not construed to constitute a novation or a release of LESSEE from further performance of its obligations under this Agreement.

21. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LESSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATIONS: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:

Department of Natural Resources
Div. of Concession & Lease Management
Natural Resources Way
Springfield, Illinois 62702-1271
Telephone: 217/782-7940
Emergency Contact: Dan Bell
Location: I & M Canal
Telephone: 815/942-9501

LESSEE:

Village of Lemont
Attn: Linda Molitor
418 Main Street
Lemont, IL. 60439
Telephone: 630/257-1590
Emergency Contact:
Location:
Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: The Certifications attached hereto as Exhibit C are incorporated herein by reference. LESSEE agrees to at all times observe, perform and abide by these certifications, if applicable.

Agreement Number: 5431
Site Name: I & M Canal
Location Code: 50-3021-2

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20__.

LESSEE:

STATE OF ILLINOIS:

Village of Lemont

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED:DIRECTOR, IDNR

Title: Director

Date: _____

By: Connie Waggoner, Director
Office of Realty & Environmental Planning

BY: _____

Title: _____

SSN or FEIN No.

Agreement Number: 5431
Site Name: I & M Canal

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of Village of Lemont,
(Lessee or Licensee - Company / Corporation / Municipality)

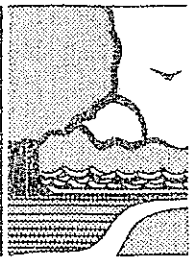
I certify that _____ is an authorized
(Name of executive of official who will sign the agreement)

representative of said organization and is legally empowered to act on its behalf in executing this agreement.

Signed: _____
(Person affirming signature authority of
above official; must not be the same
individual)

Title: _____

Date: _____

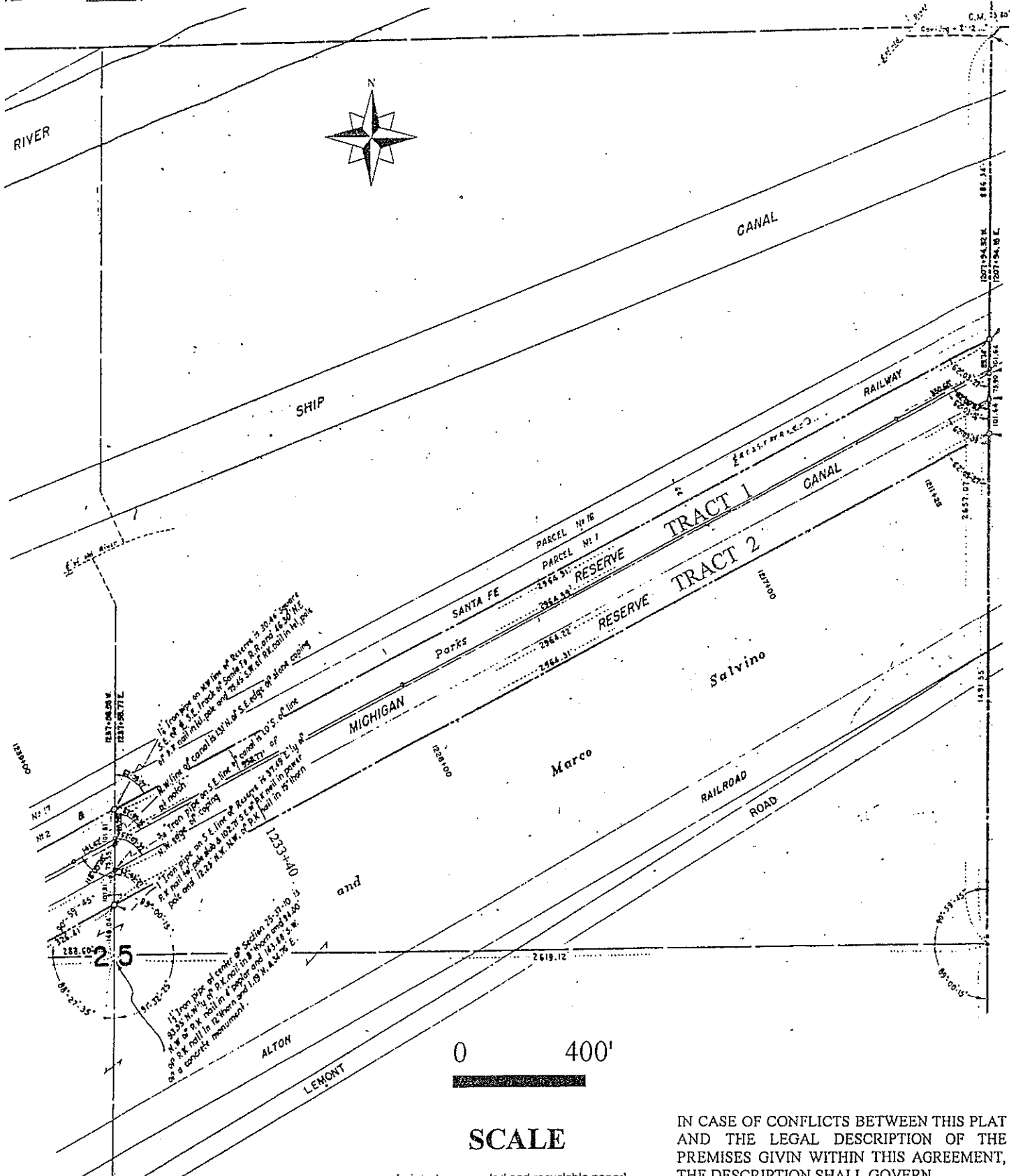


ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES

524 South Second Street, Springfield 62701-1787

Jim Edgar, Governor ☉ Brent Manning, Director

EXHIBIT B



SCALE

Printed on recycled and recyclable paper

IN CASE OF CONFLICTS BETWEEN THIS PLAT AND THE LEGAL DESCRIPTION OF THE PREMISES GIVIN WITHIN THIS AGREEMENT, THE DESCRIPTION SHALL GOVERN.

PL 1
PL -003
PL 35.99

PL 2
PL -012
PL 29.10

SANITARY & SHIP CANAL

A.T. & S.F. R.R. 502
I&M CANAL

200
PL 2
PL -012
PL 29.10

200
PL -019
PL 20.58

502
A.T. & S.F. R.R.
I&M CANAL

200
PL -019
PL 20.58

503
SA 72

G.M. & O.
LEMONT RD

300
PL -014
PL 19.801

200
PL -017
PL 2.75

200

401
PL -008

8
S001101

7

02-25D-W

02-25D-E

COOK COUNTY

1 inch = 20
Plot Date: J

STANDARD CERTIFICATIONS

Lessee acknowledges and agrees that compliance with this section and each subsection for the term of the agreement and any renewals is a material requirement and condition of this agreement. By executing this agreement Lessee certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this agreement. Lessee shall include these Standard Certifications in any subcontract used in the performance of the agreement using the Standard Subcontractor Certification form provided by the State.

If this agreement extends over multiple fiscal years including the initial term and all renewals, Lessee and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this agreement remains in effect.

If the Parties determine that any certification in this section is not applicable to this agreement it may be stricken without affecting the remaining subsections.

1. As part of each certification, Lessee acknowledges and agrees that should Lessee or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the agreement may be void by operation of law,
 - the State may void the agreement, and
 - the Lessee and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Lessee certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this agreement.
3. Lessee certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
4. Lessee (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).
5. Lessee certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
6. To the extent there was a incumbent Lessee providing the services covered by this agreement and the employees of that Lessee that provide those services are covered by a collective bargaining agreement, Lessee certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the agreement subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this agreement (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service agreements.
7. Lessee certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Lessee made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
8. If Lessee has been convicted of a felony, Lessee certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
9. If Lessee, or any officer, director, partner, or other managerial agent of Lessee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Lessee certifies at least five years have passed since the date of the conviction. Lessee further certifies that it is not barred from being awarded a agreement and acknowledges that the State shall declare the agreement void if this certification is false (30 ILCS 500/50-10.5).

10. Lessee certifies it is not barred from having an agreement with the State based on violating the prohibition on providing assistance to the state in identifying a need for an agreement (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Lessee certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Lessee and its affiliates acknowledge the State may declare the agreement void if this certification is false (30 ILCS 500/50-11) or if Lessee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Lessee certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the agreement being declared void.
13. Lessee certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded an agreement (30 ILCS 500/50-14).
14. Lessee certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State agreement, nor has Lessee accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State agreement (30 ILCS 500/50-25).
15. Lessee certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Lessee certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Lessee certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Lessee certifies steel products used or supplied in the performance of an agreement for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19.
 - a) If Lessee employs 25 or more employees and this agreement is worth more than \$5000, Lessee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - b) If Lessee is an individual and this agreement is worth more than \$5000, Lessee shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the agreement (30 ILCS 580).
20. Lessee certifies that neither Lessee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to agreements that exceed \$10,000 (30 ILCS 582).
21. Lessee certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Lessee certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public agreements, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Lessee certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
24. Lessee certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
25. Lessee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the agreement have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
26. Lessee certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
27. Lessee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Lessees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in an agreement valued at

over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Lessee certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this agreement will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

29. Lessee certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Lessee will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the agreement term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Lessee certifies as applicable:

Lessee is not required to register as a business entity with the State Board of Elections.

or

Lessee has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Lessee acknowledges a continuing duty to update the registration as required by the Act.

LESSEE (show Company name and DBA)

Signature_____

Printed Name_____

Title_____ Date_____

Address_____



www.lemont.il.us

TO: Mayor and Village Board
FROM: Kay Argo, Human Resources Manager
SUBJECT: Resigning Member of SWAHM/IPBC Termination Agreement
DATE: July 17, 2018

SUMMARY/BACKGROUND

Earlier this year on March 9, 2018 the Village Board approved Resolution No. 8-18 authorizing the withdrawal from the Southwest Agency for Health Management (“SWAHM”) and the Intergovernmental Personnel Benefit Cooperative (“IPBC”). Thereafter the Village Board approved Resolution No. 15-18 on April 19, 2018 approving the formation of the Government Insurance Network (“GIN”) along with a number of other local municipalities. As a result of these actions the Village of Lemont ceased participation in the IPBC health insurance pool at the end of the plan year effective on June 30, 2018. As of the beginning of the new plan year starting July 1, 2018 the Village is now providing health, dental and other employee benefits through its participation in the GIN insurance pool.

In order to process insurance claims that have been incurred but not yet paid the Village may enter into a termination agreement with the IPBC. There is a lag time between when a patient seeks treatment or fills a prescription and when the claims are processed for payment. The IPBC is willing to continue to provide services for claims incurred in the prior plan year ending June 30, 2018 for a limited time known as the run-off period.

The resigning member agreement is attached and outlines the services to be provided for up to one year by the IPBC. The Village will be responsible for paying claims and reasonable administrative costs. Appendix A of the agreement shows the estimated amount needed to cover run-off claims and administrative costs as \$113,350. The remaining funds that the Village had contributed over the years to pay claims and to retain as terminal reserve have already been returned to the Village by the IPBC.

RECOMMENDATION

The terms of the resigning member agreement have been reviewed and recommended by legal counsel hired by members of the new insurance cooperative. Lemont's Village Administrator, Finance Director and I have reviewed the terms of the agreement and the accounting of funds listed in Appendix A of the agreement. It is respectfully recommended that the Mayor and Village Board approve the resigning member agreement to provide for a smooth transition and ensure timely and accurate claims payments.

ATTACHMENTS:

Resolution
Resigning Member Agreement

SPECIFIC VILLAGE BOARD ACTION RERQUIRED:

Motion to Approve Resolution

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION
OF AN AGREEMENT WITH IPBC ON TERMINATION MATTERS**

WHEREAS, the Village of Lemont (“Village”) is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the Village previously entered into a governmental cooperative for administration and payment of certain health-related claims with the Southwest Agency for Health Management (“SWAHM”) and the Intergovernmental Personnel Benefit Cooperative (“IPBC”), together known as the “IPBC” or “Cooperative,” and the Village has tendered timely notice of its termination from continued participation in said Cooperative effective June 30, 2018; and

WHEREAS, the Village now seeks to enter into an agreement with the Cooperative regarding termination matters which include, but are not limited to run-off periods, payments and claims administration (hereinafter “Termination Agreement”); and

WHEREAS, the intent of the parties set forth in the Termination Agreement is that the run-off period of claims payments and administrative actions shall continue for a period of 365 days from June 30, 2018, and it is acknowledged that in addition to the other terms and conditions of the Termination Agreement the obligations of all payments to be made from excess carriers concludes on June 30, 2018; and

WHEREAS, the President and Board of Trustees desires to approve the Termination Agreement finding that this Termination Agreement provides for the orderly administration of claims upon termination and is in the best interest of the Village of Lemont and the public.

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

SECTION 1. The above-stated recitals are restated and incorporated into this Section 1 as though fully set forth herein.

SECTION 2. The President and Board of Trustees desires to approve the Termination Agreement titled “Intergovernmental Personnel Benefit Cooperative and Resigning Member or Resigning Sub-Pool Member Agreement on termination matters,” attached hereto. The Village President and Clerk are authorized and directed to execute the Termination Agreement on behalf of the Village of Lemont.

SECTION 3. Under the Termination Agreement attached as Exhibit 1, it is the obligation of the Village, at the time that a signed copy of the Agreement is submitted to the IPBC to either submit the estimated payment relating to health claim run-off and administrative costs specified in Appendix A of the Termination Agreement or to authorize the IPBC to transfer funds from any surplus funds currently on hand within the IPBC on behalf of the Village to a run-off payment fund, plus if estimated surplus funds are not sufficient, any needed additional funds to pay its run-off claims. If the Village shows an estimated reserve amount, it may use those amounts in whole or in part to fund the estimated obligations initially assumed by the Village under the Termination Agreement.

SECTION 4. All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 5. This Resolution shall be in full force and effect from and after its adoption, approval and publication as provided by law.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE,
ILLINOIS on this 23rd day of July, 2018.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**INTERGOVERNMENTAL PERSONNEL
BENEFIT COOPERATIVE AND
RESIGNING MEMBER OR RESIGNING SUB-POOL
MEMBER AGREEMENT ON TERMINATION MATTERS**

1. Withdrawal Action and Acceptance: The Corporate Authorities of the Village of Lemont (hereinafter the “Resigning Member” or “RM”), in a record vote, approved withdrawal from its membership in the Intergovernmental Personnel Benefit Cooperative or one of its Sub-Pools (hereinafter the “IPBC” or “Cooperative”), effective June 30, 2018. The RM has provided notice in writing to IPBC. The IPBC has accepted the RM’s notice of withdrawal, and the parties have entered into this voluntary Agreement to deal with issues relating to the termination.

2. Continuing Payments Until Withdrawal: The RM agrees to timely pay IPBC in the normal course of business the balance of its monthly premium and other standard payments at current rates for IPBC-sponsored coverages continuing through the withdrawal date. All normal benefits of Membership in the IPBC for the July 1, 2017 through June 30, 2018 fiscal year will be provided to terminating Members.

3. Termination of Use of IPBC’s Own Funds: If all of RM’s financial obligations are met, IPBC agrees to see to the process and payment, through the established claims payers, of all benefit claims arising under the RM’s coverage with IPBC for covered services until June 30, 2018. After termination, any sharing of claims among Members which uses a banding formula or debits and credits shall cease and all claims shall be the sole responsibility of the RM. No part of this Agreement modifies or amends any contract between the IPBC and any of its vendors or service providers.

After the date of the RM’s withdrawal from IPBC on June 30, 2018, no run-off claims of the RM need to be processed or paid by the IPBC or vendors in the absence of compliance by RM of the terms of this Agreement, and which are also consistent with the contracts of the

vendors who are referred to as “Payor” or Health Claim Administrator “HCA.” Run-off claims are those claims of covered parties which were incurred during the time that the RM was a Member of the IPBC, but were not fully paid or submitted prior to termination.

The contracts between the IPBC and the Payor of some of the IPBC’s Health, Dental, Prescription Drugs Programs or Life Insurance Programs may provide that the IPBC is responsible for certain payments to the Health, Dental, Prescription Drugs or Life Insurance Payor for run-off benefit claims and administrative costs for a continuing period. Since the RM benefits from such coverages, it will be responsible for the payment to the IPBC for all of such run-off claims. All estimated payments due under this paragraph shall be paid by RM to the IPBC when this Agreement is approved by its Corporate Authorities by Resolution or Ordinance and delivered to the IPBC for its signature. In the case of some RM, the payment may be made by permitting the IPBC to transfer estimated RM surplus funds into accounts for the payment of run-off claims. For RM with no or inadequate estimated surplus funds, the RM shall be required to transfer by check or wire transfer the run-off estimate funding shown on Appendix A less any transferred agreed-upon surplus funds. Delinquent payments under this paragraph or otherwise required under this Agreement shall be subject to the interest obligations provided for in Article XI of the IPBC Contract and By-Laws. Any amounts paid in error shall be returned within 30 days of written notice of the overpayment.

4. Run-off Claim Payments: With regards to this RM, the IPBC has entered into a Contract for the payment of the largest portion of run-off claims with a Health Claim Administrator (HCA) which has administered and paid health claims for the RM during the last fiscal year of its Membership in the IPBC. The Contract entered into between the IPBC and the HCA provides for an arrangement under which if the RM does not remain a Member of the IPBC, termination run-off payments will be made during a fixed run-off period of one year.

There may be other provisions within existing Contract or Contracts between the IPBC and the HCA which may also relate to the run-off or termination. These shall bind the RM. Since the RM as a MEMBER or an entity as a MEMBER of a Sub-Pool has authorized by its vote for the execution of the Agreement on its behalf with the HCA, under the Contract and By-Laws of the IPBC it is responsible after termination for any of the obligations or payments under the health plan to be administered which are part of those Contracts. If the initial estimated payment of run-off claims is not sufficient to pay claims during the one year run-off period, RM shall pay additional required amounts each time sought within five business days after written notice of the additional amount required. If adequate funds are not received by the IPBC, which will make payments to the HCA, the payment of run-off claims may, at the complete discretion of the IPBC, stop.

In addition to the initial claim payments or deposits and additional amounts in excess of those amounts, the RM shall be required to pay all administrative fees provided for within the Contract between the HCA and the IPBC or the RM along with separate fees to the IPBC at the rate of \$2.10 per employee per month for three months after termination but paid as a single up front payment. The RM shall also pay Gallagher fees for any services requested in addition to those agreed to by Gallagher to be performed without a charge. Any failure to make any of the required payments, shall be dealt with in accordance with this Agreement and the Contract and By-Laws of the IPBC or any decision regarding such issues reached by the Executive Board or the Board of Directors of the IPBC under its contract with the HCA and in accordance with the responsibilities of the RM with regard to the IPBC. The IPBC or the RM may have entered into contracts which require payments for reporting or services after the date of termination which are not specifically referenced in this Agreement. The responsibility for the payment of any additional reporting or services which are required or requested by the IPBC or a Member from

any entity providing services to the IPBC or the Member after termination shall be the financial responsibility of the Member payable in the manner provided for other payments herein.

5. End of Excess Payments: The IPBC excess insurance policies cover payments in excess of certain amounts during the fiscal year of July 1, 2017 – June 30, 2018. Any claim, which would have qualified for payment from the prior in force excess insurance after the RM termination date of June 30, regardless of date incurred, are not covered under these excess insurance policies. The RM shall have full responsibility for funding all claims previously paid by excess insurance prior to RM termination even when incurred prior to the termination date but not paid prior to the termination date in accordance with the reasonable practices of an excess insurance company.

6. Hold Harmless and Indemnify Obligations of RM: As a result of the IPBC's entrance into this Agreement to provide certain run-off coverages, the RM agrees that it will hold the IPBC, its officers, Members, directors, auditors, attorneys, staff and/or consultants ("Covered Entities") entirely harmless and will make no claim against the IPBC and indemnify and pay the defense of the IPBC in the event that any party other than the RM, including but not limited to covered benefit recipients associated with the RM, makes a claim against the IPBC for funds allegedly due from the IPBC or which, by Contract would have been the responsibility of a Payor, HCA or an excess insurance carrier. If a dispute should arise regarding any such payments it shall be the full and complete responsibility of the RM, if it believes that it is entitled to any funds, to bring its own claim or action against that the Payor, HCA or Excess Carrier or others and to hold the IPBC and the Covered Entities entirely harmless and not responsible for such claim. The RM may request an assignment of rights which the IPBC may have for a claim against that party but the IPBC shall only make the assignment if the IPBC is adequately protected from any claims or costs arising out of that assignment and litigation. If a RM is

required by a Payor or HCA at the conclusion of the run-off period to sign a hold harmless agreement, it shall do so or shall assume full responsibility for any claim, demand or suit from a Payor or HCA arising out of such refusal.

7. Termination of Sub-Pool Members and Listed Entities: Article III of the Contract and By-Laws document of the IPBC contains the following language. “The MEMBER which lists entities shall, however, be the sole MEMBER of the COOPERATIVE and shall be responsible for all costs and duties of Membership provided herein. The MEMBER may make such arrangement as is desired with Members of a Sub-Pool or the listed entities regarding the manner of payment, sharing of risks and duration of such arrangement. Such arrangement is not a part of this Contract and By-Laws.” In accordance with such agreed-upon contractual language, it shall be the responsibility of the RM to convey such information as it desires to a listed entity and to arrange such duties and responsibilities of the listed entity to the RM on termination as has been or shall be agreed upon. With regards to any listed entity or entities, in accordance with the Contract and By-Laws, the IPBC shall treat those entities on termination as if they were a part of the Member.

The same responsibilities shall be that of a Sub-Pool regarding any entity which is a member of a Sub-Pool and chooses to withdraw from the Sub-Pool. A Sub-Pool member, which executes this Agreement, shall have its sole right to enforce this Agreement through the actions, if chosen to be enforced, by the Sub-Pool which is the only proper Member of the IPBC.

8. Continuing Status of Audit Process for Termination Year: The parties recognize that IPBC’s Contract and By-Laws in Article XVII provides for annual audits of IPBC as of the close of IPBC’s fiscal year, in this case June 30, 2018. Such audits which historically take many months to have prepared and approved by the IPBC, may conclude that funds are owed by the RM to IPBC or by IPBC to RM. The audits shall be conducted on the basis of generally

accepted accounting principles. The parties shall make any payments due as a result of the audit as provided in the Contract and By-Laws, and subject to the interest obligations provided for in Article XI of the IPBC Contract and By-Laws. The RM shall be provided with a copy of the audit. The IPBC Board of Directors or Executive Board, if so authorized, may provide interim payments to those RM whose pre-audit financial data may indicate, at the IPBC's discretion, the ability to allow preliminary surplus fund repayments to the RM.

9. Agreement Resolving All Termination Issues: This Agreement shall resolve all disputes of the IPBC, its Members, officers and consultants and RM, and its officers regarding RM's manner of withdrawal and the parties have resolved all disputes or claims regarding that withdrawal herein, other than any disputes which may arise regarding payments made or due during the run-off period, which may arise regarding the implementation and interpretation of this Agreement and any disputes that may arise as a result of the final audit for the fiscal year ending June 30, 2018. In the event that the RM should, in spite of the provisions of this Agreement seek to sue or file an administrative action against the IPBC, its Members, and/or Covered Entities in relationship to disputes regarding its Membership in the IPBC or the terms and conditions of this Agreement, and the court or agency should determine that the parties complained against by the RM or its officers, employees, dependants or retirees are not at fault, the party or parties bringing the suit or action shall reimburse the Covered Entities herein granted protection, their full reasonable attorney's fees and costs. This Agreement is not, however, intended to establish any rights in third parties not signators to this Agreement.

10. Optional Transfer of Data to RM: At the end of the one year period, during which run-off claims will be paid by vendors, under this Agreement, a RM may request vendors to turn over to it records and data which will assist the RM in determining whether there are any other valid run-off claims which it wishes to pay. In some cases, the amount of the run-off claims,

which may be paid, may best be determined with data regarding coverages and previous payments made by a HCA or Payor. It shall be the responsibility of the RM, if it wishes to receive such data from an HCA or Payor, to contract with the HCA or Payor and negotiate for the payment due to an HCA or Payor for the data which the RM seeks. The IPBC agrees to assist the RM if it wishes to engage in that process, but such a contract or agreement for the turnover of such data shall be entirely between the RM and the HCA or Payor.

11. Mediation: In the event that there should be any dispute or disagreement about the terms or implementation of this Agreement, the IPBC and the Member shall choose a mediator to attempt to resolve the issue. If they cannot agree on a mediator, one shall be selected from a list of five persons submitted by the American Arbitration Association. Each party may strike the names of two persons. The parties shall split the cost of the mediation process which must be completed within 60 days unless extended by agreement. If mediation does not produce an agreed result, and the cause of action is not barred to the RM by hold harmless provisions of this Agreement, either party may sue and the exclusive venue shall be the Circuit Court of Cook County.

IN WITNESS WHEREOF, this Agreement is executed this Letter of Agreement this _____ day of _____, 20 ____ . The effective date of the Agreement shall be the date of the approval by the last party to approve.

INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE

RESIGNING MEMBER,
OR RESIGNING CONTRACTUAL MEMBER
OF A SUB-POOL MEMBER

4820-8779-5815, v. 1-6682-0198, v. 1-2044-3747, v. 1

Appendix A - Village of Lemont

Description	Admin Fund	Benefit Fund	HMO Fund	Terminal Reserve Fund	Total **
Account Balance as of July 1, 2017	\$286	\$611,072	\$0	\$94,706	\$706,064
IBNR as of July 1, 2017	\$0	\$53,358	\$11,365	\$0	\$64,723
Total Available as of July 1, 2017	\$286	\$664,430	\$11,365	\$94,706	\$770,787
Balances Used in FY 2017-18	\$0	(\$72,000)	\$0	\$0	(\$72,000)
Estimated Medical/RX Gain/Loss as of 3-31-18	\$0	\$89,308	\$16,840	\$0	\$106,148
Estimated Medical/RX Gain/Loss - April-June, 2018	\$0	\$22,327	\$4,210	\$0	\$26,537
Estimated Dental Gain/Loss as of 3-31-18	\$0	\$9,922	\$0	\$0	\$9,922
Estimated Dental Gain/Loss - April-June, 2018	\$0	\$2,481	\$0	\$0	\$2,481
Estimated Funds Available as of June 30, 2018	\$286	\$716,468	\$32,415	\$94,706	\$843,875
Estimated Medical Run-out Costs *	\$0	\$100,203	\$9,264	\$0	\$109,467
Estimated Dental Run-out Costs *	\$0	\$3,492	\$0	\$0	\$3,492
IPBC Admin Fee	\$391	\$0	\$0	\$0	\$391
Other Costs	\$0	\$0	\$0	\$0	\$0
Estimated Total Run-out Costs	\$391	\$103,695	\$9,264	\$0	\$113,350
Reserve Amount Under/Over Funded	(\$105)	\$612,773	\$23,151	\$94,706	\$730,524

The amount of \$113,350 is the estimated run-off and administrative costs to be placed into a one-year run-off account. The Village of Lemont has estimated reserve funds of \$843,875 as shown above. That amount shall be in total transferred into a fund to pay such estimated run-out costs. The Agreement provides for requirements for additional payments if the estimate is not sufficient along with the ability of the IPBC to make partial refunds based upon estimated continuing surplus amounts likely to be in excess of the run-off claims.

* Calculated using 150% of IPBC IBNR factors from prior Audit x the average policy YTD claim activity

** Illustrative and subject to change given actual April-June 2018, Subpool reallocation and fund balance activity



TO: Mayor and Village Board
FROM: George J. Schafer, Village Administrator

SUBJECT: Resolution approving Extension Aggregation IGA
DATE: July 19, 2018

SUMMARY/BACKGROUND

Following a successful referendum, the Village Board approved an ordinance on May 14, 2012 authorizing aggregation of the electric load for the Village. In accordance with the law, the ordinance gave the Village authority to aggregate residential and small commercial retail electric loads located within the corporate limits of the Village and to solicit bids and enter into service agreements to facilitate the purchase of electricity for these accounts. The program was designed to be an “opt-out program”, hence residences would be automatically enrolled into the program unless they effectively opted out of the program. The Village had the option at the time to solicit bids for all Village accounts or join a larger group to realize greater competitive pricing. The Village Board authorized participation in the Will County Electric Aggregation Group which aggregated the Village’s accounts along with 23 other Will County municipalities. The existing contract with the group’s supplier expires this year and a new contract is required. For further continuation in the program, the Village Board must authorize an extension of its existing agreement. The last extension was for a one-year period due to volatility in the market at the time, this extension would be for a 3-year period. If the Village continues participation, it is bounded by the results of the bid. However, residents always can revert to ComEd if the group’s bid is not favorable.

The program has been successful in reducing electric costs for Village residents throughout most of the 6 years with the program. Attached is the resolution and intergovernmental agreement required to continue with the program. Also below is the tentative calendar for the continued program.

July 2018 – Communities approve IGAs
Late July 2018 – Group goes to bid for the project
Late July/Early August 2018 – Contract is signed
September 2018 – New Contract begins

RECOMMENDATION

Staff recommends entering into an extension of the Intergovernmental Agreement

ATTACHMENTS

- Resolution and Intergovernmental Agreement

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Resolution



Resolution No. _____

A Resolution Approving an Extension of the Intergovernmental Agreement between the Will County Electric Aggregation Group

WHEREAS, the Village of Lemont, as a member of the Will County Electric Aggregation Group, previously entered into an intergovernmental agreement in order to obtain competitive pricing and enter into a contract with an alternate retail electric supplier; and

WHEREAS, the Will County Electric Aggregation Group wishes to again solicit bids or requests for proposals for electric aggregation for the group as a whole; and

WHEREAS, it is necessary to extend the term of the intergovernmental agreement to allow the Will County Electric Aggregation Group to proceed with its efforts to secure an additional contract; and

WHEREAS, the President and Board of Trustees desire to enter into an Extension of Intergovernmental Agreement (“Agreement”) with the other members of the Will County Electric Aggregation Group, a copy of which is attached hereto as Exhibit A and incorporated herein in its entirety;

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

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

Section Two: The Mayor and/or Village Administrator are 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, and to take any other steps necessary to carry out this resolution.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE,
ILLINOIS on this 23rd day of July, 2018.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

EXTENSION OF INTERGOVERNMENTAL AGREEMENT

EXTENSION OF INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Will County Electric Aggregation Group entered into a certain Intergovernmental Agreement on or about the ____ day of _____, 2018 (the “Intergovernmental Agreement”); and

WHEREAS, each of the current members of the Will County Electric Aggregation Group have passed the Referendum and otherwise complied with the pre and post Referendum requirements as set forth in the Intergovernmental Agreement; and

WHEREAS, the members of the Will County Aggregation Group wish to again solicit bids, or requests for proposals, for electric aggregation for the group as a whole;

WHEREAS, the Will County Electric Aggregation Group wishes to extend the Intergovernmental Agreement for the term of a second contract with an Alternate Retail Electric Supplier and to otherwise have the Intergovernmental Agreement remain in full force and effect.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto BE IT AGREED as follows:

Section 1. The term of the Intergovernmental Agreement as set forth in Section 10 thereof is extended for the term of the next contract agreed to with an Alternate Retail Electric Supplier which shall be for a term period of not to exceed three (3) years.

Section 2. Except as herein modified, the Intergovernmental Agreement shall remain in full force and effect.

WILL COUNTY GOVERNMENTAL LEAGUE

By: _____

Attest: _____

Date: _____

Village/City of _____

By: _____
Its Mayor or President

Attest:

By: _____
Its Clerk

TO: Mayor and Village Board

FROM: Mark Herman, Community Development Manager

THROUGH: Jason Berry, AICP, Community Development Director

SUBJECT: Krystyna Crossing Subdivision

DATE: July 18, 2018

SUMMARY/BACKGROUND

John McDonnel, of Castletown Homes, Inc., has the release of their Letter of Credit for the Krystyna Crossing subdivision deposited with the Village on April 26, 2011.

On May 9, 2016 the Village accepted the public improvements for the Ashbury Woods III subdivision pursuant to R-22-16. The two-year subdivision maintenance period mandated by the UDO has expire with no further action being required.

CONCLUSIONS & RECOMMENDATIONS

Staff recommends approval of a resolution with the release of the letter of credit.

ATTACHMENTS

1. A Resolution Authorizing the Release of the Letter of Credit for Krystyna Crossing Subdivision.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to approve the Resolution Authorizing the Release of the Letter of Credit for Krystyna Crossing Subdivision.

VILLAGE OF LEMONT
RESOLUTION No. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF THE LETTER OF CREDIT FOR
KRYSTYNA CROSSING SUBDIVISION**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD DAY OF JULY, 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 23RD DAY OF
JULY, 2018**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF THE LETTER OF CREDIT FOR
KRYSTYNA CROSSING SUBDIVISION**

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

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

WHEREAS, in the matter of the Krystyna Crossing subdivision, owned and developed by Castletown Homes, Inc., located generally at Krystyna Place and 127th Street in the Village of Lemont, an Irrevocable Letter of Credit No. 2011-651 was issued by State Bank of Countryside in the amount of amount of \$469,819.00 to guarantee completion of public improvements in said subdivision; and

WHEREAS, John McDonnell, representing Castletown Homes, Inc., requested acceptance of public improvements in the Krystyna Crossing subdivision and provided a Bill of Sale in connection with same, and said public improvements were accepted by the Village pursuant to Resolution No. R-22-16, adopted May 9, 2016; and

WHEREAS, the two-year subdivision maintenance period mandated by the Lemont Unified Development Ordinance has expired with no further action being required, thereby warranting a full reduction and release of the aforementioned letter of credit.

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

Section 1. The foregoing recitals are hereby adopted and incorporated into and made a part of this Resolution as if fully set forth herein.

Section 2. That the State Bank of Countryside Letter of Credit No. 2011-651, in the current amount of \$126,280.85, shall be reduced to the amount of \$0.00 (Zero) and released.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 23rd day of July, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____

Ryan Kwasneski
Dave Maher
Ken McClafferty
Rick Sniegowski
Ron Stapleton

Approved by me this 23rd day of July, 2018

John Egofske, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A
Plat of Subdivision

TO: Mayor and Village Board

FROM: Mark Herman, Community Development Manager

THROUGH: Jason Berry, AICP, Community Development Director

SUBJECT: Ashbury Woods III Subdivision

DATE: July 18, 2018

SUMMARY/BACKGROUND

Don Stevens, of Ashbury Woods Development, LLC, has the release of their Letter of Credit for the Ashbury Woods III subdivision deposited with the Village on September 3, 2015.

On May 9, 2016 the Village accepted the public improvements for the Ashbury Woods III subdivision pursuant to R-23-16. The two-year subdivision maintenance period mandated by the UDO has expire with no further action being required.

CONCLUSIONS & RECOMMENDATIONS

Staff recommends approval of a resolution with the release of the letter of credit.

ATTACHMENTS

1. A Resolution Authorizing the Release of the Letter of Credit for the Ashbury Woods III Subdivision.

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to approve the Resolution Authorizing the Release of the Letter of Credit for the Ashbury Woods III Subdivision

VILLAGE OF LEMONT
RESOLUTION No. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF THE LETTER OF CREDIT FOR
ASHBURY WOODS III SUBDIVISION**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD DAY OF JULY, 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 23RD DAY OF
JULY, 2018**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE RELEASE OF THE LETTER OF CREDIT FOR
KRYSTYNA CROSSING SUBDIVISION**

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

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

WHEREAS, in the matter of Ashbury Woods III, owned and developed by Ashbury Woods Development, LLC, located generally south of 127th Street in the Village of Lemont, a Standby Letter of Credit No. 181 from Burr Ridge Bank in the amount of \$200,000 was deposited with the Village of Lemont on September 3, 2015 to guarantee completion of public improvements in said subdivision; and

WHEREAS, Don Stevens, representing Ashbury Woods Development, LLC, requested acceptance of public improvements in the Ashbury Woods III subdivision and provided a Bill of Sale in connection with same, and said public improvements were accepted by the Village pursuant to Resolution No. R-23-16, adopted May 9, 2016; and

WHEREAS, the two-year subdivision maintenance period mandated by the Lemont Unified Development Ordinance has expired with no further action being required, thereby warranting a full reduction and release of the aforementioned letter of credit.

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

Section 1. The foregoing recitals are hereby adopted and incorporated into and made a part of this Resolution as if fully set forth herein.

Section 2. That the Burr Ridge Bank Letter of Credit No. 181, in the current amount of \$84,891.62, shall be reduced to the amount of \$0.00 (Zero) and released.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 23rd day of July, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____

Ryan Kwasneski
Dave Maher
Ken McClafferty
Rick Sniegowski
Ron Stapleton

Approved by me this 23rd day of July, 2018

John Egofske, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A
Plat of Subdivision

TO: Mayor and Village Board

FROM: Mark Herman, Community Development Manager

THROUGH: Jason Berry, AICP, Community Development Director

SUBJECT: Estates of Montefiori Subdivision

DATE: July 18, 2018

SUMMARY/BACKGROUND

Rob Eshoo, on behalf of RREF II-AREG Montefiori JV, LLC, developer of Estates of Montefiori subdivision has transferred ownership of the townhome portion of the development and requests a reduced letter of credit to reflect their share of the development. An additional letter of credit is being deposited with the Village by the new owner of the townhome portion of the development, Lakeview Homes, LLC.

The Village engineer has reviewed the revised estimate of cost provided by the developer, and is satisfied with the proposed reduction in the LOC.

CONCLUSIONS & RECOMMENDATIONS

Staff recommends approval of a resolution with the acceptance of improvements, waiving the maintenance period and releasing the Letter of Credit.

ATTACHMENTS

1. A Resolution Authorizing a Reduction in the Letter of Credit for the Estates of Montefiori Subdivision

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to approve the Resolution Authorizing a Reduction in the Letter of Credit for the Estates of Montefiori Subdivision

VILLAGE OF LEMONT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A REDUCTION OF THE LETTER OF CREDIT
FOR ESTATES OF MONTEFIORI SUBDIVISION**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF JULY, 2018**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Lemont, Cook, Will and DuPage Counties,
Illinois on this 23rd day of July, 2018**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A REDUCTION OF THE LETTER OF CREDIT FOR ESTATES OF MONTEFIORI SUBDIVISION

WHEREAS, pursuant to the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance, an owner or developer of a subdivision is required to deposit certain security or evidence thereof with the Village of Lemont to guarantee the installation of subdivision improvements; and

WHEREAS, in the matter of the Estates of Montefiori subdivision located at and around 11250 Archer Avenue and 12900 Main Street in Lemont, IL, First National Bank, IL issued the following letter(s) of credit and deposited same with the Village of Lemont to guarantee completion of the subdivision improvements:

1. Irrevocable Letter of Credit No. SBY-16-30740 in the amount of \$3,064,912.00; and

WHEREAS, in consideration of the completion of certain improvements within the Estates of Montefiori subdivision, the Lemont Village Board of Trustees approved Resolution R-71-16-15 granting the reduction of Letter of Credit SBY-16-30740 to a balance of \$604,908.96.; and

WHEREAS, Rob Eshoo, on behalf of RREF II-AREG Montefiori JV, LLC, developer of Estates of Montefiori subdivision, has transferred ownership of a portion of the development and requests a reduced letter of credit to reflect their share of the development; and

WHEREAS, the Village Engineer of the Village of Lemont has reviewed a revised estimate of cost and found it to be satisfactory.

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that:

1. Irrevocable Letter of Credit No. SBY-16-30740 is hereby reduced to a balance of \$87,201.71

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, ON THIS 23RD DAY OF JULY, 2018.

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Ryan Kwasneski

Dave Maher

Ken McClafferty

Rick Sniegowski

Ron Stapleton

APPROVED by me this 23rd day of July, 2018

JOHN EGOFSKE, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

TO: Mayor and Village Board
FROM: George J. Schafer, Village Administrator

SUBJECT: Ordinance Small Cell Regulations
DATE: July 19, 2018

SUMMARY/BACKGROUND

The State legislature approved, and the Governor recently signed Public Act 100-0585, also known as the Small Wireless Facilities Deployment Act. The Public Act, which has gone into effect June 1st, imposes several restrictions upon the regulation of small wireless facilities. The Village will be mandated by this act but will have the ability to raise revenue subject to the terms and conditions of the act and subject to approval of our own local ordinance. The item was discussed at the July Committee of the Whole Meeting and the Board directed staff to prepare a formal ordinance to implement the new regulations. Attached to this memo is information regarding the small cell regulations and the ordinance that will be codified into the Village's municipal code upon passage.

ATTACHMENTS

1. Small Cell Information
2. Ordinance

SPECIFIC VILLAGE BOARD ACTION REQUIRED

Motion to Approve Ordinance





Governor Rauner Signs Small Wireless Facilities Deployment Act

By Kevin Kearney
April 23, 2018



On April 12, 2018, Governor Rauner signed Public Act 100-0585, also known as the Small Wireless Facilities Deployment Act, into law. The Act, which becomes effective June 1, 2018, has been the subject of heated opposition from a wide range of municipalities and other organizations, significantly restricts the ability of all local governments (except Chicago) to regulate small wireless facilities. These facilities are defined by the Act as wireless facilities that (a) have antennas located in an enclosure no larger than 6 cubic feet in volume, and (b) all other equipment attached to the utility pole associated with the facility is no larger than 25 cubic feet in volume. These calculations do not include a variety of ancillary equipment, such as electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, etc.

The Act imposes a number of significant restrictions upon the regulation of small wireless facilities, including but not limited to the following:

- Limiting the rent or license fees which a municipality can collect for providing space on its own utility poles to \$200 per year;
- Mandating the required decision-making process, including setting the timeframe in which municipalities must review and render decisions on completed applications to collocate small wireless facilities to 30 days;
- Mandating that applications are deemed approved if not acted upon within 30 days;
- Setting forth the minimum duration of permits to a period of not less than 5 years;
- Capping application fees to \$650 for the first co-located facility, and \$350 for each additional co-located facility. For small wireless facilities that include the installation of a new utility, the fee may be \$1,000;
- Limiting municipalities' ability to require the placement of facilities on specific poles, or impose minimum horizontal separation distances unless the facility will interfere with public safety communications; and
- Restricting municipalities' ability to restrict place of the small wireless facilities.

Similar bills were passed in California (which was vetoed) and Ohio, which was deemed an unconstitutional violation of home rule powers. The incentive to challenge the Act in Illinois is likely very high, particularly with the high demand for small cell facilities certain to accompany the implementation of 5G wireless networks. Should you have any questions regarding the Act, please contact your Tressler attorney.



Public Act 100-0585, the Small Wireless Facilities Deployment Act (the Act), previously known as Senate Bill 1451, specifies how local authorities may regulate the attachment of small wireless facilities. Following is a compilation of frequently asked questions that the Illinois Municipal League (IML) anticipates regarding this Act.

What is a small wireless facility?

A small wireless facility, commonly known as a “small cell,” enables the transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act states that these small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools in Illinois.

What does the Act do?

The Act provides the regulations and process for permitting and deploying small wireless facilities throughout Illinois. It specifies how local authorities may regulate the attachment of small wireless facilities on municipal utility poles or other structures.

What happens if our municipality does not adopt an ordinance or schedule of fees prior to two months after the effective date of the Act?

In the absence of an ordinance or agreement that makes available to wireless providers the rates, fees and terms for the attachment of small wireless facilities on municipal utility poles, wireless providers may attach small wireless facilities and install utility poles on their own accord, provided they comply with the requirements of the Act.

What do we do if we begin to receive applications to attach small wireless facilities on our municipal poles before we have adopted an ordinance or a fee schedule, pursuant to the Act?

Section 15(i)(4) of the Act provides that municipalities have two months following the effective date of the Act to adopt ordinances or provide agreements consistent with the terms of the Act, and thereafter, the terms of the Act will control in the absence of an ordinance or agreement. Permit applications received prior to August 1, 2018, would be acknowledged as received on the earlier of the effective date of the ordinance adopted by the municipality or August 1, 2018.

Our municipality has already adopted the IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance and/or an ordinance establishing standards for the construction of facilities on rights-of-way. What do we do about those ordinances?

The municipality should consider leaving the prior IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance in effect to support any existing installations, and adopting the new Model Small Wireless Facilities Deployment Ordinance for permit applications received after adoption of the new Model Small Wireless Facilities Deployment Ordinance. As to the ordinance establishing standards for the construction of facilities on rights-of-way, municipal officials should thoroughly review the ordinance with retained legal counsel or other qualified attorney and amend as necessary to ensure compliance with the Act.



Does the Act apply to requests for permits to locate on municipal property outside of the right-of-way?

The Act only requires that requests to locate on municipal property outside of the right-of-way be granted in a competitively neutral and non-discriminatory manner. If your municipality does not presently allow telecommunications carriers access to municipal property outside of the right-of-way, it need not do so.

If the community requires other right-of-way users to obtain separate permits for electric and cabling requirements for their use, are wireless providers subject to those separate permitting requirements?

Yes.

Where are the small wireless facilities permitted uses, pursuant to Section 15(c) of the Act?

Small wireless facilities are permitted uses in the right-of-way, and on property zoned exclusively for commercial or industrial use. On other property, zoning provisions apply, as do the Federal Communications Commission shot clock timelines for permitting of telecommunications facilities.

If another authority is running through the municipality, such as a county or state road/street, who has the jurisdiction to control or regulate the small wireless facilities in the right-of-way?

The unit of government that controls the right-of-way has the jurisdiction to regulate the small wireless facilities in that right-of-way.

What rights-of-way construction and public safety requirements apply under the Act?

A wireless provider must comply with generally applicable standards that are consistent with the Act and adopted by a municipality for construction and public safety in the rights-of-way. These include, but are not limited to, reasonable and nondiscriminatory wiring and cabling requirements, grounding requirements, utility pole extension requirements and signage limitations.

A wireless provider must also comply with reasonable and nondiscriminatory requirements that are consistent with the Act and adopted by a municipality regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.

What design and concealment measures in a historic district or historic landmark can be required under the Act?

A municipality may require reasonable, technically feasible and non-discriminatory design or concealment measures in a historic district or historic landmark, subject to Section 15(c) of the Act, and except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4).



Small Wireless Facilities Frequently Asked Questions (FAQs)

June 29, 2018

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any provider's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of size restrictions of a small wireless facility. This may not be construed to limit a municipality's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 30010, *et seq.*, and the regulations adopted to implement those laws.

Where can I find some examples of design standards?

A City of Winter Garden, Florida, Ordinance, Section 70-236, provides for objective design standards. The Ordinance is available [via this link](#).

Another website depicting stealth/design poles is Nepsa Solutions, available [via this link](#).

What are the horizontal separation requirements and limitations under the Act?

Subject to Section 15(d)(6), a municipality may not limit the placement of small wireless facilities mounted on a utility pole or a wireless support structure by minimum horizontal separation distances.

Is the use of the electricity to power the small wireless facilities separately metered?

The wireless providers will have their own meters and pay their own electrical costs to power the small wireless facilities.

Are any ground components required for the small wireless facilities sites?

Wireless providers are entitled to place ground components at the sites, but they are still subject to the standards for construction in the rights-of-way. Section 15(d)(ii)(6)(B).

Must wireless providers comply with design standards when collocating small wireless facilities outside of rights-of-way in property zoned exclusively for commercial or industrial use?

Yes, the regulation of small wireless facilities in Section 15 of the Act applies to activities of a wireless provider within or outside of rights-of-way.

If you have any further questions, please feel welcome to contact:

Amelia Finch | Assistant Counsel
Illinois Municipal League
217.525.1220 phone | 217.525.7438
fax afinch@iml.org

MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION
FOR SMALL WIRELESS FACILITIES**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF JULY, 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 23rd day of July, 2018.**

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES

WHEREAS, the Village of Lemont (“Village”) is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the public rights-of-way within Village limits are used to provide essential public services to Village residents and businesses, and the public rights-of-way within the Village are a limited public resource held by the Village for the benefit of its citizens and the Village has a duty to ensure that the public rights-of-way are used, repaired, and maintained in a manner that best serves the public interest; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell antenna facilities, distributed antenna systems, and other small wireless telecommunications facilities on utility and street light poles and other structures both within the public rights-of-way and in other locations; and

WHEREAS, the Village is authorized to adopt the amendments contained herein pursuant to its authority to regulate the public right-of-way under 65 ILCS 5/11-80-1, *et seq.*, and

WHEREAS, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small cell antenna facilities, distributed antenna systems, and other small personal wireless telecommunication facility installations both within the public rights-of-way and in other locations with the jurisdiction of the Village, provided said regulations and restrictions do not conflict with State and federal law; and

WHEREAS, Public Act 100-585, known as the Small Wireless Facilities Deployment Act, approved by the Governor on April 12, 2018, with an effective date of June 1, 2018 (the “Act”), acts to impose certain additional requirements on municipalities, including the Village, regarding the permitting, construction, deployment, regulation, operation, maintenance, repair, and removal of certain defined small wireless facilities both within public rights-of-way and in other locations within the jurisdiction of the Village; and

WHEREAS, in conformance with the requirements of the Act, and in anticipation of a continued increased demand for the placement of small wireless facilities of the type regulated by the Act, the Village President and Board of Trustees hereby finds that it is in the best interest of the public health, safety, and general welfare of the Village to adopt the code amendments below in order to establish generally applicable standards consistent with the Act.

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

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

SECTION 2: The Village of Lemont Municipal Code, as amended, is hereby further amended by adding thereto Chapter 12.40, “Regulation of and Application for Small Wireless Facilities” in the manner and form shown below so that said Chapter 12.40 shall hereafter read as follows:

Chapter 12.40

REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES

Sections:

- 12.40.010 Purpose and Scope**
- 12.40.020 Definitions**
- 12.40.030 Small Wireless Facilities**
- 12.40.040 Dispute Resolution**
- 12.40.050 Indemnification**
- 12.40.060 Insurance**
- 12.40.070 Severability**

12.40.010 PURPOSE AND SCOPE.

(a) Purpose. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village’s jurisdiction, in a manner that is consistent the Act.

(b) Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(c) Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

12.40.020 DEFINITIONS.

(a) For purposes of this Ordinance, the following terms shall have the following meanings:

1. Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

2. Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.
3. Applicant – any person who submits an application and is a wireless provider.
4. Application – a request submitted by an applicant to an authority for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.
5. Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.
6. Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.
7. Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.
8. FCC – the Federal Communications Commission of the United States.
9. Fee – a one-time charge.
10. Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.
11. Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

12. Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.
13. Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.
14. Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.
15. Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.
16. Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.
17. Rate – a recurring charge.
18. Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.
19. Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.
20. Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.
21. Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on,

under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

22. Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

23. Wireless provider – a wireless infrastructure provider or a wireless services provider.

24. Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

25. Wireless services provider – a person who provides wireless services.

26. Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

12.40.030 SMALL WIRELESS FACILITIES.

A. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

B. Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:

- (1) Application Requirements. A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

- a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
- b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
- c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
- d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
- f. Emergency contact information of the application and installation contractor which shall include at a minimum a cellular phone number, email address and mailing address.
- g. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

(2) Application Process. The Village shall process applications as follows:

- a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

- d. The Village shall deny an application that does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter in a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the applicant. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter in a License Supplement of the Master Pole Attachment Agreement. The Village Administrator, or his designee, is hereby authorized to enter into such an Agreement and License on behalf of the Village.
- (3) Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the application provided the missing information.

- (4) Tolling. The time period for applications may be further tolled by:
- a. An express written agreement by both the applicant and the Village; or
 - b. A local, State or federal disaster declaration or similar emergency that causes the delay.
- (5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.

- (6) Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

- (7) Means of Submitting Applications. Applicants shall submit applications, supporting information, and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by another other commonly used means, including electronic mail or by another method as otherwise required by the Village.

C. Collocation Requirements and Conditions.

- (1) Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
- (2) Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in a safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contracts that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
- (3) No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- (4) The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- (5) The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
- (6) The wireless provider shall comply with written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment and aesthetic requirements that are set forth in the Village's Comprehensive Plan and the Village Center Master Plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

- (7) Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- (8) Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- b. 45 feet above ground level.

- (9) Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a Variation in conformance with procedures, terms and conditions set forth in Village's Zoning Ordinance.

- (10) Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

- (11) Ground-mounted Equipment Spacing. The wireless provider shall comply with applicable spacing requirements in applicable codes and ordinances concerning the location of ground-mounted equipment located in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.
- (12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.
- (13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

D. Application Fees. Application fees are imposed as follows:

- (1) The applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
- (2) The applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- (3) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- (4) The Village shall not require an application, approval, or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

- a. routine maintenance;
- b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection 16-17.3(b)(1)(d); or
- c. the installation, placement, maintenance, operation, or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

(5) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

E. Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation, or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- (3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed, and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

- F. Pre-Existing Agreements. Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on authority utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination provisions contained therein. Agreement entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

- G. Annual Recurring Rate. A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct, and reasonable costs related to the wireless provider's use of space on the Village utility pole.

If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

- H. Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

12.40.040 DISPUTE RESOLUTION.

The Circuit Court of Cook County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

12.40.050 INDEMNIFICATION.

A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

12.40.060 INSURANCE.

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of authority improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

12.40.070 SEVERABILITY.

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

SECTION 3: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE, ILLINOIS, on this 23rd day of July, 2018.

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

JOHN EGOSKE, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

TO: Village Board
FROM: Chief Marc R. Maton
THROUGH: Village Administrator George Schafer
SUBJECT: Ordinance Allowing Prosecution for Driving While License Suspended
DATE: July 23, 2018

SUMMARY/BACKGROUND

In August 2017, the Cook County State's Attorney advised that, due to budget constraints, they would no longer be prosecuting offenders charged with misdemeanor driving without a license and driving with a suspended/revoked license under 625 ILCS 5/6-101 and 625 ILCS 5/6-303. They have relinquished authority for such prosecutions and have recommended that Villages adopt the Illinois Vehicle Code by ordinance and prosecute the offenses during their existing traffic calls in Circuit Court.

The Village of Lemont has already adopted Chapter 5 of the Illinois Vehicle Code. To address the prosecution of suspended drivers, the Village would need to add a section authorizing the prosecution of misdemeanor offenses under the Illinois Vehicle Code.

ANALYSIS

Consistency with Village Policy

Lemont Police Department arrests are currently being dismissed in Cook County Circuit Court pursuant to the decision to withhold prosecution at the State's Attorney. Misdemeanor driving cases will be moved to the Village of Lemont traffic call at the Bridgeview Courthouse and be prosecuted by the Lemont Village Attorney.

5-Year Capital Improvement Plan (if applicable).

Not applicable

Other Subheadings, as applicable. Please specify.

- *Ordinance Section 10.08.010 would be amended with the following language:*



10.08.010. - Adopted by reference; citations.

~~In lieu of using any section, or in addition to any section of this chapter and chapter 10.24, the officer issuing a citation may issue it by using any of the sections of the Illinois Vehicle Code (625 ILCS 5/1-100 et seq.), except any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles other than for any reportable offense under section 6-204 of the Illinois Vehicle Code (625 ILCS 5/1-100 et seq.), which sections of the Illinois Vehicle Code, and all amendments made from time to time, are incorporated by reference as part of this title; and every numbered section, except traffic regulations governing the movement of vehicles other than for any reportable offense under section 6-204 of the Illinois Vehicle Code (625 ILCS 5/6-204) shall be referred to by the letter "O" prefixing such section number. All citations so issued shall be issued in the name of the village, and referred to as an "ordinance violation." The penalties for traffic violations in chapter 10.23 shall apply to such violations.~~

- (1) The Illinois Vehicle Code, 625 ILCS 5/1-100 et seq., is hereby adopted and made a part of this Chapter by reference and shall be applicable within the Village.
- (2) To the extent the Illinois Vehicle Code is contrary to any other provision within this Chapter, the provisions of this Chapter shall control.
- (3) The Village Prosecutor is hereby authorized to prosecute misdemeanor offenses under the Illinois Vehicle Code in Cook County Circuit Court as petty offenses, at its discretion.

SECTION THREE: That the Village Clerk of the Village of Lemont be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

STAFF RECOMMENDATION

Staff recommends creation of parking exemption permits.

BOARD ACTION REQUESTED



Authorization to create parking exemption permits and amend the parking ordinance and the fee ordinance.

ATTACHMENTS

None



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**An Ordinance Amending Title 10 of the Lemont, Illinois Municipal Code
(Chapter 10 – Illinois Vehicle Code)**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF JULY, 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 23rd day of July, 2018.**

ORDINANCE NO. _____

**An Ordinance Amending Title 10 of the Lemont, Illinois Municipal Code
(Chapter 10 – Illinois Vehicle Code)**

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

WHEREAS, the Cook County State's Attorney announced that beginning later in 2017, due to budget constraints, it would no longer prosecute offenders charged with misdemeanor driving without a license and certain driving with a suspended/revoked license under 625 ILCS 5/6-101 and 625 ILCS 5/6-303; and

WHEREAS, the Cook County State's Attorney's office has ceased prosecuting the aforementioned violations; and

WHEREAS, the Village Board desires that the attorneys representing the Village have the authority to prosecute Section 6-101 and 6-303 violations in the Circuit Court of Cook County; and

WHEREAS, the Village, pursuant to Section 20-204 of the Illinois Vehicle Code (625 ILCS 5/20-204), has partially adopted the Illinois Vehicle Code by reference; and

WHEREAS, the Village Board of Trustees desire to adopt the Illinois Vehicle Code to allow the above mentioned provisions, as well as any other non-felony provisions, to also be charged as a local “fine only” ordinance violation; and

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

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

SECTION ONE: Each of the foregoing recitals and findings are hereby made a part of this Ordinance and are incorporated by reference as if fully set forth herein.

SECTION TWO: Title 10, “Vehicles and Traffic”, Chapter 10.08, “Illinois Vehicle Code”, of the Lemont, Illinois Municipal Code is hereby amended with deletions in strikethrough and additions in bold, underline text so that the same shall be read as follows:

10.08.010. - Adopted by reference; citations.

~~In lieu of using any section, or in addition to any section of this chapter and chapter 10.24, the officer issuing a citation may issue it by using any of the sections of the Illinois Vehicle Code (625 ILCS 5/1-100 et seq.), except any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles other than for any~~

~~reportable offense under section 6-204 of the Illinois Vehicle Code (625 ILCS 5/1-100 et seq.); which sections of the Illinois Vehicle Code, and all amendments made from time to time, are incorporated by reference as part of this title; and every numbered section, except traffic regulations governing the movement of vehicles other than for any reportable offense under section 6-204 of the Illinois Vehicle Code (625 ILCS 5/6-204) shall be referred to by the letter "O" prefixing such section number. All citations so issued shall be issued in the name of the village, and referred to as an "ordinance violation." The penalties for traffic violations in chapter 10.23 shall apply to such violations.~~

- (1) **The Illinois Vehicle Code, 625 ILCS 5/1-100 et seq., is hereby adopted and made a part of this Chapter by reference and shall be applicable within the Village.**
- (2) **To the extent the Illinois Vehicle Code is contrary to any other provision within this Chapter, the provisions of this Chapter shall control.**
- (3) **The Village Prosecutor is hereby authorized to prosecute misdemeanor offenses under the Illinois Vehicle Code in Cook County Circuit Court as petty offenses, at its discretion.**

SECTION THREE: That the Village Clerk of the Village of Lemont be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner 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 23rd day of July, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSKE, President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

TO: Village Board

FROM: Chief Marc R. Maton

THROUGH: Village Administrator George Schafer

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

DATE: July 23, 2018

SUMMARY/BACKGROUND

In an attempt to clean up the Ordinance on weight restrictions on Village roads, the Traffic Safety Committee is recommending a revision of the entire ordinance to make the application and enforcement of weight restrictions uniform and consistent.

In 2006, the Illinois Department of Transportation designated all roadways unless otherwise posted as capable of carrying weights up to 80,000 pounds. A review of current Village owned roads has revealed that many different signs are posted outlining weight restrictions, some of which are not consistent with the ordinance sections.

A contributing cause for the frequent deterioration and need to rehabilitate roadways is frequent truck traffic. Oversize and overweight vehicles intensify this deterioration. For this reason, the State of Illinois currently charges fees to operators who are moving loads that exceed the permitted limits on roadways for weight, length or width. The fees help offset the costs incurred from the potential damage to the roadways. The benefits of a permitting process help identify a rational route for the load movement which minimizes the detrimental effects on the roadways.

Once an over-dimension permit is obtained from the State of Illinois, companies are then required to obtain a Municipal Permit. The Lemont Police Department issues the permit and occasionally is required to escort the movement of the load. Currently, the Department does not charge an administrative fee for the service. Companies obtaining a state permit are also required to get permitted at the municipal level. Many municipalities charge for permitting for potential damage to local roadways.

ANALYSIS

Consistency with Village Policy

One of the Strategic Priorities in Strategic Plan is Infrastructure Maintenance. One of the initiatives in that priority is to review the safety code and to update periodically. The Traffic Safety Committee has reviewed the code and is recommending standardization of the road weight limits.

Staff is recommending that all Village streets be designated as 10-ton limits except for roadways enumerated in the ordinance.

Currently, fourteen Village streets are designated as 4-ton weight limits (which is the weight of a large SUV). In practice, we routinely allow standard delivery and landscaping trucks to operate on the roads (a standard UPS truck is 14,000 pounds empty).

Seventeen roads are designated as 10-ton weight limits, although many of those roads are not posted properly (and some of the roads posted for 10-tons are not reflected in the ordinance). Additionally, many residential streets are not posted and, consequently, must accommodate 80,000-pound vehicles. A village-wide 10-ton restriction should accommodate allowed usage, while keeping prohibited vehicles off residential streets. Public Works would post signage at suitable locations designating weight limitations. The ordinance also exempts several classes of vehicles.

If a permit program is established, the Police Department would operate the program with the assistance of a permit collection agency that would be contracted subsequent to the permit process approval. The Village annually receives around 110 movements through the Village permitted at the state level. An average fee of \$125 per movement will generate approximately \$13,750 each year.

Other Subheadings, as applicable. Please specify.

Ordinance Section Title 10, Vehicle and Traffic, Chapter 10.11.011 – Streets with established weight limits through Chapter 10.11.012 – Posting of Signs, with deletions in strikethrough and additions in underlined text so that Section 10.11.011 through 10.11.018 shall be read as follows:

10.11.011 – Streets with established weight limits.

~~—No vehicle or combination of vehicles equipped with pneumatic tires shall be operated upon any street in violation of the following weight limitations:~~

(1)

~~**A 14 ton weight limit shall be established on the following streets:**~~

- ~~a. Stephen Street from main Street to Illinois Street.~~
- ~~b. Canal Street from Stephen Street to State Street.~~
- ~~c. Talcott from Stephen Street to Holmes Street.~~

(2)

~~**A ten ton weight limit shall be established on the following streets:**~~

- ~~a. Singer Avenue from Cass Avenue to Peiffer Avenue.~~

- ~~b. Peiffer Avenue from State Street to Timberline Drive.~~
- ~~c. Roberta Street from Timberline Drive to Warner Avenue.~~
- ~~d. Warner Avenue from Wend Street to Cass Avenue.~~
- ~~e. Keepataw Drive from State Street to Hillview Drive.~~
- ~~f. Hillview Drive from 127th Street to Schultz Street.~~
- ~~g. Freehauf Street from State Street to Schultz Street.~~
- ~~h. Julia Street from Illinois Street to McCarthy Road.~~
- ~~i. Logan Street from State Street to Peiffer Avenue.~~
- ~~j. McCarthy Street from Schultz to McCarthy Road.~~
- ~~k. Schultz Street from Hillview to First Street.~~
- ~~l. Wheeler Drive from Main to McCarthy Road.~~
- ~~m. Woodcrest Lane from McCarthy Road to Blacksmith Lane.~~
- ~~n. Woodcrest Lane from McCarthy Road to Janas Lane.~~
- ~~o. Janas Lane from Woodcrest to Country Lane.~~
- ~~p. Kromray Road from McCarthy Road to Country Lane.~~
- ~~q. Ledowchowski Street from McCarthy Road to Schultz Street.~~

(3)

~~A four ton weight limit shall be established on the following streets:~~

- ~~a. Lemont Street from Canal Street to Division Street.~~
- ~~b. Fremont Street from McCarthy Road to Main Street.~~
- ~~c. Holmes Street from Main Street to McCarthy Road.~~
- ~~d. Julia Street from Main Street to Illinois Street.~~
- ~~e. First Street from McCarthy Road to Southern limit.~~
- ~~f. Second Street from McCarthy Road to end.~~
- ~~g. Third Street from McCarthy Road to end.~~
- ~~h. Fourth Street from Northern limit to Country Lane.~~
- ~~i. Fifth Street from McCarthy Road to northern limits.~~
- ~~j. Sixth Street from McCarthy Road to end.~~
- ~~k. Lockport Street from new Avenue to Cass.~~
- ~~l. Czacki Street from McCarthy Road to end.~~
- ~~m. Houston Street from McCarthy Road to Schultz Street.~~
- ~~n. Stephen Street from River Street to Chicago Sanitary and Ship Canal.~~

(Code 1988, §10.11.012)

(1)

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

(2)

The maximum weight permitted of vehicles on all village street shall be ten (10) tons except for the following:

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

(3)

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

(4)

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

- a) Vehicles owned by a governmental agency and operated in the course of the performance of the duties and functions of the governmental agency;
- b) Vehicles engaged in the collection of garbage and other refuse;
- c) Vehicles owned and operated by private utilities;
- d) Buses;
- e) Snow removal vehicles performing snow removal functions on private property or under contract by the village;
- f) Emergency vehicles;
- g) Vehicles directed to use said street by emergency personnel; and
- h) Farm implements, machinery and related vehicles used for agricultural purposes, including landscaping vehicles.

(5)

Unless authorized in ordinance 10.11.011 paragraph (4), it shall be unlawful for any person to operate a vehicle or combination of vehicles with a gross weight in excess of the maximum weight limits listed above without first having obtained an overweight permit from the village or designee.

10.11.012. – Posting of signs

The director of public works or any other person designated by the village mayor and board of trustees shall post or cause to be posted suitable signs designating weight limitations established by this chapter.

(Code 1988, §10.11.012)

10.11.013. – Weight

It shall be unlawful to drive on any street any motor vehicle with a weight, including load, or size in excess of that permitted by the state traffic law for driving on improved highways, or with weight distributed in a manner not conforming to such law.

10.11.014. – Permits

A permit shall be required for the movement of any vehicle or combinations of vehicles, which is non-divisible or is carrying a load which is non-divisible, while operating on highways and bridges within the jurisdiction of the Village while exceeding the maximum size and weight limits described in 625 ILCS 5.0/154-102 (width), 15-103 (height), 15-107 (length) and 15-111 (weight) of the Illinois Vehicle Code.

Exempt from permits are the following:

- 1) Fire department vehicles;
 - 2) Those vehicles operating under an emergency declaration;
 - 3) Village owned vehicles engaged in emergency utility repair;
 - 4) Equipment used for snow and ice removal, owned or operated by any governmental body.
-
- (1) Permits shall be issued only in the name of a person, firm, business or corporation who owns and operates the transporting vehicle or operates the vehicle under a bona fide lease agreement.
 - (2) Permits for vehicles which are oversize are valid only a half hour before sunrise until a half hour after sunset, on any day which a permit issued by the Illinois Department of Transportation is valid.
 - (3) Permits are non-transferable and apply only to the permittee and vehicle to which it was issued.
 - (4) The permit, when issued, constitutes an agreement between the permittee and the Village that the move described in the application will take place only as described. The permittee has the responsibility to report to the Police Department any inaccuracies or errors on the part of either the Village or the permittee before starting any move. Undertaking the move is prima facie evidence of acceptance of the permit as issued and its terms.

- (5) The routing prescribed in the permit constitutes the sole extent of the authority granted by the permit for the use of highways within the jurisdiction of the Village, and any vehicle and/or load found to be off route will be considered operating without a permit. Permits shall be in the driver's possession in either paper or electronic form unless otherwise directed by the Police Department and presented upon demand to any police officer for inspection.
- (6) Any vehicle(s) and/or load found to be divisible will render the permit null and void, and the entire gross weight and axles weights of the vehicle(s) with the load are subject to legal size and weights. It is the duty of the applicant to verify the non-divisibility of the vehicle(s) before making application for the permit. The permit application itself is prima facie evidence that the applicant confirmed the vehicle(s) and/or loads were non-divisible.
- (7) If required, arrangement shall be made by the permittee to have the proper utilities notified, property moved, bridge or highway analysis performed and completed in advance of any permit movement.
- (8) All movements under the permit shall be made in accordance with all applicable federal, State and local laws, ordinances, rules and regulations.
- (9) The Police Department may issue a list of reasonable provisions to accompany a permit. The Police Chief or his designee may amend this document from time to time at their discretion. The provisions shall not be more restrictive than those listed in the OPER 993 form issued by the Illinois Department of Transportation, or the most current phase of interstate harmonization policies issued by the American Association of State and Highway Transportation Officials, except in extreme cases.
- (10) Permits are null and void if altered for the purpose of deception. The permits issued under this section constitute a grant of privilege by the Village and may be denied or suspended for such reasons as the Village may deem rationally related to its governmental interests including, but not limited to:
 - a) A permittee fraudulently provides incorrect information in an application for a permit;
 - b) A permittee, its agents, or employees operating on a permit which has been altered for purposes of deception;
 - c) Non-compliance by permittee, its agents or employees with federal, State, or local ordinances pertaining to the transport of goods or operation of a vehicle engaged in the transport of goods;
 - d) Moving on Village highways without a valid permit as required under this section.

All applications for permits shall be given full consideration. Permits for proposed moves may be issued:

When the Village highways and bridges will not be unduly damaged; and when the safety of the traveling public will be adequately protected.

Applications for a permit to move an oversized and/or overweight vehicle, and/or load, must be made to the Police Department, in a manner determined by the Police Department.

The following information shall be included on the permit application in addition to any other information deemed necessary by the Police Department:

- 1) Company name.
- 2) Company address, city, state and zip code.
- 3) Company email, fax and telephone numbers.
- 4) Vehicle make of the hauling vehicle or power unit.
- 5) Description of load to be moved.
- 6) Maximum weights and dimensions of the vehicle(s) including load.
- 7) Highways under the jurisdiction of the Village to be traveled.

The Police Department in their discretion, may issue revisions to permits. Revisions may be issued for:

- 1) To correct an error attributed to the Police Department.
- 2) To correct an error attributed to the applicant, discovered before the move.
- 3) To adjust weights, dimensions or routes as issued on the permit, before the move is made.

10.11.015. – Police Escorts

Civilian or police escorts shall be required at the discretion of the Police Department. The total number of police officers necessary to provide for a safe move shall be determined by the Police Department. Any fees for police escorts shall be in addition to any permit fees set forth herein and included in the billing, invoicing and collection of permit fees. Police escort fees shall provide for a minimum of 2 hours of service calculated by the most current overtime rate established by the Police Department.

10.11.016. – Suspension and Reinstatement

Suspension of a current permit shall be for the time determined appropriate by the Police Department; however, reinstatement may be made upon conditions determined by the Village and payment of all outstanding settlements or judgments.

The Chief of Police or their designee shall administer and enforce this section and shall have the authority to grant, deny, suspend or reinstate permits. Any applicant or permittee denied a permit or who has had a permit suspended, upon request, shall be given a hearing before the Chief of Police first, then the Village Manager if the permittee is still unsatisfied.

No permits shall be issued to an applicant or company who has outstanding fees or payments due to the Village.

10.11.017 – Permit Fee Schedule

A reasonable convenience fee for processing may be assessed to the permit applicant by the permit processing provider selected by the Police Department.

(1) Overweight and Over-Dimension Permits

- a) Permits must be requested five (5) days prior to the requested date of movement. Permits requested less than five (5) days prior to the requested date of movement will be charged an additional twenty-five (\$25.00) dollar service fee.
- b) Permit requests will be reviewed by the Village of Lemont Police Chief or his designee at which time the permit will be approved or denied.
- c) The Lemont Police Department Watch Commander may grant an overweight movement in an emergency.
- d) Permits for overweight or over-dimension movements may be applied for and may be granted in an amount not less than one hundred dollars (\$125.00) for a single trip and \$175.00 for a round trip.

**Single Trip. One (1) move from the point of origin to the point of destination. Any additional stops between the point of origin and the point of destination are expressly prohibited. Single Trip permits are valid for five (5) days from the requested date.

***Round Trip. Two (2) trips over the same route in opposite directions. Any additional stops between the point of origin and point of destination (and reverse) are expressly prohibited. Round trip permits shall be valid for a period of time not to exceed ten (10) days from the requested date.

- (2) The Village of Lemont will not issue continuous operating permits.
- (3) Permits will not be issued for movements on Village maintained roadways if the movement is for the sole purpose of traveling through the Village of Lemont, the movement must begin or end on Village of Lemont maintained roadways.

10.11.018 – Indemnification and Insurance

- (1) The permittee shall assume total liability for any and all damages to streets, bridges, Village owned appurtenances and private or public property while engaged in a permit move. The measure of liability is the cost for all repairs or replacement of property damaged by the permittee.
- (2) The permittee shall indemnify and hold harmless the Village from any costs, judgments or settlements, including attorney's fees, arising from physical injuries, including loss of life, or damage to or loss of property related to acts or omissions by permittee, its officers, agents, or employees pursuant to the permit.
- (3) Upon application for a permit each applicant shall provide evidence of a valid comprehensive general liability insurance policy for protection against personal injury or property damage in the minimum amount of one million dollars per occurrence. The Village shall be listed as an additional insured certificate holder on the policy.

STAFF RECOMMENDATION

Staff recommends creation of overweight and over-dimension village permit and revision of area road weights.

ATTACHMENTS

Amendment to 10.11.012-10.11.18

TO: Mayor and Village Board

FROM: Jason Berry, AICP, Economic & Community Development Director

SUBJECT: Case 18-01 UDO Amendments

DATE: July 20, 2018

SUMMARY

The Community Development Department has worked with the Village Board and Planning & Zoning Commission (PZC) to identify needed amendment to the Unified Development Ordinance (UDO).

The UDO amendments proposed by the attached ordinance are as follows:

- 17.06.030.H Lot Coverage. Amended to calculate coverage by front or rear yard setback
- 17.06.130 Canal Overlay District. Amended to permit Dockside Crew Sleeping Quarters by special use and create standards for sleeping and occupancy
- 17.06.190 Industrial Regulations. Creation of a new Use Regulations section to address the off-street parking of trucks and trailers, create standards for building design, create standards for land use development or change, require parking and storage serve as accessory use, and the enclosure of operations.
- Create a definition for Residential Walkway
- Table 17-06-02 Accessory Uses and Obstructions in Yards. Amended to permit maximum 5' walkways in Front, Rear, and Side Yards, and Permit Children's Playhouses and Treehouses in the Rear and Side Yards with a 3' setback.

BACKGROUND

The PZC discussed the proposed UDO amendments at the May 16, 2018 meeting. The amendments were reviewed by the Board at the June 18, 2018 Committee of the Whole. A public hearing for the proposed amendments was held at the June 20, 2018 PZC meeting.

ANALYSIS

Consistency with Village Policy

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

RECOMMENDATION

The PZC and Staff recommend approval of the attached ordinance.

BOARD ACTION REQUESTED

A motion to approve the attached ordinance.

ATTACHMENTS

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



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

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

(UDO Amendments)

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23rd DAY OF JULY, 2018**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 23rd day of
July, 2018.**

ORDINANCE NO. _____

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

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

WHEREAS, on June 20, 2018, the Lemont Planning & Zoning Commission, in accordance with the requirements of the Illinois Combined Statutes and the Unified Development Ordinance, conducted a public hearing on proposed amendments to the zoning and land use regulations of the Unified Development Ordinance; and

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

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

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

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

SECTION 2: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is further amended in Title 17, Unified Development Ordinance Chapter, with additions shown in underlined text and deletions shown in ~~strikethrough~~ to Chapter 17.06 of the Village Code as follows:

17.06.030 ACCESSORY USES

H. Lot Coverage. The combined square footage of all accessory structures, driveways, sidewalks, to include the surface area of swimming pools and all types of pavers or paving brick, or other areas with an impervious surface shall not exceed 36% of the area of a required front or rear ~~yard~~ setback except:

1. As provided for in § 17.07.02 of this ordinance, which covers specific standards for the R-4A zoning district; and within all non-R districts; and
2. All non-R districts (Ord O-36-08, 2008; Ord 0-65-11)

17.06.130 CANAL OVERLAY DISTRICT

C. Special Uses. Within the Canal Overlay District, the following land uses listed in this paragraph are allowed only as reviewed and approved in accordance with the “special use” procedures of this ordinance. See §17.04.140 for these procedures. Special uses are subject to all other applicable regulations of this ordinance.

1. All special uses of the underlying zoning district; and
2. Outdoor storage and transshipment of water-borne bulk materials; and
3. Recreational marinas; and
4. ~~3.~~ **4. Material Stockpiles.** Material Stockpiles within the Canal Overlay District shall be authorized only by special use when related to the loading and off-loading of bulk materials to/from vessels on the Sanitary and Ship Canal. Material stockpiles shall comply in full with the standards of Chapter 8.33 of the Lemont Municipal Code. An application for the special use of material stockpiles shall include:
 - a. 1. A site plan indicating the area to be occupied by the stockpile; and
 - b. 2. A description of the type of product to be stockpiled; and
 - c. 3. The maximum height that the material will be stockpiled; and
 - d. 4. Methods of containment and stabilization of the stockpiled material.

5. Dockside Crew Sleeping Quarters. Dockside crew sleeping quarters are a special use within the Canal Overlay District. The sleeping quarters are limited to Companies operating industrial barge fleeting operations for water-borne logistics that lease or own property located within the Canal Overlay District. Dockside Crew Quarters may only consist of kitchen, wardroom, lavatory and berthing room for temporary living arrangements of employees between shifts. Employers shall maintain Company Policy and Procedure Manuals regarding use of Dockside Crew Quarters. The following must be met and maintained:

- a. The minimum bedroom / sleeping room size shall be 70 square feet for one person and 50 square feet for each additional person in that room.
- b. The maximum number of overnight occupants is 12.
- c. A Certificate of Occupancy for the designated sleeping quarters space is required by the Village of Lemont.
- d. All buildings and structures must meet the bulk and dimensional standards for the district.

17.06.190 Industrial Regulations

A. Off-Street Parking/Loading & Unloading Facilities

1. Parking of trucks in vehicle stalls when accessory to the conduct of a permitted or special use shall be limited to vehicles having not over one and one-half (1-1/2) ton capacity, exception for pick-up or delivery services during normal hours of operation;
2. Trucks in excess of one and one-half (1-1/2) ton capacity shall not be parked in the open within 100 feet of a residential district boundary line;
3. Provision of all off-street parking and loading facilities shall be made in accordance with § 17.10;
4. All maneuvering and staging for parking, loading, and deliveries must be accommodated on site. There shall be no maneuvering or staging in streets.
5. Size and Access
 - a. Size. Each off-street loading, unloading and outdoor storage space provided on a zoning lot shall be at least twelve (12) feet wide and at least fifty (50) feet in length, not including aisle and maneuvering space, and shall have a vertical clearance of at least fourteen (14) feet.
 - b. Access. Each required off-street loading, unloading and outdoor storage space shall be designed with appropriate means of vehicular access to a street or alley in a manner which will not interfere with traffic movements.

B. Building Design

1. Every and any building hereinafter constructed, expanded, remodeled, or in any way altered or modified shall have as part of its general design a decorative or functional structure having a height above grade of between twelve (12) and fifteen (15) feet, and extending across not less than fifty (50) percent of an exterior surface wall facing a street or roadway.
2. Not less than the first four (4) feet, measured vertically from at grade, of any exterior surface facing a street or roadway, shall be covered with a brick, stone, or other decorative architectural material.

C. Land Use Development or Change

1. Upon new construction/development of any property within the M-1, M-2, M-3, or M-4 Districts being either "PERMITTED or SPECIAL USE", under this section, application must be to the Community Development Director with plans that include (but are not limited to):
 - a. Site and Geometric Plan; and
 - b. Site Data Table including: Use, bulk, lot coverage, parking requirements, accessory uses, etc.; and,
 - c. Engineering Plans; and,
 - d. Tree Survey, Tree Preservation and Landscaping Plan; and,

- e. Photometric Plan; and,
 - f. Truck turn exhibit; and,
 - g. Architectural plans; and,
 - h. Any other documents the Community Development Director finds essential for the proposal.
2. Upon the discontinuance of any "PERMITTED or SPECIAL USE", under this section, the new use must make application to the Village to have said site, engineering and landscape plans reviewed by the Community Development Director for compliance with this Chapter and other regulations. Special uses and other amendments to this UDO are subject to further review by the Planning and Zoning Commission and Village Board.

D. Truck, tractor or trailer parking yards, contractor yards, RV/Boat storage yard or any lot used for storage, sales or leasing of materials, equipment, vehicles, only accessory to a primary use.

1. The parcel/lot/yard must contain a principal building of at least 5,000 square-feet. If there are multiple parcels that make up the said business, the multiple lots will be regarded as one parcel/lot/yard and the business as a whole must have a principal building of at least 5,000 square feet.

E. Enclosure of Operations. All business, servicing, or processing shall be conducted within completely enclosed permanent buildings, except the following

1. Off-street parking or loading; and,
2. Accessory uses.

SECTION 3: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is further amended in Title 17, Unified Development Ordinance Chapter, with additions shown in underlined text and deletions shown in ~~striketrough~~ to Chapter 17.02 of the Village Code as follows:

HOME, SINGLE FAMILY See DWELLING, SINGLE FAMILY

RESIDENTIAL WALKWAY A hard surfaced path that leads from a driveway, sidewalk, parkway or street to the front area or door of a home; not to include a stoop or landing.

SECTION 4: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is further amended in Title 17, Unified Development Ordinance, so that Table 17-06-02 Permitted Accessory Uses and Obstructions in Yards, is amended and the following rows are added to the Table in alphabetical order:

Projection, Obstruction, or Accessory Use with Limitations	Front	Rear	Side	Corner Side
<u>Residential walkways, max width 5’ and setback 1’ from all property lines</u>	<u>P</u>	<u>P</u>	<u>P</u>	-
<u>Children’s Playhouses and/or Treehouses; a maximum of 160 SF with 3’ setbacks from all property lines</u>	-	<u>P</u>	<u>P</u>	-

SECTION 5: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

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

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, ON THIS 23RD DAY OF JULY, 2018.

AYES NAYS PASSED ABSENT

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

APPROVED by me this 23rd day of July, 2018

JOHN EGOSKE, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

TO: Village Board
FROM: George J. Schafer, Village Administrator
SUBJECT: Glens of Connemara Acceptance of Public Improvements Resolution
DATE: July 18, 2018

SUMMARY/ BACKGROUND

In 2005 the Village approved an annexation agreement for the development of a 140-single-family home subdivision located north of 131st Street and west of Bell Road, referred to as the Glens of Connemara Subdivision. Soon after breaking ground the subdivision went through the great recession which slowed the development down significantly. Leading out of the recession, the subdivision has built out steadily to a point now where the subdivision is nearly built-out and the public improvements are nearing completion.

Pursuant to the annexation agreement and related approvals, the developer of the subdivision, Homewerks Lemont, LLC deposited a letter of credit to guarantee the installation of the subdivision improvements. After completion of several improvements to the subdivision and subsequent draw downs in the initial letter of credit, the developer asked for a final reduction in their letter of credit amount in 2013. The Village put into place various requirements during this latest draw down in which most of the requirements have been completed and all of the requirements will be completed in short order. Staff and the Mayor has met with the newly elected home owners' association board to discuss and reach consensus on remaining items to finish out the subdivision. These items include the unfulfilled and final recreational contribution required and other minor unresolved requirements of the original annexation agreement. All major items have been resolved by the developer and staff is recommending acceptance of the subdivision at this time. To satisfy the unfulfilled recreation contribution, the developer will be submitting a cash contribution to the Village to be used by the Home Owners Association for improvements to the subdivision.

After acceptance of improvements, the developer has agreed to keep its existing letter of credit in place for the two-year maintenance period to finish remaining minor items and to provide security for additional remedies should recently installed improvements require corrective action.

RECOMMENDATION

Staff recommends acceptance of improvements

BOARD ACTION REQUESTED

Motion to Approve Resolution

ATTACHMENTS

- Resolution Accepting Public Improvements with Plat of Subdivision, Bill of Sale Letter of Credit, Remaining Obligations as Exhibits



**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR THE GLENS OF
CONNEMARA SUBDIVISION**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 23RD DAY OF JULY, 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 23RD DAY OF
JULY, 2018**

RESOLUTION NO. _____

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND REDUCING THE LETTER OF CREDIT FOR THE GLENS OF CONNEMARA SUBDIVISION

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

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

WHEREAS, in the matter of The Glens of Connemara subdivision, owned and developed by Inspired By Design, LLC, located generally at north of 131st Street and west of Bell Road in the Village of Lemont, an Irrevocable Letter of Credit No. 4316001831 was issued by STC Capital Bank in the amount of amount of \$500,000.00 to guarantee completion of public improvements in said subdivision; and

WHEREAS, Frank A. Dimperio Jr., representing Inspired By Design, LLC, requested acceptance of public improvements in The Glens of Connemara subdivision and provided a Bill of Sale for the public improvements (attached hereto as Exhibit B); and

WHEREAS, Village Engineer James L. Cainkar inspected the public improvements and recommends acceptance of said completed public improvements located upon the dedicated property and, in accordance with the Unified Development Ordinance of 2008, the initiation of the two-year subdivision maintenance period;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, that the public improvements at the Glens of Connemara are hereby accepted with the following conditions:

Section 1. The foregoing recitals are hereby adopted and incorporated into and made a part of this Resolution as if fully set forth herein.

Section 2. That the public improvements at Glens of Connemara subdivision are hereby accepted.

Section 3. That the required two-year maintenance period shall hereby commence and shall expire two years from the date of passage of this Resolution.

Section 4. That the parties have agreed to a cash contribution in the amount of \$44,000.00 to satisfy the developer's remaining recreational impact fee donation. Said fee shall be submitted to the Village prior to Board acceptance of public improvements. The Village has agreed to submit payment to the Glens of Connemara Homeowners Association for

improvements to the subdivision as approved by the Village

Section 5. That the parties have agreed to keep the STC Capital Bank Letter of Credit No. 4316001831 at its present value of \$500,000 (attached as Exhibit C) for guaranteeing of the existing improvements and remaining punch list items (attached hereto as Exhibit D). The Village agrees that the letter of credit can be used to correct major deficiencies during the maintenance period only and not for cosmetic deficiencies in sidewalks or other infrastructure.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 23rd day of July, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Approved by me this 23rd day of July, 2018

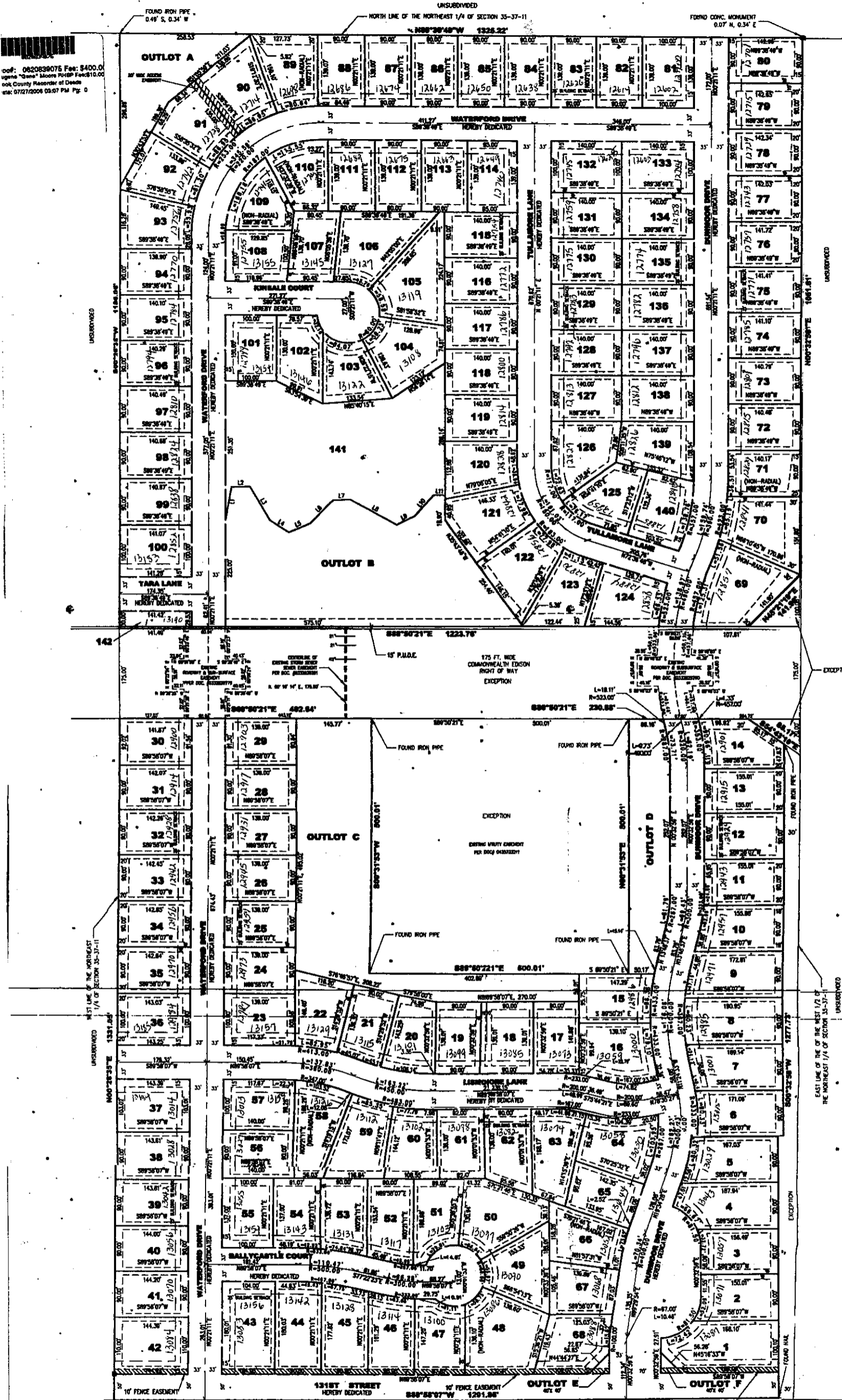
John Egofske, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

THE GLENS OF CONNEMARA

BEING A SUBDIVISION OF PART OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGEND:

- (0.00') RECORD INFORMATION
 - 0.00' MEASURED INFORMATION
 - EXISTING BOUNDARY LINE
 - - - PROPOSED BOUNDARY LINE
 - SETBACK LINE
 - - - EASEMENT LINE
 - CENTERLINE
 - RIGHT OF WAY LINE
 - - - QUARTER SECTION LINE
 - - - SECTION LINE
 - P.U.D.E. PUBLIC UTILITY AND DRAINAGE EASEMENT
 - CONCRETE MONUMENT
 - ▨ FENCE EASEMENT
- PERMANENT INDEX NUMBER:
22-35-200-013

LINE	LENGTH	BEARING
L1	65.51	N103°00'05"E
L2	38.60	N88°41'54"E
L3	76.56	S30°19'53"E
L4	43.48	S88°17'35"E
L5	44.38	N68°00'20"E
L6	63.79	N44°44'42"E
L7	32.45	N74°47'53"E
L8	102.83	S60°38'28"E
L9	39.34	N64°02'54"E
L10	54.70	N41°33'53"E
L11	21.11	S89°38'49"E

NOTES:

1. NO DIRECT ACCESS TO 131ST STREET SHALL BE GRANTED TO LOTS 42, 43, 44, 45, 46, 47, 48 AND 68.
2. LOT 79 - NORTH SIDE YARD BUILDING SETBACK SHALL BE 15 FEET.
3. LOT 80 - SOUTH SIDE YARD BUILDING SETBACK SHALL BE 15 FEET.
4. LOT 14 - NORTH SIDE YARD BUILDING SETBACK SHALL BE 20 FEET.
5. OUTLOTS A THROUGH F WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (THE "ASSOCIATION").

DEVELOPMENT SUMMARY

MINIMUM LOT SIZE = 12,501 SF (0.287 AC)
 MAXIMUM LOT SIZE = 21,699 SF (0.498 AC)
 AVERAGE LOT SIZE = 13,940 SF (0.320 AC)

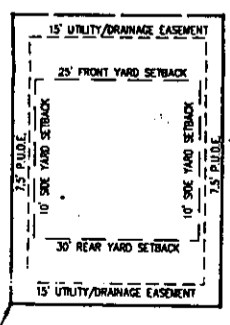
LOT 142 (PARK)	39,777 SF (0.913 AC)
LOT 142 (LIFT STATION)	4,210 SF (0.097 AC)
OUTLET A (DETENTION)	31,423 SF (0.721 AC)
OUTLET B (DETENTION)	111,125 SF (2.551 AC)
OUTLET C (DETENTION)	94,112 SF (2.161 AC)
OUTLET D (DETENTION)	37,545 SF (0.862 AC)
OUTLET E (ENTRANCE SIGN)	800 SF (0.018 AC)
OUTLET F (ENTRANCE SIGN)	800 SF (0.018 AC)

R.O.W. DEDICATION = 657,842 SF (15.102 AC)

TOTAL = 2,989,295 SF (68.625 AC)

TOTAL NUMBER OF DWELLING UNITS=140
 DWELLING UNITS PER ACRE = 2.62 (NET)

EACH BUILDING SHALL BE CONSTRUCTED ON AN INDIVIDUAL LOT OF RECORD AS SHOWN ON THE FINAL PLAT.



TYPICAL LOT SETBACK/EASEMENT

ALL EASEMENTS ARE TYPICAL AS SHOWN, (UNLESS OTHERWISE INDICATED) (IRON PIPE WILL BE SET AT ALL LOT CORNERS UPON COMPLETION OF FINAL GRADING)

LOT #	AREA (SQ-FT)	AREA (AC)
LOT 1	20,651	0.472
LOT 2	13,749	0.314
LOT 3	13,569	0.311
LOT 4	16,610	0.381
LOT 5	15,784	0.360
LOT 6	15,030	0.344
LOT 7	16,234	0.372
LOT 8	17,270	0.396
LOT 9	16,460	0.376
LOT 10	14,672	0.336
LOT 11	13,958	0.318
LOT 12	13,951	0.318
LOT 13	13,951	0.318
LOT 14	13,663	0.312
LOT 15	13,539	0.310
LOT 16	16,316	0.374
LOT 17	12,542	0.287

SINGLE FAMILY LOT SUMMARY

AREA (SQ-FT)	AREA (AC)	AREA (SQ-FT)	AREA (AC)	AREA (SQ-FT)	AREA (AC)	AREA (SQ-FT)	AREA (AC)	AREA (SQ-FT)	AREA (AC)
1	20,651	21	12,979	41	12,986	42	13,895	62	13,688
2	13,749	22	13,936	43	18,722	63	15,875	82	12,510
3	13,569	23	13,904	44	16,169	64	16,202	84	12,510
4	16,610	24	12,510	45	15,355	65	12,503	85	12,510
5	15,784	25	12,510	46	13,734	66	15,121	86	12,510
6	15,030	26	12,510	47	13,767	67	12,510	87	12,510
7	16,234	27	12,510	48	12,510	68	14,715	88	12,510
8	17,270	28	12,510	49	15,294	69	20,922	89	15,566
9	16,460	29	12,510	50	10,032	70	17,685	90	15,340
10	14,672	30	13,030	51	13,684	71	12,621	91	15,078
11	13,958	31	12,794	52	14,665	72	12,630	92	14,496
12	13,951	32	12,829	53	13,043	73	12,657	93	14,180
13	13,951	33	12,829	54	12,501	74	12,685	94	12,600
14	13,663	34	12,647	55	13,700	75	12,713	95	12,618
15	13,539	35	12,664	56	12,600	76	12,741	96	12,635
16	16,316	36	14,314	57	12,600	77	12,769	97	12,652
17	12,542	37	14,783	58	13,995	78	12,769	98	12,600

THE GLENS OF CONNEMARA

131ST STREET WEST OF BELL ROAD
LEMONT, ILLINOIS

FINAL PLAT OF SUBDIVISION

DATE	DESCRIPTION
03-29-04	PER CLIENT
05-09-06	PER CLIENT
04-20-04	PER CLIENT
05-02-04	PER CLIENT
08-02-04	PER CLIENT
04-21-05	PER CLIENT

10 08-29-04 PER CLIENT
 7 05-09-06 PER CLIENT

THE GLENS OF CONNEMARA

131ST STREET WEST OF BELL ROAD
LEMONT, ILLINOIS

FINAL PLAT OF SUBDIVISION

DRAWN BY: RWS
 SCALE: 1"=100'
 DATE: 03-29-04

CHECKED: [Signature]
 DATE: 03-29-04

Job Number: 03-296

Consulting Civil Engineering
 Land Planning & Surveying
 1030 West Route 126
 Plainfield, Illinois 60544
 voice 815-254-0305
 fax 815-436-3158

© Copyright, 2005 C. M. Lavelle & Associates, Inc.
 These plans are protected under the copyright laws of the United States and foreign countries,
 and are to be used only for the construction and/or repair of the Site Improvements as defined.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Francis A. Dimperio Jr., on behalf of Inspired By Design LLC, an Illinois Limited Liability Company, (hereinafter referred to as the “Developer”), transfer and deliver unto the **VILLAGE OF LEMONT**, an Illinois municipal corporation, the following goods, chattels and other items of personal property in connection with The Glens of Connemara subdivision namely:

All public improvements located within The Glens of Connemara located generally, North of 131st Street, West of Bell Road, Village of Lemont, such improvements including but not limited to all sanitary sewer and water lines, all storm sewer lines, all streets and street improvements, all curbing, all sidewalks and streetlights, signs and parkway trees.

The object of this Bill of Sale is to grant sell, transfer and deliver to the Village the ownership of all items of personalty that comprise the sanitary sewer, water distribution system, and the street system installed by the Developer to date within The Glens of Connemara located North of 131st Street and West of Bell Road.

FURTHER BE IT KNOWN: That the Developer does hereby covenant that it is the lawful owner of the aforescribed goods, chattel, and personalty; that such items are free from all encumbrances; that it has the right to sell the same as aforesaid; and that it warrants and will defend the act of said company.

DATED at Naperville, Illinois this ____ day of June, 2018

Inspired by Design, an Illinois Limited Liability Company,

By: _____
Francis A. Dimperio Jr., Manager

STATE OF ILLINOIS)
)ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Francis A. Dimperio, Jr., as Manager of Inspired By Design, LLC, an Illinois Limited Liability Company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager s/he signed, sealed and delivered the said instrument pursuant to the authority given by the Members of said Limited Liability Company as his/her free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of June, 2018.

Notary Public

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 4316001831

BENEFICIARY:

Village of Lemont
418 Main Street
Lemont, IL 60439

Applicant:

Inspired By Design, LLC
200 E. 5th Avenue, Ste-101
Naperville, IL 60563

AMOUNT: \$500,000.00

EXPIRATION DATE: June 13, 2017

Or any automatically extended date as set forth herein.

Dear Sir/Madam:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Inspired By Design, LLC, 200 E. 5th Avenue, Ste-101, Naperville, IL 60563 in the aggregate amount of Five Hundred Thousand and NO/100 (\$500,000.00), available by your draft at sight drawn on STC Capital Bank, 2825 Foxfield Road, St. Charles, IL 60174 and accompanied by the following document:

A signed statement by the Administrator or Engineer of the Village of Lemont certifying that any portion of the improvements of Glens of Connemara Subdivision as specified in the plans and specifications of the Single Family Residence Development known as Glens of Connemara Subdivision, as approved by the Village Engineer, or the site improvements as detailed by attachment (Exhibit A) have not been completed in accordance with said plans and specifications.

If said improvements have not been installed in conformity with approved plans and village ordinances, the village is hereby granted authority to draw on this Irrevocable Letter of Credit for the purpose of completing said improvements, in accordance with the revisions herein and above set forth. The Letter of Credit shall be utilized to secure the construction and installation of all such public improvements as approved by the Village Engineer including but not limited to all required lighting, sidewalks, landscaping, street trees, streets and curbs, sewer and water lines, and storm water management

facilities. This Letter of Credit shall not operate as a limitation of the obligation of the applicant to install any improvement required by the Village.

The principal amount of this Letter of Credit shall not be reduced for any improvements installed unless such reduction is approved by the Village Board. The Village may submit its sight draft and draw documents as herein and above provided without the consent of the applicant or any other party. If within ten (10) days of the date of such draft and raw documents specified above are presented in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorney's fees, court fees, and other expenses incurred by the Village in enforcing the terms hereof.

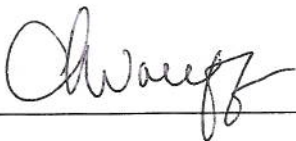
We hereby agree that this Letter of Credit shall expire on June 13, 2017, as stated herein above; provided however, that we shall notify the Village Administrator and Village Engineer by certified mail, return receipt required, at least ninety (90) days prior to said expiration date that said Letter of Credit is about to expire.

It is a condition of this Letter of Credit that it shall be automatically extended for additional periods of one (1) year, unless at least ninety (90) days prior to the then relevant expiration date, we have notified the Village Administrator and Village Engineer by certified mail, return receipt required, at least ninety (90) days prior to said expiration date that we elect not to so extend this Letter of Credit. In that event, you may draw hereunder on or prior to the then relevant expiration date, up to the full amount then available hereunder against your signed draft(s) on STC Capital Bank, bearing the number of this Letter of Credit. In no event shall this Letter of Credit or the obligation contained herein expire except under written prior notice, it being expressed agreed that the above Expiration Date shall be extended as shall be required to comply with this notice provision.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to our office located at 2825 Foxfield Road, St. Charles, IL 60174

This Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 600).

STC Capital Bank

By: 

Its: PRESIDENT.

EXHIBIT A

November 25, 2013

Frank Dimperio Jr
5th Avenue Construction, Inc
200 E. 5th Avenue, Suite 101
Naperville, IL 60563

Dear Frank Dimperio Jr:

The purpose of this letter is to convey the Village of Lemont's ("Village") willingness to accept alternate forms of fully collateralized security from Homewerks, LLC ("Developer") to replace the Developer's existing Letter of Credit, [through First Merit Bank]. As you know, this existing Letter of Credit has, to date, been used as fully collateralized security for the completion of the public improvements and other obligations for the Glens of Connemara subdivision development ("Subject Property").

The Village's willingness to even consider an exchange of Letters of Credit is hinged upon the requirements outlined below. The financial security, ensuring the completion of the public improvements and other obligations of the Developer is of the highest priority to the Village. If each and every requirement set forth in this letter are satisfied by the Developer, the Village will recommend the acceptance of a new, reduced letter of credit and release the existing Letter of Credit. Please note, any action officially releasing the existing Letter of Credit must take place by resolution passed by a majority of the Village Board of Trustees. The undersigned does not make any representation or warranty that such a resolution will be enacted.

A recommendation and consideration of this exchange will only take place after the all the sewers of the Subject Property have been televised, cleaned and approved by the Village. In addition to the sewer work, a comparable Letter of Credit must be presented to the Village and approved in the sole discretion of the Village Engineer and other Village staff.

Further detail and clarification on these two requirements are listed below.

1. Developer to provide TV DVDs and cleaning of sanitary sewer and storm sewers for the Subject Property (approximately 10,140 feet sanitary sewer plus 18,065 feet storm sewer). The results of the sewer cleaning and televising shall be documented with the two (2) written reports, with the applicable DVDs, that shall also include a running audio documentary of any and all defects noticed in the sewer lines inspected. Flash drives will NOT be accepted. Before this condition is met, the Village Engineer, or his designee, shall review the tapes and must deem, in his discretion, the sewers are operational and acceptable to the Village's standards. Should the Village Engineer not approve the condition of the sewers, the Developer shall repair the sewers to the Village Engineer's standards prior to the exchange of Letters of Credit.

2. A Comparable Irrevocable Letter of Credit, from a banking or other institution acceptable to the Village, must be submitted by the Developer for review and approval by the Village Engineer before the release of the existing Letter of Credit will be presented to the Village Board. The new Letter of Credit must contain terms consistent with the existing Letter of Credit and any other criteria required by the Village applicable to the Subject Property. Language in the new Letter of Credit must include, but will not be limited to, the following:
 - a. An aggregate amount of \$500,000.
 - b. Improvements to be outlined in the new letter of credit shall include, but not be limited, to the following:
 1. Subdivision Drawings: Provide and record the "As Built" drawings of the entire subdivision.
 2. Street Resurfacing: Final lift and curb repair and completion of Tara Lane.
 3. Sidewalks: Before acceptance of public improvements, the value of any remaining sidewalks will be given to the Village to be held in escrow, to install the remaining sidewalks. The amount will be calculated by the Village Engineer at time of public improvement acceptance. Once 14 unsold lots are left remaining, the Village shall require 100% completion of those remaining sidewalks. Any funds still held in escrow after these improvements are installed and approved shall be returned to the Developer.
 4. Parkway Trees: Before acceptance of public improvements, the value of any remaining parkway trees will be given to the Village by the Developer to be held in escrow. The amount will be calculated by the Village Engineer at time of public improvement acceptance.
 5. North/South Bike Path Completion: Before acceptance of public improvements, the Developer shall submit funds to be held in escrow for the completion of the north/south bike path, or a comparable recreational project in the vicinity. The amount will be calculated by the Village Engineer at the time of public improvements acceptance.
 - c. If the Developer has not installed the public improvements and the other obligations in conformity with approved plans, Village Code and applicable Village standards, the Village must be granted authority to draw on the new Irrevocable Letter of Credit for purposes of completing remaining public improvements.

- d. At time of acceptance of public improvements, a maintenance amount in the amount of \$360,167.55, for a period of 2 years, shall be presented to the Village. (Required Maintenance Period Balance is 10% of original cost of public improvements.) The Maintenance Security can be a new Letter of Credit, or an extension of the existing Letter of Credit.
- e. Other terms and conditions required by the Village Engineer and the Village Attorney.

Nothing in this letter shall be construed as a contractual relationship or an alteration of any existing contractual relationships between the Developer and the Village. Furthermore, nothing in this letter shall be construed as a promise or obligation by the Village to take or not take any action. This letter is to be used only as an outline of the initial requirements of the Village to consider an exchange of Letters of Credit from the Developer regarding the Subject Property.

If you have any questions, please feel free to contact me at (630) 243-2709 or gschafer@lemont.il.us

Sincerely,



George J. Schafer
Village Administrator

cc: Ralph Pukula, Public Works Director
Jim Cainkar, Acting Village Engineer
Charity Jones, Planning & Economic Development Director
Jeffrey M. Stein, Village Attorney

TO: Village Board
FROM: Ralph Pukula, Director of Public Works
THROUGH:
SUBJECT: A Resolution Authorizing the Contract for the 2018 Sanitary Sewer Cleaning, Televising, & Manhole Inspections

DATE: 07/23/18

SUMMARY/ BACKGROUND

ANALYSIS

The 2018 Sanitary Sewer Cleaning & Televising Program is consistent with the Village's 5-Year Capital Plan, and the requirements of the MWRDGC Infiltration and Inflow Control Program.

STAFF RECOMMENDATION

Award of the 2018 Sanitary Sewer Cleaning, Televising, & Manhole Inspection Program, to SewerTech LLC, 1730 Epping Place, Schaumburg, IL 60194, based on their total bid amount of \$20,124.00. This is \$32,076.50 below the Engineer's estimate.

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.



Resolution No. _____
Resolution Authorizing Award of Contract
2018 Sanitary Sewer Cleaning, Televising, & Manhole Inspection Program

WHEREAS, the Village of Lemont requires that the 2018 Sanitary Sewer Cleaning, Televising, & Manhole Inspection Program, be completed; and

WHEREAS, the Village seeks to utilize the construction firm of SewerTech LLC for such work; and

WHEREAS, SewerTech LLC submitted a low bid in the amount of \$20,124.00 for the work.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND 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, and to take any other steps necessary to carry out this resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23rd day of July, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

JOHN EGOFKSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Contract for 2018 Sanitary Sewer Cleaning, Televising, & Manhole Inspection Program with SewerTech LLC

1. **THIS AGREEMENT**, made and concluded the 23rd day of July, 2018 between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and SewerTech LLC, 1730 Epping Place, Schaumburg, IL 60194, 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 2018 Sanitary Sewer Cleaning, Televising, & Manhole Inspection Program 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

(S E A L)

Party of the Second Part

Secretary
(Corporate Seal)

(If a Corporation)
Corporate
Name SewerTech LLC
By _____
President
(If a Co-Partnership)

(SEAL)

(SEAL)

Partners doing Business under the name
of _____
(If an Individual)

(SEAL)



June 11, 2018

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

Re: **2018 Sanitary Sewer Cleaning, Televising & Manhole Inspections**

Dear George:

Listed below and on the attached *Tabulation of Bids* are the results of the May 30, 2018, bid opening for the above-captioned project. Eight (8) bids were received and checked for accuracy, with errors found that did not affect the resultant low bidder. A summary is as follows:

SewerTech, LLC	\$ 20,124.00
Visu-Sewer of Illinois, LLC	30,710.80
Pipe-View, LLC.....	39,579.43
American Vactor Services, LLC	42,301.75
Hydro-Vision Technology, LLC	43,914.20
Michels Pipe Services.....	55,183.30
National Power Rodding Corp.	71,355.86
Sheridan Plumbing & Sewer, Inc.	124,295.75
 Engineer's Estimate	 \$ 52,200.50

The low bid submitted by SewerTech, LLC, in the amount of \$20,124.00, is \$32,076.50 (61.45%) below the Engineer's Estimate of \$52,200.50. We have checked the references for SewerTech, LLC and they come highly recommended.

Therefore, we recommend that the Contract be awarded to **SewerTech, LLC, 1730 Epping Place, Schaumburg, IL 60194**, in the amount of **\$20,124.00**.

Please call if you have any questions regarding this matter.

Sincerely,

NOVOTNY ENGINEERING

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

JLC/ce

Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Ms. Linda Molitor, Executive Assistant, w/Enc.
File No. 18055

TABULATION OF BIDS

OWNER: Village of Lemont
PROJECT DESCRIPTION: 2018 Sanitary Sewer Cleaning, Televising and Manhole Inspections
BID OPENING: May 30, 2018 @ 10:00 a.m.

PROJECT NO.: 18055

Item No	Description	Unit	Quantity	Engineers Estimate		SewerTech, LLC 1730 Epping Place Schaumburg, IL 60194 \$1,007.00 Cashier's Check		Visu-Sewer of Illinois, LLC 9014 S. Thomas Avenue Bridgeview, IL 60455 5% Bid Bond		Pipe-View, LLC 203 Farmwood Lane LaPorte, IN 46350 5% Bid Bond		American Vactor Services 60 W. Terra Cotta Avenue Crystal Lake, IL 60014 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sanitary Sewer Cleaning, Light, 6"	FOOT	162	2.00	324.00	0.40	65.00	0.50	81.00	0.07	11.34	1.00	162.00
2	Sanitary Sewer Cleaning, Light, 8"	FOOT	8000	1.50	12,000.00	0.40	3,200.00	0.50	4,000.00	0.07	560.00	1.00	8,000.00
3	Sanitary Sewer Cleaning, Heavy, 8"	FOOT	2142	2.50	5,355.00	0.80	1,714.00	0.10	214.20	0.28	599.76	1.25	2,677.50
4	Sanitary Sewer Cleaning, Light, 10"	FOOT	2000	2.50	5,000.00	0.40	800.00	0.50	1,000.00	0.07	140.00	1.00	2,000.00
5	Sanitary Sewer Cleaning, Heavy, 10"	FOOT	833	3.50	2,915.50	0.80	667.00	0.10	83.30	0.28	233.24	1.25	1,041.25
6	Sanitary Sewer Cleaning, Light, 12"	FOOT	467	3.00	1,401.00	0.40	187.00	0.50	233.50	0.07	32.69	1.00	467.00
7	Sanitary Sewer Televising	FOOT	13604	1.25	17,005.00	0.60	8,163.00	1.20	16,324.80	1.60	21,766.40	1.00	13,604.00
8	Manhole Inspections	EACH	82	100.00	8,200.00	65.00	5,330.00	107.00	8,774.00	198.00	16,236.00	175.00	14,350.00
Totals:					52,200.50		20,126.00		30,710.80		39,579.43		42,301.75
Bid Error Corrections:													
1	Sanitary Sewer Cleaning, Light, 6"				64.80								
3	Sanitary Sewer Cleaning, Heavy, 8"				1,713.60								
5	Sanitary Sewer Cleaning, Heavy, 10"				666.40								
6	Sanitary Sewer Cleaning, Light, 12"				186.80								
7	Sanitary Sewer Televising				8,162.40								
	Total				20,124.00								
Corrected Totals					30,710.80		39,579.43		30,710.80		39,579.43		42,301.75
Over / Under					-12,621.07		-32,076.50		-21,489.70		-12,621.07		-9,898.75
Percent					-41.17%		-61.45%		-41.17%		-24.18%		-18.96%

T A B U L A T I O N O F B I D S

OWNER: Village of Lemont
PROJECT DESCRIPTION: 2018 Sanitary Sewer Cleaning, Televising and Manhole Inspections
BID OPENING: May 30, 2018 @ 10:00 a.m.

PROJECT NO : 18055

Michels Pipe Services,

Item No	Description	Unit	Quantity	Engineers Estimate		Hydro-Vision Technology 1593 Aster Drive Romeoville, IL 60446 5% Bid Bond		a Division of Michels Corp. P.O. Box 128 Brownsville, WI 53006 5% Bid Bond		National Power Rodding 2500 W. Arthington Street Chicago, IL 60612 5% Bid Bond		Sheridan Plumbing & Sewer 6754 W. 74th Street Bedford Park, IL 60638 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Sanitary Sewer Cleaning, Light, 6"	FOOT	162	2.00	324.00	3.00	486.00	1.00	162.00	1.50	243.00	9.50	1,539.00
2	Sanitary Sewer Cleaning, Light, 8"	FOOT	8000	1.50	12,000.00	0.50	4,000.00	1.00	8,000.00	1.50	12,000.00	3.05	24,400.00
3	Sanitary Sewer Cleaning, Heavy, 8"	FOOT	2142	2.50	5,355.00	1.20	2,570.40	1.25	2,677.50	0.75	1,606.50	1.30	2,784.60
4	Sanitary Sewer Cleaning, Light, 10"	FOOT	2000	2.50	5,000.00	1.00	2,000.00	1.50	3,000.00	1.75	3,520.00	1.00	2,000.00
5	Sanitary Sewer Cleaning, Heavy, 10"	FOOT	833	3.50	2,915.50	2.00	1,666.00	2.00	1,666.00	0.75	624.75	1.00	833.00
6	Sanitary Sewer Cleaning, Light, 12"	FOOT	467	3.00	1,401.00	1.00	467.00	1.80	840.60	1.83	854.61	1.45	677.15
7	Sanitary Sewer Televising	FOOT	13604	1.25	17,005.00	1.20	16,324.80	1.80	24,487.20	1.75	23,807.00	3.00	40,812.00
8	Manhole Inspections	EACH	82	100.00	8,200.00	200.00	16,400.00	175.00	14,350.00	350.00	28,700.00	625.00	51,250.00
				Totals:		43,914.20		55,183.30		71,355.86		124,295.76	
				Bid Error Corrections:									
				Corrected Totals		43,914.20		55,183.30		71,355.86		124,295.76	
				Over / Under		-8,286.30		2,982.80		19,155.36		72,095.25	
				Percent		-15.87%		5.71%		36.70%		138.11%	

TO: Village Board
FROM: Ralph Pukula, Director of Public Works

THROUGH:

SUBJECT: A Resolution Authorizing the Contract for the Safety Village
Green Infrastructure Improvements at Metra Station Parking
Lot Median along Main Street

DATE: 07/23/18

SUMMARY/ BACKGROUND

ANALYSIS

The Safety Village property lease with MWRD requires that the Village install “Green Infrastructure”, but there is no area around the Safety Village that is feasible for this. The Village proposed the permeable pavers at the Metra Station islands to satisfy the lease requirements and MWRD approved the project. The Safety Village Green Infrastructure Improvements at the Metra Station Parking Lot Median along Main Street is consistent with the Village’s 5-Year Capital Plan

STAFF RECOMMENDATION

Award of the Safety Village Green Infrastructure Improvements at the Metra Station Parking Lot Median along Main Street, to Alliance Contractors, Inc., 1166 Lake Avenue, Woodstock, IL, 60098, based on their total bid amount of \$93,658.50. This is \$4,599.50 above the Engineer’s estimate.

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 Green Infrastructure Improvements at Metra Station Parking Lot Median Along Main Street

WHEREAS, the Village of Lemont requires that the Green Infrastructure Improvements at Metra Station Parking Lot Median Along Main Street, be completed; and

WHEREAS, the Village seeks to utilize the construction firm of Alliance Contractors, Inc. for such work; and

WHEREAS, Alliance Contractors, Inc. submitted a low bid for such work in the amount of \$93,658.50, 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 23rd day of July, 2018.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Ryan Kwasneski	_____	_____	_____	_____
David Maher	_____	_____	_____	_____
Kenneth McClafferty	_____	_____	_____	_____
Rick Sniegowski	_____	_____	_____	_____
Ronald Stapleton	_____	_____	_____	_____

JOHN EGOFKSKE
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**Contract for Safety Village Green Infrastructure Improvements at Metra Station Parking Lot
Median along Main Street with Alliance Contractors, Inc.**

1. **THIS AGREEMENT**, made and concluded the 23rd day of July, 2018 between the **Village of Lemont**, acting by and through the **Village Administrator** as the party of the first part, and Alliance Contractors, Inc., 1166 Lake Avenue, Woodstock, IL 60098, 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 Safety Village Green Infrastructure Improvements at Metra Station Parking Lot Median along Main Street 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

(S E A L)

Party of the Second Part

_____ (If a Corporation)
Corporate Name Alliance Contractors, Inc.
By _____
Secretary President
(Corporate Seal) (If a Co-Partnership)

_____ (SEAL)
_____ (SEAL)

Partners doing Business under the name
of _____
(If an Individual)
_____ (SEAL)

June 20, 2018

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

Re: **Safety Village Green Infrastructure Improvements
at Metra Station Parking Lot Median along Main Street**

Dear George:

Listed below and on the attached *Tabulation of Bids* are the results of the June 20, 2018, bid opening for the above-captioned project. Four (4) bids were received and checked for accuracy, with no errors found. A summary is as follows:

Alliance Contractors	\$ 93,658.50
Copenhaver Construction	102,731.50
Martam Construction	103,992.00
Hoppy's Landscaping	110,441.95
Engineer's Estimate	\$ 89,059.00

The low bid submitted by Alliance Contractors, in the amount of \$93,658.50, is \$4,599.50 (5.16%) above the Engineer's Estimate of \$89,059.00.

Alliance Contractors is qualified to perform this work. Therefore, we recommend that the Contract be awarded to **Alliance Contractors, Inc., 1166 Lake Avenue, Woodstock, IL 60098**, in the amount of **\$93,658.500**.

Please call if you have any questions regarding this matter.

Sincerely,

NOVOTNY ENGINEERING



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

JLC/ce

Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Ms. Linda Molitor, Executive Assistant, w/Enc.
File No. 17238

TABULATION OF BIDS

OWNER: Village of Lemont
PROJECT DESCRIPTION: Safety Village Green Infrastructure @ Metra Station Parking Lot
BID OPENING: June 20, 2018 @ 10:00 a.m.

PROJECT NO.: 17238

Item No	Description	Unit	Quantity	Engineers Estimate		Alliance Contractors 1166 Lake Avenue Woodstock, IL 60098 5% Bid Bond		Copenhaver Construction 75 Koppie Drive Gilberts, IL 60136 5% Bid Bond		Martam Construction 1200 Gasket Drive Elgin, IL 60120 5% Bid Bond		Hoppy's Landscaping 15041 New Avenue Lockport, IL 60441 10% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Earth Excavation	CU YD	242	50.00	12,100.00	50.00	12,100.00	47.00	11,374.00	77.00	18,634.00	72.50	17,545.00
2	Tree Root Pruning	EACH	9	300.00	2,700.00	200.00	1,800.00	25.00	225.00	220.00	1,980.00	150.00	1,350.00
3	Geotechnical Fabric for French Drains	SQ YD	107	4.00	428.00	1.00	107.00	5.00	535.00	6.00	642.00	5.00	535.00
4	Unit Paver Removal	SQ FT	2328	2.00	4,656.00	8.00	18,624.00	4.00	9,312.00	3.00	6,984.00	4.50	10,476.00
5	Unit Pavers - Permeable	SQ FT	3259	10.00	32,590.00	6.50	21,183.50	11.00	35,849.00	9.00	29,331.00	11.50	37,478.50
6	Unit Paver Banding Course- Permeable	SQ FT	757	12.00	9,084.00	6.50	4,920.50	12.00	9,084.00	9.00	6,813.00	13.50	10,219.50
7	Aggregate Base Course, Type B (CA-7), 16"	SQ YD	447	18.00	8,046.00	17.00	7,599.00	30.00	13,410.00	38.00	16,986.00	32.85	14,683.95
8	Aggregate Permeable Setting Bed (CA-16), 1-1/2"	SQ YD	447	6.00	2,682.00	1.50	670.50	8.00	3,576.00	11.00	4,917.00	6.25	2,793.75
9	Aggregate Choking Stone Course (CA-16), 2"	SQ YD	447	8.00	3,576.00	2.00	894.00	12.00	5,364.00	11.00	4,917.00	6.75	3,017.25
10	Combination Concrete Curb and Gutter, Type B-6.12	FOOT	18	50.00	900.00	200.00	3,600.00	40.00	720.00	44.00	792.00	45.00	810.00
11	Combination Concrete Curb and Gutter Removal	FOOT	18	10.00	180.00	100.00	1,800.00	25.00	450.00	18.00	324.00	30.00	540.00
12	Portland Cement Concrete Sidewalk, 5"	SQ FT	93	7.00	651.00	40.00	3,720.00	18.00	1,674.00	14.00	1,302.00	8.50	790.50
13	Sidewalk Removal	SQ FT	2212	3.00	6,636.00	5.00	11,060.00	3.00	6,636.00	2.50	5,530.00	2.50	5,530.00
14	Detectable Warnings	SQ FT	70	40.00	2,800.00	25.00	1,750.00	29.00	2,030.00	33.00	2,310.00	35.00	2,450.00
15	Frames and Lids to be Adjusted	EACH	1	500.00	500.00	500.00	500.00	700.00	700.00	610.00	610.00	700.00	700.00
16	Mulch Placement, 3"	SQ YD	90	10.00	900.00	30.00	2,700.00	8.00	720.00	6.00	540.00	5.75	517.50
17	Sign Panel - Type A	SQ FT	4.5	30.00	135.00	30.00	135.00	55.00	247.50	116.00	522.00	150.00	675.00
18	Metal Post - Type B	FOOT	33	15.00	495.00	15.00	495.00	25.00	825.00	26.00	858.00	10.00	330.00
Totals:					89,059.00		93,658.50		102,731.50		103,992.00		110,441.95
Bid Error Corrections:													
Corrected Totals							93,658.50		102,731.50		103,992.00		110,441.95
Over / Under							4,599.50		13,672.50		14,993.00		21,382.95
Percent							5.16%		15.35%		16.77%		24.01%