

# *Village of Lemont*

**Mayor**  
Brian K. Reaves

**Village Clerk**  
Charlene Smollen

**Administrator**  
George J. Schafer



**Trustees**  
Debby Blatzer  
Paul Chialdikas  
Clifford Miklos  
Rick Sniegowski  
Ronald Stapleton  
Jeanette Virgilio

## **VILLAGE BOARD MEETING**

**January 25, 2016 – 6:30 PM**  
**Village Hall – 418 Main Street**

### **AGENDA**

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. CONSENT AGENDA**
  - A. APPROVAL OF MINUTES**
    - 1. DECEMBER 14, 2015 VILLAGE BOARD MEETING MINUTES**
    - 2. JANUARY 11, 2016 COMMITTEE OF THE WHOLE MEETING MINUTES**
  - B. APPROVAL OF DISBURSEMENTS**
  - C. AN ORDINANCE APPROVING AN AMENDMENT TO THE ANNUAL FEE ORDINANCE**
  - D. AN ORDINANCE APPROVING CLEAR CHANNEL OUTDOOR LEASE AGREEMENT AND ADDENDUM TO LEASE**
  - E. A RESOLUTION PROVIDING FOR THE DESTRUCTION OF CERTAIN VERBATIM RECORDINGS OF CLOSED SESSION MINUTES**
  - F. A RESOLUTION REVIEWING THE NEED FOR CONFIDENTIALITY OF CLOSED SESSION MINUTES**
  - G. A RESOLUTION APPROVING VOLUNTARY VACATION TIME SELL BACK PROGRAM FOR EMPLOYEES OF THE VILLAGE OF LEMONT**
  - H. A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO ENTER INTO TOLLING AGREEMENTS IN THE IMET FRAUD MATTER**
  - I. A RESOLUTION AUTHORIZING A LOAN FROM THE WATER/SEWER FUND TO THE GATEWAY TIF FUND**
  - J. A RESOLUTION APPROVING THE PURCHASE OF A 2016 FORD F-150 XL 4x4 AND A 2016 FORD F-250 XL 4x4**

**IV. MAYOR'S REPORT**

**A. SWEARING IN OF OFFICERS JUSTIN JANSMA AND LAUREN QUATTROCCHI**

**B. PROCLAMATION –USA FOOTBALL - U-14 SELECT TEAM**

**C. AUDIENCE PARTICIPATION**

**V. CLERK'S REPORT**

**A. CORRESPONDENCE**

**B. ORDINANCES**

- 1. AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 15-16 FOR THE VILLAGE OF LEMONT  
(ADMIN / FINANCE)(REAVES/SNIEGOWSKI)(SCHAFER/SMITH)**

**C. RESOLUTION**

- 1. A RESOLUTION APPROVING AN AGREEMENT WITH CIVICPLUS  
(ADMIN)(REAVES)(SCHAFER)**
- 2. A RESOLUTION APPROVING CHANGE ORDER No. 1  
LEMONT EAST UTILITY EXTENSION PHASE 1 – BELL ROAD UTILITY EXTENSION  
TO MCCARTHY ROAD  
(PUBLIC WORKS)(BLATZER)(PUKULA)**

**VI. VILLAGE ATTORNEY REPORT**

**VII. VILLAGE ADMINISTRATOR REPORT**

**VIII. BOARD REPORTS**

**IX. STAFF REPORTS**

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**XII. MOTION FOR EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION UNDER SECTION 2(c)  
11 OF THE OPEN MEETINGS ACT**

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

**XIV. MOTION TO ADJOURN**

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**December 14, 2015**  
**6:30 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, December 14, 2015, at 6:30 p.m., with Mayor Brian Reaves presiding.

**I. PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; present. Virgilio; absent.

**II. CONSENT AGENDA**

Motion by Stapleton, seconded by Sniegowski, to approve the following items on the consent agenda by omnibus vote:

**A. Approval of Minutes**

1. November 23, 2015, Village Board Meeting Minutes.

**B. Approval of Disbursements.**

**C. Ordinance O-46-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source) Of The Village Of Lemont, Cook, DuPage And Will Counties, Illinois**

**D. Ordinance O-47-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Services On \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source), And \$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source) Of The Village Of Lemont, Cook, DuPage And Will Counties, Illinois**

**E. Ordinance O-48-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$1,755,000 General Obligation Bonds, Series 2010 (Alternate Revenue Source) Of The Village Of Lemont, Cook, DuPage And Will Counties, Illinois**

**F. Ordinance O-49-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$5,000,000 General Obligation Waterworks And Sewerage Bonds (Alternate Revenue Source), Series 2010A And Build America Bonds (Direct Payment) Of The Village Of Lemont, Cook, Will And DuPage Counties, Illinois**

**G. Ordinance O-50-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), And \$4,750,000 General Obligation Bonds, Series, 2012B (Alternate Revenue Source) Of The Village Of Lemont, Cook, DuPage And Will Counties, Illinois**

- H. Ordinance O-51-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$3,400,000 General Obligation Bonds, Series 2012C (Alternate Revenue Source) Of The Village Of Lemont, Cook, DuPage And Will Counties, Illinois
  - I. Ordinance O-52-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$955,000 General Obligation Refunding Bonds, Series 2014A (Alternate Revenue Source), And \$960,000 Taxable General Obligation Refunding Bonds, Series 2014B (Alternate Revenue Source) Of The Village Of Lemont, Cook, DuPage And Will Counties, Illinois
  - J. Ordinance O-53-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$1,430,000 Special Service Area No. 1 (Route 83 And Main Street) Special AD Valorem Tax Bonds, Series 2009, Of The Village Of Lemont, Cook, DuPage, And Will Counties, Illinois
  - K. Ordinance O-54-15 Abating The Tax Heretofore Levied For The Year 2015 To Pay Debt Service On \$5,580,000 General Obligation Bonds (Waterworks And Sewerage Alternate Revenue Source), Series 2015A And \$2,690,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015B And \$1,180,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015C Of The Village Of Lemont, Cook, DuPage And Will Counties, Illinois
  - L. Ordinance O-55-15 For The Levying And Assessment Of Taxes For The Village Of Lemont, Cook, Will, And DuPage Counties, Illinois, For The Current Fiscal Year Commencing On May 1, 2015, And Ending On April 30, 2016
  - M. Ordinance O-56-15 Establishing a Street and Bridge Tax
  - N. Ordinance O-57-15 Establishing a Street Lighting Tax
  - O. Ordinance O-58-15 Amending Lemont Municipal Code Chapter 5.04 Section 5.04.060.B: Alcoholic Beverages (Decreasing Number Of Class A-4 Liquor Licenses)
  - P. Resolution R-63-15 Authorizing the Liquor Commissioner to Rebate Certain License Fees
  - Q. Resolution R-64-15 Authorizing Reductions of Letters of Credit for Kettering Subdivision
- Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio; absent.

### III. **MAYOR'S REPORT**

- A. Proclamation – Drunk and Drugged Driving Prevention Month was motioned by Miklos, seconded by Chialdikas, to approve said proclamation.
- B. Taylor Compos of Lemont High School was the recipient of the 2015 Wendy's High School Heisman award.
- C. There are openings for the Art & Culture Commission and the Planning & Zoning Commission. Contact Eileen Donahue.

D. Funds have been released by the State of Illinois to the Village of Lemont which are slowly coming in.

E. Audience Participation

1. Ben Schuster, the attorney representing Palos Park, stated their objection to our annexation as they feel our annexations are illegal.
2. Bill Hennessy, attorney for property near the proposed Equestrian Meadows, also objects to this annexation by the Village of Lemont.

**IV. CLERK'S REPORT**

**A. ORDINANCE**

1. Ordinance O-59-15 Granting Final Planned Unit Development (PUD) Plan Approval For An Eight Unit Residential Development Located in the 500 Block of Porter and Illinois Street, in Lemont, IL (508 Illinois Street). Motion was made by Chialdikas, seconded by Blatzer, to adopt said Ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio; absent.
2. Ordinance O-60-15 Granting Preliminary Plan/Plat Approval And Special Use For A Preliminary Planned Unit Development (PUD) For A Thirty-Four Lot Single-Family Detached Residential Subdivision Located At 12150 Bell Road In Lemont, Illinois (Equestrian Meadows). Motion made by Stapleton, seconded by Chialdikas, to adopt said Ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio; absent.

**V. VILLAGE ATTORNEY REPORT**

**VI. VILLAGE ADMINISTRATOR REPORT**

**VII. BOARD REPORTS**

**VIII. STAFF REPORTS**

- A. Police Department – Provided tips on celebrate responsibility. Hands free devices would make great holiday gifts.

**IX. UNFINISHED BUSINESS – NONE**

**X. NEW BUSINESS - NONE**

**XI. MOTION FOR EXECUTIVE SESSION**

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Probable and Pending Litigation under section 2(c)11 of the Open Meetings Act. Roll Call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio; absent. (Trustee Virgilio arrived at 7:25 p.m.)

**XII. ACTION ON CLOSED SESSION ITEM**

XIII. **MOTION TO ADJOURN**

There being no further business, a motion was made by Sniegowski, seconded by Chialdikas, to adjourn the meeting at 7:45 p.m. VV 6 ayes. Motion passed.

**Village Board**  
**Committee of the Whole Meeting Minutes**  
**January 11, 2016 – 7:00 p.m.**  
**Lemont Village Hall - 418 Main St., Lemont, IL 60439**

**I. Call to Order**

Mayor Reaves called the COW Meeting to Order at 7:00 p.m.

**II. Roll Call**

Present were Trustees, Chialdikas, Miklos, Stapleton, Sniegowski and Virgilio. Trustee Blatzer, absent. Also present, George Schafer, Charity Jones, Mark LaChappell and Linda Molitor. Marc Maton arrived at 7:09 p.m. Trustee Blatzer arrived at 7:20 p.m. Trustee Virgilio departed at 8:57 p.m.

**III. Discussion Items**

**A. HR Green Development Review Process Analysis**

HR Green completed their review of the Village's building and site development permit processes. HR Green gave a presentation of the report based on their extensive interviews with Village staff from the spring of 2015. The full report included conclusions and recommendations. The in-depth report can be found with the online agenda packet.

**B. Visual Identity Update**

Layouts of the logo were shown along with an explanation of how it would be used. Six draft tag lines were provided and discussed for preference to utilize along with the logo. The top two were selected, and the decision to seek other input for final selection was discussed. The branding partners will determine the process on how to move forward with the tag line selection.

**C. Website Redesign**

The current website was last designed in 2009. The current site is not user friendly and the layout prohibits easy access to the available features staff would like to incorporate to enhance the site. Funds were budgeted in FY 15-16, but staff was not aware of additional features at that time that would be a cost savings and enhancement to include at the time of the redesign. The redesign process, including the desired added features was discussed. The redesign contract with our current website provider, CivicPlus, will be up for approval at a future Village Board Meeting.

**D. Village of Lemont & Lemont Township All Hazards Emergency Operations Plan**

The plan was updated and is required to be approved by each political subdivision included in the plan. The plan was reviewed and will be up for approval at a future Village Board Meeting.

**E. FY 15-16 Budget Amendment**

The proposed changes for the FY2015-2016 Operating and Capital Improvement Budget were presented. The changes were various revenue and expenditures items. The changes of the FY 15-16 Budget Amendment will be up for approval at a future Village Board Meeting.

**F. Financial Trends and Preliminary FY 16-17**

Discussion of this item will be deferred to the next COW meeting.

**IV. New Business**

A. **Cross County in Quarry** – An inquiry was made by a company wanting to host a cross country race in the Quarry area. The company would handle all aspects of the race. The Board did not see any issues with the concept.

B. **Officer OT Rate for Special Events** – An inquiry was made by a taxing body regarding the rate being charged for Police Officers for special events. Village Administrator and Police Chief will meet with them to discuss the rates charged.

**V. Audience Participation**

**VI. Adjourned at 9:56p.m.**



# Payment Register

From Payment Date: 1/12/2016 - To Payment Date: 1/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
13349	01/25/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$950.00		
	Invoice		Date	Description		Amount			
	16-01-01-4003		01/01/2016	Series 2012A bond fees #4003		\$475.00			
	16-01-01-5002		01/01/2016	Series 2012B bond fees #5002		\$475.00			
13350	01/25/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$475.00		
	Invoice		Date	Description		Amount			
	16-01-01-9001		01/01/2016	Series 2008 bonds fees #9001		\$475.00			
13351	01/25/2016	Open			Accounts Payable	American Express	\$97.11		
	Invoice		Date	Description		Amount			
	16-01-07		01/07/2016	6-41000 Green Day and Meeting supplies		\$97.11			
13352	01/25/2016	Open			Accounts Payable	AT&T Illinois	\$112.00		
	Invoice		Date	Description		Amount			
	15-12-1261		01/01/2016	142021261 - Village Hall internet		\$50.00			
	16-01-9005		01/01/2016	126379005 - metra station internet		\$62.00			
13353	01/25/2016	Open			Accounts Payable	Automatic Control Services	\$3,116.00		
	Invoice		Date	Description		Amount			
	3399		01/04/2016	well 5 softener control panel		\$3,116.00			
13354	01/25/2016	Open			Accounts Payable	Avalon Petroleum Company	\$6,317.75		
	Invoice		Date	Description		Amount			
	554424		12/18/2015	1082 gals unl fuel		\$1,871.86			
	554468		12/23/2015	361 gals unl fuel		\$611.89			
	016545		12/28/2015	1100 gals unl fuel		\$1,716.00			
	554517		12/31/2015	1200 gals unl fuel		\$2,118.00			
13355	01/25/2016	Open			Accounts Payable	Azavar Audit Solutions	\$2,272.57		
	Invoice		Date	Description		Amount			
	11525		01/01/2016	Jan 2016 utility audit contingency pmt		\$2,272.57			
13356	01/25/2016	Open			Accounts Payable	Call One	\$2,037.35		
	Invoice		Date	Description		Amount			
	16-01-15		01/15/2016	1010-7801-0000 v.h., p.d., p.w. phones		\$2,037.35			
13357	01/25/2016	Open			Accounts Payable	Castletown Homes, Inc.	\$15,300.00		
	Invoice		Date	Description		Amount			
	2014-00000818		01/12/2016	refund clean up deposit -		\$1,000.00			
	16-01-21		01/21/2016	escrow refund - Bella Strada Case 2006-08		\$14,300.00			
13358	01/25/2016	Open			Accounts Payable	Chicago Badge & Insignia Co.	\$88.19		
	Invoice		Date	Description		Amount			
	13987		12/28/2015	badges		\$88.19			
13359	01/25/2016	Open			Accounts Payable	Chicago Parts Sound, LLC	\$172.29		
	Invoice		Date	Description		Amount			
	731695		01/11/2016	Parts		\$60.59			
	731694		01/11/2016	Parts		\$111.70			
13360	01/25/2016	Open			Accounts Payable	Chief Supply/Law Enforcement Supply	\$454.39		
	Invoice		Date	Description		Amount			
	434134		12/29/2015	Radio Batteries		\$239.94			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	438239		01/06/2016		230385 - batteries		\$214.45		
13361	01/25/2016	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	FEB 2016		01/12/2016	security camera maintenance		\$2,430.00			
13362	01/25/2016	Open			Accounts Payable	Comcast Cable	\$535.67		
	Invoice		Date	Description		Amount			
	16-01-2700		01/04/2016	8771 20 147 0042700 p.d. cable/internet		\$258.83			
	16-01-9805		01/04/2016	8771 20 147 0039805 v.h. cable/internet		\$221.46			
	15-12-3371		12/26/2015	8771 20 147 0343371 p.d. digital voice		\$55.38			
13363	01/25/2016	Open			Accounts Payable	ComEd	\$931.10		
	Invoice		Date	Description		Amount			
	16-01-2063		01/08/2016	1443022063 - street lights - KA Steel path		\$30.47			
	16-01-3015		01/07/2016	0432203015 - street lights - 44 Stephen St		\$140.88			
	16-01-3016		01/08/2016	9338003016 - street lights - houston 1N schultz		\$19.88			
	16-01-4009		01/07/2016	0348764009 - street lights - 47 Stevens St		\$70.26			
	16-01-7033		01/08/2016	2213017033 - Main St lift station - bell rd, main st		\$111.19			
	16-01-9011		01/06/2016	6534089011 - street lights - 411 Singer Ave Rear		\$527.88			
	16-01-0155		01/11/2016	1515080155 - street lights - 451 Talcott		\$30.54			
13364	01/25/2016	Open			Accounts Payable	Constellation Energy Services Inc	\$25,271.13		
	Invoice		Date	Description		Amount			
	60989786		01/04/2016	IL-EL-1132881-0 - electricity		\$25,271.13			
13365	01/25/2016	Open			Accounts Payable	Cook County Recorder of Deeds	\$964.00		
	Invoice		Date	Description		Amount			
	27212312015		12/31/2015	Outside Services-other		\$964.00			
13366	01/25/2016	Open			Accounts Payable	Cylinders Inc.	\$436.30		
	Invoice		Date	Description		Amount			
	38392		01/11/2016	Parts		\$436.30			
13367	01/25/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description		Amount			
	48458105		12/28/2015	01/11/16-02/10/16 lease pmt		\$602.00			
13368	01/25/2016	Open			Accounts Payable	EJ USA, Inc.	\$114.00		
	Invoice		Date	Description		Amount			
	3920479		01/05/2016	repair parts		\$114.00			
13369	01/25/2016	Open			Accounts Payable	Emergency Vehicle Technologies	\$5,824.15		
	Invoice		Date	Description		Amount			
	3670		12/11/2015	install lights & siren 15-04		\$2,889.55			
	3672		12/11/2015	window tint 15-03, 15-04		\$550.00			
	3671		12/11/2015	install lights & siren 15-03		\$2,384.60			
13370	01/25/2016	Open			Accounts Payable	Fastenal Company	\$142.08		
	Invoice		Date	Description		Amount			
	ILROM57791		12/30/2015	parts		\$142.08			
13371	01/25/2016	Open			Accounts Payable	First Communications	\$1,515.42		
	Invoice		Date	Description		Amount			
	13001478		01/06/2016	1FC022002003109		\$1,515.42			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13372	01/25/2016	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$27,447.23		
	Invoice		Date	Description		Amount			
	15268-1		11/02/2015	Forkan Property		\$156.00			
	15206-2		11/02/2015	East Side Annexation Study		\$4,171.50			
	06028-62		11/02/2015	General Engineering		\$546.00			
	15164-3		11/02/2015	MWRD plats		\$107.50			
	13186-7		11/02/2015	Bell Rd Utility Extension		\$472.00			
	15294-1		11/02/2015	Plat of Annexation		\$451.00			
	13323-3		11/02/2015	Athen Knolls Lot 16		\$825.25			
	13392-6		11/02/2015	I & M Canal engineering		\$160.00			
	15053-2		11/02/2015	East Sanitary Sewer & Water Main Extension		\$16,672.15			
	04108-4		11/10/2015	Limestone Subdivision - Case 2002-14		\$1,149.83			
	04151-16		11/10/2015	Krystyna Crossing Subdivision - Case 2004-06		\$1,326.00			
	06232-2		11/10/2015	Ashbury Subdivision Unit 3 - Case 2006-13		\$1,410.00			
13373	01/25/2016	Open			Accounts Payable	Great Southwest Recreation, LLC	\$1,147.49		
	Invoice		Date	Description		Amount			
	16-01-15		01/15/2016	Feb 2016 payment		\$1,147.49			
13374	01/25/2016	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$640.00		
	Invoice		Date	Description		Amount			
	2013067		01/05/2016	I.T. Support		\$640.00			
13375	01/25/2016	Open			Accounts Payable	Hawkins, Inc.	\$2,841.08		
	Invoice		Date	Description		Amount			
	3821449		12/30/2015	Brine Pump		\$2,841.08			
13376	01/25/2016	Open			Accounts Payable	Illinois Municipal League	\$1,500.00		
	Invoice		Date	Description		Amount			
	2016		12/22/2015	membership dues - C Smollen M-314		\$1,500.00			
13377	01/25/2016	Open			Accounts Payable	Illinois State Police	\$208.25		
	Invoice		Date	Description		Amount			
	15-12-31		12/31/2015	Cost Center: 01600		\$119.00			
	15-10-31		10/31/2015	Cost Center: 01600		\$59.50			
	15-09-30		09/30/2015	Cost Center: 01600		\$29.75			
13378	01/25/2016	Open			Accounts Payable	IRMA	\$166,565.42		
	Invoice		Date	Description		Amount			
	16-01-02		01/02/2016	Dec 2015 deductibles (net)		\$3,401.42			
	SALES0014867		01/02/2016	2016 annual contribution		\$163,024.00			
	IVC0009479		11/12/2015	10/29/15 Summit meeting		\$140.00			
13379	01/25/2016	Open			Accounts Payable	Kustom Signals, Inc.	\$178.00		
	Invoice		Date	Description		Amount			
	522521		12/22/2015	radar repairs		\$178.00			
13380	01/25/2016	Open			Accounts Payable	Lemont Express Car Wash, LLC	\$535.00		
	Invoice		Date	Description		Amount			
	15-12-31 LEMA		12/31/2015	Oct-Dec 2015 vehicle washes-LEMA		\$20.00			
	15-12-31		12/31/2015	Oct-Dec 2015 vehicle washes-P.D.		\$515.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13381	01/25/2016	Open			Accounts Payable	Maifinance	\$1,380.00		
	Invoice		Date	Description		Amount			
	N5710844		01/04/2016	lease payment		\$1,380.00			
13382	01/25/2016	Open			Accounts Payable	Menards	\$138.80		
	Invoice		Date	Description		Amount			
	77075		12/29/2015	supplies		\$138.80			
13383	01/25/2016	Open			Accounts Payable	Metropolitan Water Reclamation District	\$1,948.72		
	Invoice		Date	Description		Amount			
	14496-2015		01/01/2016	user charge		\$727.62			
	14485-2015		01/01/2016	user charge		\$278.02			
	25596-2015		01/01/2016	user charge		\$471.54			
	26603-2015		01/01/2016	user charge		\$471.54			
13384	01/25/2016	Open			Accounts Payable	Monroe Truck Equipment	\$59.80		
	Invoice		Date	Description		Amount			
	311643		01/11/2016	Parts		\$59.80			
13385	01/25/2016	Open			Accounts Payable	Morris Engineering, Inc.	\$6,420.00		
	Invoice		Date	Description		Amount			
	15-05471		01/12/2016	Dec 2015 reviews		\$6,420.00			
13386	01/25/2016	Open			Accounts Payable	New World Systems Corporation	\$4,092.00		
	Invoice		Date	Description		Amount			
	047158		12/31/2015	EMisc Billing & FM DSS Software		\$1,852.00			
	047159		12/31/2015	EMisc Billing & FM DSS Software		\$2,240.00			
13387	01/25/2016	Open			Accounts Payable	NiCor Gas	\$131.85		
	Invoice		Date	Description		Amount			
	16/01-2382 4		01/04/2016	88-84-93-2382 4 glens of connemara l/s		\$27.35			
	16/01-2000 4		01/04/2016	04-46-52-2000 4 well #4		\$78.27			
	16/01-2000 6		01/11/2016	69-98-10-2000 6 oak tree ln l/s		\$26.23			
13388	01/25/2016	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$112.00		
	Invoice		Date	Description		Amount			
	1009220309		12/29/2015	post offer physical & drug screen		\$112.00			
13389	01/25/2016	Open			Accounts Payable	Passport Parking, Inc.	\$224.96		
	Invoice		Date	Description		Amount			
	2786		12/31/2015	Dec 2015 Metra Mobile Pay		\$224.96			
13390	01/25/2016	Open			Accounts Payable	PCM/TigerDirect Business	\$107.38		
	Invoice		Date	Description		Amount			
	S93594060002		12/16/2015	USB		\$107.38			
13391	01/25/2016	Open			Accounts Payable	Proven Business Systems, LLC	\$624.18		
	Invoice		Date	Description		Amount			
	287149		01/06/2016	V.H. Canon copier usage		\$624.18			
13392	01/25/2016	Open			Accounts Payable	Quill Corporation	\$55.19		
	Invoice		Date	Description		Amount			
	1905966		01/04/2016	office supplies		\$55.19			

# Payment Register

From Payment Date: 1/12/2016 - To Payment Date: 1/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13393	01/25/2016	Open			Accounts Payable	Rag's Electric	\$1,466.41		
	Invoice		Date	Description			Amount		
	20435		12/15/2015	street light inspection - Case 2004-06 Krystyna Crossing			\$170.25		
	4827-19		12/31/2015	Dec 2016			\$1,000.00		
	20506-B		12/31/2015	light parts			\$296.16		
13394	01/25/2016	Open			Accounts Payable	Rainbow Printing	\$161.95		
	Invoice		Date	Description			Amount		
	411616		01/08/2016	#10 utility bill window envelopes			\$161.95		
13395	01/25/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$1,358.53		
	Invoice		Date	Description			Amount		
	1573095-IN		12/31/2015	uniforms MM			\$128.98		
	1601273-IN		01/08/2016	ammunition			\$1,169.75		
	1601272-IN		01/08/2016	uniforms JRT			\$59.80		
13396	01/25/2016	Open			Accounts Payable	Reed's Automotive Enterprises	\$35.00		
	Invoice		Date	Description			Amount		
	15-12-19		12/19/2015	tow LEMA 04			\$35.00		
13397	01/25/2016	Open			Accounts Payable	Shaw Media	\$418.92		
	Invoice		Date	Description			Amount		
	121510074590		12/31/2015	public notice			\$418.92		
13398	01/25/2016	Open			Accounts Payable	Sosin & Arnold, Ltd.	\$1,000.00		
	Invoice		Date	Description			Amount		
	91690		12/31/2015	Dec 2015 adjudication			\$1,000.00		
13399	01/25/2016	Open			Accounts Payable	Southwest Digital Printing, Inc.	\$114.53		
	Invoice		Date	Description			Amount		
	11-11ma15		11/01/2015	Nov 2015 plotter maintenance			\$50.00		
	1-30mr		01/06/2016	10/30/15-01/04/16 usage			\$14.53		
	1-11ma16		01/01/2016	Jan 2016 plotter maintenance			\$50.00		
13400	01/25/2016	Open			Accounts Payable	Swim & Sport Team Outfitters	\$222.48		
	Invoice		Date	Description			Amount		
	1818		12/29/2015	safety vests			\$222.48		
13401	01/25/2016	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$8,510.25		
	Invoice		Date	Description			Amount		
	2015-12		01/01/2016	Dec 2015 reviews and inspections			\$8,510.25		
13402	01/25/2016	Open			Accounts Payable	Terminal Supply Co.	\$203.32		
	Invoice		Date	Description			Amount		
	74743-01		01/07/2016	Parts			\$203.32		
13403	01/25/2016	Open			Accounts Payable	TigerDirect, Inc.	\$367.14		
	Invoice		Date	Description			Amount		
	L82449850101		11/06/2015	server equipment			\$369.60		
	L83167950101-		11/23/2015	credit for Sales Tax charged in error			(\$2.46)		
13404	01/25/2016	Open			Accounts Payable	TKB Associates, Inc	\$225.00		
	Invoice		Date	Description			Amount		
	11775		01/04/2016	Laserfiche service call			\$225.00		

# Payment Register

From Payment Date: 1/12/2016 - To Payment Date: 1/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13405	01/25/2016	Open			Accounts Payable	Total Parking Solutions Inc.	\$304.00		
	Invoice		Date	Description		Amount			
	103293		01/08/2016	supplies		\$304.00			
13406	01/25/2016	Open			Accounts Payable	Tressler, LLP	\$30,743.03		
	Invoice		Date	Description		Amount			
	367562		01/13/2016	Dec 2016 legal		\$8,942.57			
	367563		01/13/2016	Dec 2016 general services		\$21,580.46			
	367564		01/13/2016	Dec 2016 services		\$220.00			
13407	01/25/2016	Open			Accounts Payable	Tyco Integrated Security, LLC	\$750.00		
	Invoice		Date	Description		Amount			
	25753413		01/09/2016	02/01/16-04/30/16 service		\$150.00			
	25753415		01/09/2016	02/01/16-04/30/16 service		\$150.00			
	25753417		01/09/2016	02/01/16-04/30/16 service		\$150.00			
	25753416		01/09/2016	02/01/16-04/30/16 service		\$150.00			
	25753419		01/09/2016	02/01/16-04/30/16 service		\$150.00			
13408	01/25/2016	Open			Accounts Payable	Urban Forest Management, Inc.	\$761.25		
	Invoice		Date	Description		Amount			
	151217		01/12/2016	review revised application		\$145.00			
	151215		01/12/2016	review and report - Case 15-15 - 16548 New Ave		\$145.00			
	151216		01/12/2016	review and report - Case 2009-01 - Courtyards of Briarcliffe		\$471.25			
13409	01/25/2016	Open			Accounts Payable	Verizon Wireless	\$109.71		
	Invoice		Date	Description		Amount			
	9758274720		01/03/2016	685282853-00001		\$109.71			
13410	01/25/2016	Open			Accounts Payable	WEX Fleet Universal	\$414.54		
	Invoice		Date	Description		Amount			
	43479664		12/31/2015	Dec 2015 retail fuel purchases		\$414.54			
13411	01/25/2016	Open			Accounts Payable	Zee Medical Inc.	\$52.54		
	Invoice		Date	Description		Amount			
	0100034790		01/11/2016	009179 - V.H. first aid cabinet supplies		\$52.54			
13412	01/25/2016	Open			Accounts Payable	CARA	\$550.00		
	Invoice		Date	Description		Amount			
	2016-05-07		01/19/2016	5/7/16 Quarryman Challenge Race application fee		\$550.00			
13413	01/25/2016	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice		Date	Description		Amount			
	16-01-04		01/04/2016	D Solakiewicz		\$30.00			
13414	01/25/2016	Open			Accounts Payable	Illinois State Treasurer	\$5.00		
	Invoice		Date	Description		Amount			
	16-01-04		01/04/2016	D Solakiewicz		\$5.00			
13415	01/25/2016	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	16-01-04		01/04/2016	D Solakiewicz		\$30.00			
13416	01/25/2016	Open			Accounts Payable	Alba Construction	\$6,500.00		
	Invoice		Date	Description		Amount			
	2013-00010718		01/19/2016	refund bonds - 14291 131st St		\$6,500.00			

# Payment Register

From Payment Date: 1/12/2016 - To Payment Date: 1/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
13417	01/25/2016	Open			Accounts Payable	Aqua Pools Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000234		01/12/2016	refund clean up deposit - 12470 Briarcliffe Dr		\$1,000.00			
13418	01/25/2016	Open			Accounts Payable	Automatic Fire Systems Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2014-00000891		01/11/2016	refund clean up deposit - 11500 Theresa Dr		\$1,000.00			
13419	01/25/2016	Open			Accounts Payable	Chicago Tribune Media Group	\$303.22		
	Invoice		Date	Description		Amount			
	002438858		12/31/2015	public notice		\$303.22			
13420	01/25/2016	Open			Accounts Payable	Cook County Clerk	\$10.00		
	Invoice		Date	Description		Amount			
	698161		01/04/2016	record notary public appointment for M Gracia		\$10.00			
13421	01/25/2016	Open			Accounts Payable	Cook County Clerk	\$10.00		
	Invoice		Date	Description		Amount			
	698171		01/04/2016	record notary public appointment for J Margalus		\$10.00			
13422	01/25/2016	Open			Accounts Payable	Fine Line BT Corp	\$1,000.00		
	Invoice		Date	Description		Amount			
	2015-00000342		01/11/2016	refund clean up deposit - 14228 McCarthy Plaza		\$1,000.00			
13423	01/25/2016	Open			Accounts Payable	Karounas, Nick & Helen	\$1,000.00		
	Invoice		Date	Description		Amount			
	080432		01/12/2016	refund clean up deposit		\$1,000.00			
13424	01/25/2016	Open			Accounts Payable	MVP Fire Systems Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2013-00010741		01/11/2016	refund clean up deposit - 1270 Franciscan Dr		\$1,000.00			
13425	01/25/2016	Open			Accounts Payable	SJ of Lemont LLC	\$500.00		
	Invoice		Date	Description		Amount			
	2015-00000342(T)		01/11/2016	refund Temp CO Bond - 14228 McCarthy Rd		\$500.00			
13426	01/25/2016	Open			Accounts Payable	Machacek, Margaret	\$100.00		
	Invoice		Date	Description		Amount			
	16-01-15		01/15/2016	reimbursement - Wellness Program expenses		\$100.00			
13427	01/25/2016	Open			Accounts Payable	Schmitz, Brian	\$37.45		
	Invoice		Date	Description		Amount			
	16-01-13		01/13/2016	reimbursement - EMAT training meals		\$37.45			
Type Check Totals:					79 Transactions		\$346,810.12		
EFT									
157	01/21/2016	Open			Accounts Payable	Southwest Agency for Health Management	\$95,616.21		
	Invoice		Date	Description		Amount			
	2016-00001031		01/19/2016	Feb 2016 health & dental premiums		\$95,616.21			
Type EFT Totals:					1 Transactions		\$95,616.21		
FM-Clearing - Accounts Payable Totals									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	79	\$346,810.12	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 1/12/2016 - To Payment Date: 1/25/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Stopped		0	\$0.00	\$0.00
					Total		79	\$346,810.12	\$0.00
<b>EFTs</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		1	\$95,616.21	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		1	\$95,616.21	\$0.00
<b>All</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		80	\$442,426.33	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		80	\$442,426.33	\$0.00
<b>Grand Totals:</b>									
<b>Checks</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		79	\$346,810.12	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		79	\$346,810.12	\$0.00
<b>EFTs</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		1	\$95,616.21	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		1	\$95,616.21	\$0.00
<b>All</b>									
					Status		Count	Transaction Amount	Reconciled Amount
					Open		80	\$442,426.33	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		80	\$442,426.33	\$0.00



# **Village Board**

## **Agenda Memorandum**

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**To:** Mayor & Village Board  
**From:** Chief Marc R. Maton  
**Subject:** **Amendment to the Annual Fee Ordinance**

**Date:**  
01-25-16

### **BACKGROUND/HISTORY**

With the increasing costs to maintain, operate and service the outside agency range use program, the Police Department is requesting a usage fee increase to the Annual Fee Ordinance. The Village of Lemont currently charges \$50.00 per day for an outside agency to use the Lemont Police Department Range. A request to increase the fee to \$100.00 per day to the outside agencies is before you to cover the maintenance, operation and administrative time consumed.

**RECOMMENDATION** : Staff recommends passage

### **ATTACHMENTS (IF APPLICABLE)**

**Ordinance**

### **SPECIFIC VILLAGE BOARD ACTION REQUIRED**

Approval at the upcoming Village Board Meeting

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

**Annual Fee Ordinance**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 25<sup>th</sup> DAY OF JANUARY 2016**

**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 25<sup>th</sup> DAY OF JANUARY 2016**

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

**Annual Fee Ordinance**

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

**SECTION 1:**

CREATES AN ORDINANCE ESTABLISHING FEE, CHARGES, RATES AND REGULATORY MEASURES FOR FY 2015-16

**SECTION 2:**

It is intended that the fees, charge, rates and regulatory measures set forth herein will be reviewed periodically by the President and Board of Trustees. Accordingly, some or all of the provisions of this Ordinance may be amended from time to time.

**SECTION 3: SCHEDULE OF FEES, CHARGES AND RATES.**

**Delinquent Fees** - the Village shall receive a reimbursement of \$25.00 for returned checks to the Village of Lemont.

**General Business License Fee (5.02.040)** - \$50.00

**Tobacco Dealer License Fee (5.06.020 (C))** - \$50.00

**Food Service Establishment Inspections Fee (5.08.030)** - \$280.00

**Solicitation Fee (5.11.050(C))** - \$150.00~~0~~

**Special Event Permit Fee (5.12.010 (C))** - \$25.00

**Special Event Expedited Fee** - \$100.00

**Food Delivery Vehicle License Fee (5.12.020 (A))** - \$50.00

**Coin-Operated Amusement Device License Fee (5.12.030 (C))** - \$50.00

**Junk Dealer License Fee (5.12.040 (A))** - \$50.00

**Bed and Breakfast Establishment License Fee (5.12.060 (B))** - \$50.00

**Hotel License (5.12.070 (B))** - \$50.00

**Solid Waste and Recycling Collection License (5.12.080)** - \$1,000.00

**Consignment Stores (5.12.090 (D))** - \$50.00

**Billable Police Officer Rate** - \$61.50 per hour overtime rate

**Police Range Fee** - \$100 per day

**Contractor License (5.14.040 (A))**

**General Contractors** - \$200.00

**All other contractors** - \$75.00

**Outdoor Dining/Sidewalk Café Application (5.16.040 (G))** - \$50.00

**Animal Impound Fee** - \$20/per day

**Excessive False Alarms (9.08.030)** - Upon any alarm system producing a fourth, fifth, sixth or seventh false alarm in a calendar year, a fee of \$10 per false alarm shall be charged to the subscriber.

1. The following fee schedule shall be used for each additional false alarm:
  - a. Eighth, ninth, tenth and eleventh false alarms in a calendar year, a fee of \$25 per false alarm shall be assessed;
  - b. Twelve or more false alarms in a calendar year, a fee of \$50 per false alarm shall be assessed.
2. All fees assessed must be paid to the village finance department, or a written appeal must be submitted to the village administrator within three days of the fee assessment.

**Commuter Parking Fees (10.22.020)**

1. The fee for each such permit shall be as follows:
  - a. Quarterly permit, \$60;
  - b. Six-month permit, \$110;
  - c. Annual permit, \$220.
2. These permit fees shall be effective for permits sold beginning January 2015.
3. The fee for daily designated parking spaces shall be one dollar and fifty cents (\$1.50) per day. The payment of such fee shall be paid in advance by depositing said sum in a designated depository.

**Vehicle Licenses (10.32.010)**

Motorcycles or motor bicycles	\$78.00
Passenger vehicles	96.00
Trucks "B" license (pickup and R. V.)	120.00
Trucks "D" and "F" licenses	210.00
Trucks "H" and "J" through "Z"	246.00
Buses and motor homes	114.00
Antique vehicle	12.00
Transfer or replacement licenses	6.00

**Vehicle License - Senior Citizen Discount (10.32.022)**

Passenger vehicles	\$32.00 (first vehicle), \$64.00 (each additional vehicle)
Trucks "B" license (pickup and R.V.)	\$40.00 (first vehicle), \$80.00 (each additional vehicle)

**Excavation Permit Fee (12.20. 040) - \$25.**

**Construction of Utility Facilities in the Public Right of Way Application Fee (12.30.040)**

All applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$250.

**Water for Construction (13.08.050)**

<b>Deposits</b>
\$150.00 per meter
\$50.00 per backflow preventor (if necessary)

All deposits are to be paid in full prior to the meter being issued.
<b>Meter Rental Fees</b>
\$50.00 per month
\$10.00 per day
<b>Meter Usage Rates</b>
\$50.00 minimum -- 4,000 gallon or less
\$10.00 for each additional 1,000 gallons

**Water Rates - (13.08.060)**

Water service effective after September 30, 2009 shall be charged in accordance with the following schedule:

1. Single-family residence, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
2. Single business building, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
3. Multiple-family residence, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
4. Multiple business building, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;
5. Residential-business building, twenty-eight dollars and seventy-three cents (\$28.73) minimum charge, plus five dollars and seventy cents (\$5.70) per one thousand gallons for each one thousand gallons in excess of four thousand gallons;

Water service effective after September 30, 2010, and annually thereafter, shall be increased in accordance with the following schedule unless the village "proves-up" the coverage on any outstanding bonds per the most recent audit and determines that the rate increase may be reduced:

1. Single-family residence, the minimum charge shall be increased by three percent annually, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually;
2. Single business building, the minimum charge shall be increased by three percent annually, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually;
3. Multiple-family residence, the minimum charge shall be increased by three percent annually per dwelling unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per dwelling unit;
4. Multiple business building, the minimum charge shall be increased by three percent annually per business unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per business unit;
5. Residential-business building, the minimum charge shall be increased by three percent annually per residential or business unit, plus the per one thousand gallons charge for each one thousand gallons in excess of four thousand gallons shall be increased by two percent annually per residential or business unit.

**Water Rates Senior Citizen Discount (13.08.070)**

Senior Citizens are eligible to receive a discount of 50% of the water service rate that would have been otherwise charged without the application of the aforementioned discount.

**Water Turn-On Fee (13.08.080) - \$50**

**Sewer Rates (13.09.020)**

1. Single-family residence, twenty-five dollars (\$25);
2. Single-business building, twenty -five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallons;

3. Multiple-family residence, twenty-five dollars (\$25) minimum charge plus twenty-five cents per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per dwelling unit;
4. Multiple-business building, twenty-five dollars (\$25) minimum charge plus twenty-five cent per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per business unit;
5. Residential business building, twenty-five dollars (\$25) minimum charge plus twenty-five cent per one thousand gallons for each one thousand gallons in excess of twenty thousand gallon allowance per residential or business unit.

**Sewer Rates Senior Citizen Discount (13.09.070)**

Fixed rate of seventeen dollars and fifty cents (\$17.50)

**Contamination Cleanup Cost- Water Service Reconnection Fee (13.12.050) - \$10**

**Clean-Up Bond (15.00.070) - \$1,000 (refundable)**

**Violation Fees (15.00.160)** – Any person, firm or corporation violating any provisions of this Chapter shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each offense.

**Late Fees (15.02.090)**

New building construction work started prior to issuance of permit - \$1,000

Other construction work started prior to issuance of permit - \$50

**Inspections (15.00.090 and 15.02.080)** - Reinspection Fee - First Reinspection \$85; Subsequent Reinspections - \$110

**Outside Agency Inspection Fees (15.02.120)** – Review and fees performed by third party agency – actual cost plus 20% for administrative processing.

**Certificate of Occupancy (15.00.110(e))** - Temporary Occupancy -\$500 (refundable)

Certificate of Appropriateness for Building Demolition - \$250

Escrow for Certificate of Appropriateness for Building Demolition - \$750

**Building Permit Fees (15.02)**

**New Single Family, Duplex and Townhouse Building Permit Fees (15.02.010 (a))**

Building Permit and Inspection Fee	\$0.25 per ft <sup>2</sup>
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	(basement and garage included)
	Minimum Charge \$1,200.00

**New Multifamily/Nonresidential Buildings or additions/renovations to existing structures (15.02.010( b))**

Building Valuation/Construction Cost	
\$ 0.00 and up to \$ 2,499.99	\$ 50.00
\$ 2,500.00 and up to \$ 3,999.99	\$ 75.00
\$ 4,000.00 and up to \$ 5,999.99	\$ 100.00
\$ 6,000.00 and up to \$ 7,999.99	\$ 125.00
\$ 8,000.00 and up to \$ 9,999.99	\$ 155.00
\$ 10,000.00 and up to \$ 12,499.99	\$ 200.00
\$ 12,500.00 and up to \$ 14,999.99	\$ 225.00
\$ 15,000.00 and up to \$ 17,499.99	\$ 250.00
\$ 17,500.00 and up to \$ 19,999.99	\$ 300.00
\$ 20,000.00 and up to \$ 24,999.99	\$ 350.00
\$ 25,000.00 and up to \$ 29,999.99	\$ 400.00
\$ 30,000.00 and up to \$ 39,999.99	\$ 450.00
\$ 40,000.00 and up to \$ 49,999.99	\$ 550.00
\$ 50,000.00 and up to \$ 74,999.99	\$ 750.00
\$ 75,000.00 and up to \$ 99,999.99	\$ 925.00
\$ 100,000.00 and up to \$ 124,999.99	\$ 1,150.00
\$ 125,000.00 and up to \$ 149,999.99	\$ 1,375.00
\$ 150,000.00 and up to \$ 174,999.99	\$ 1,600.00
\$ 175,000.00 and up to \$ 200,000.00	\$ 1,800.00
\$ 200,000.00 and up to \$ 999,999.99	\$ 1,800.00 for first \$200,000.00 + \$7.50 for each additional \$1,000.00 (or fraction thereof) above \$200,000.00
\$ 1,000,000.00 and above	\$ 7,750.00 for first \$1,000,000.00 + \$6.25 for each additional \$1,000.00 (or fraction thereof) above \$ 1,000,000.00

**Plan Review - In-house (15.02.020(b))**

Building (commercial and multifamily)	
0 to 60,000 ft <sup>3</sup>	\$ 325.00
60,001 to 80,000	\$ 400.00

80,001 to 100,000	\$510.00
100,001 to 150,000	\$ 585.00
150,001 to 200,000	\$ 665.00
Over 200,000 per 10,000 or fraction thereof	\$ 5.00
Mechanical	0.25 x Building Fee
Electrical	0.25 x Building Fee
Plumbing	0.25 x Building Fee
Single-Family/Townhomes	\$ 375.00/dwelling unit
Additional reviews, in excess of 2	\$100.00 each
Remodeling/Additions	\$250.00

**Additional Permit Fees (15.02.030)**

Construction trailer	\$100.00
Driveways	\$100.00
Lawn sprinkler systems	
- Less than 75 heads - Over 75 heads	\$60.00 \$30.00 each additional 50 heads or fraction thereof
Re-roof (residential single-family only)	\$50.00
Sewer/water repair	\$85.00
Sheds (120 sq. ft. or less)	\$85.00
Signs (permanent) Additional fee for electrical connection	\$1.25/sq. ft. - \$50.00 minimum
Temporary tents	\$80.00
Commercial occupancy permit	\$165.00

**Plumbing Fees (15.02.040)**

A. New Construction.

New single-family, duplex and townhouse buildings	\$325.00
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Plumbing permit fees for new construction other than that listed above will be combined with the building permit fee as figured in Section 15.20.010(B) of this title. This fee will be based on total construction costs and include all structural, electrical, plumbing, mechanical, interior and exterior finishes and normal site preparation.

B. Except as provided above, the permit fees for plumbing work shall be as indicated in the following schedule:

1. Three (3) fixtures or less	\$60.00
2. Each additional fixture or opening	\$6.00
(Items to be counted as fixtures include, without limitation: water closets, bidets, lavatories, bathtubs, hot water heaters, showers, kitchen sinks, utility sinks, drinking fountains, urinals, ejector pits, sump pits, floor drains, and dishwashing machines).	
3. Fire sprinkler systems:	
100 heads or less	\$180.00
Over 100 heads	+\$60.00/additional
100 heads or fraction thereof	
4. Lawn sprinkler systems:	
75 sprinkler heads or less	\$60.00
Over 75 sprinkler heads	+\$30.00/additional
50 heads or fraction thereof	
5. Water connection charges to connect to the village water distribution system shall be as follows:	
a. Single-family	\$2,500.00/dwelling unit
b. Duplex, townhome, and multifamily	\$2,500.00 per dwelling unit
c. Motels, hotels, institutional, commercial and industrial buildings:	
Water Service Lines	
1&Prime;	\$2,500.00
1-1/4&Prime; up to and including 2&Prime;	\$3,000.00
2-1/2&Prime; up to and including 3&Prime;	\$4,500.00
4&Prime;	\$6,000.00
5&Prime;	\$7,500.00
6&Prime;	\$9,000.00
8&Prime;	\$10,500.00
10&Prime; or greater	\$12,000.00
d. Connection charges shall not be applicable to any current water customer who may be connected to a water service line rather than directly to the village water system.	
e. Water connection charges for any hotel, motels, institutional, commercial or industrial building shall be waived if all the following conditions apply:	
i. The water connection charge is solely related to an upgraded service connection required for the installation of a fire sprinkler system.	
ii. The building or structure was constructed prior to January 1, 1998.	
iii. A water service connection existed prior to January 1, 1998.	
6. Water meters:	
a. All meters	Cost plus installation
b. Handling fee	\$120.00
7. Sewer connection charges (connect to village sanitary sewer system):	

a. Single-family	\$2,500.00/unit
b. Duplex, townhome, multifamily	\$2,500.00/unit
c. Motels and hotels	\$1,000.00/room
d. Institutional, commercial and industrial buildings to be based on size of water service lines and its population equivalents (PE). Connection charges shall be as follows:	
Sewer Service Lines	
1&Prime:	\$2,500.00
1- 1 /4&Prime; up to and including 2&Prime;	\$4,320.00
2- 1 /2&Prime; up to and including 3&Prime;	\$6,480.00
4&Prime; and over	\$9,000.00 + \$240.00 x PE
e. Connection charges shall not be applicable to any current sewer customer who may be connected to a sewer service line rather than directly to the village sanitary sewer system.	

**Mechanical Fees (15.02.050)**

Except as provided in 15.02.050(a), the permit fees for all mechanical work shall be as indicated in the following schedule:

\$0.00 and up to \$15,000.00	\$50.00
\$15,001.00 and over	\$50.00 +\$50.00/\$5,000.00 or fraction thereof

**Electrical Fees (15.02.060)**

A. New Construction.

New single-family, duplex and townhouse buildings	\$325.00
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Electrical permit fees for new construction other than that listed above will be combined with the building permit fee as figured in Section 15.02.010(B) of this chapter. This fee will be based on total construction costs and include all structural, electrical, plumbing, mechanical, interior and exterior finishes and normal site preparation .

B. Except as provided above, the permit fees for all electrical work shall be as indicated in the following schedule:

1. Installations or alterations of electrical services:	
0 to 200 ampere, 3 or 4 wire	\$50.00
201 to 1,000 ampere, 3 or 4 wire	\$75.00
Fees for services in excess of 1,000 amperes shall be computed on the basis of the rating of the service disconnects installed, prorated according to the schedule above.	

2. New fixtures, sockets, or receptacles	\$10.00/circuit
3. Minimum permit fee	\$50.00
4. For each motor or current-consuming device other than lighting fixtures:	
One motor or current-consuming device	\$10.00
Each additional motor or current device	\$5.00
5. Signs	\$ 1.25/sq. ft. - minimum \$50.00

Freestanding signs requiring a separate service shall require an additional service permit based on the fee schedule above.

**Grading Review (15.02.070)**

- Initial Review - \$750
- Additional Reviews- \$100 per additional review

Land Use Application Fees (Appendix A of Chapter 17)

<b>ZONING APPROVAL</b>											
<b>Annexation</b>	\$250 per acre, existing zoning lot, existing dwelling unit, or proposed zoning lot or dwelling unit, whichever is greater. A filing fee of 10% of the total fee, or a minimum of \$250, is payable upon application. The balance is due prior to approval of the final plat of subdivision. If the territory being annexed will not be subdivided, i.e. there be no application for final plat, then the balance is due prior to approval of the annexation.										
<b>Rezoning</b>	Application fees for re-zoning shall be based on total area to be re-zoned as follows:										
	<table> <tr> <td>&lt; 2 acres</td> <td>\$300</td> </tr> <tr> <td>2 to &lt;5 acres</td> <td>\$500</td> </tr> <tr> <td>5 to &lt;10 acres</td> <td>\$750</td> </tr> <tr> <td>10 to &lt; 20 acres</td> <td>\$1,000</td> </tr> <tr> <td>20 acres or more</td> <td>\$1,250</td> </tr> </table>	< 2 acres	\$300	2 to <5 acres	\$500	5 to <10 acres	\$750	10 to < 20 acres	\$1,000	20 acres or more	\$1,250
< 2 acres	\$300										
2 to <5 acres	\$500										
5 to <10 acres	\$750										
10 to < 20 acres	\$1,000										
20 acres or more	\$1,250										
<b>Variation</b>	\$250 per variation										
<b>Appeal</b>	\$500										
<b>Special Use</b>	<table> <tr> <td>&lt; 10 acres</td> <td>\$500</td> </tr> <tr> <td>10 acres or more</td> <td>\$750</td> </tr> </table>	< 10 acres	\$500	10 acres or more	\$750						
< 10 acres	\$500										
10 acres or more	\$750										
<b>SUBDIVISION OF LAND</b>											
<b>Preliminary Plat</b>	<p>Applications for preliminary plat shall be based on total area of subdivision plus the proposed and/or existing number of dwelling units as follows:</p> <table> <tr> <td>&lt; 3 acres</td> <td>\$300</td> </tr> <tr> <td>3 to &lt;5 acres</td> <td>\$600</td> </tr> <tr> <td>5 to &lt;10 acres</td> <td>\$1,000</td> </tr> <tr> <td>10 acres or more</td> <td>\$1,200</td> </tr> </table> <p>plus \$50 per existing and/or proposed dwelling unit</p>	< 3 acres	\$300	3 to <5 acres	\$600	5 to <10 acres	\$1,000	10 acres or more	\$1,200		
< 3 acres	\$300										
3 to <5 acres	\$600										
5 to <10 acres	\$1,000										
10 acres or more	\$1,200										
<b>Final Plat</b>	Applications for final plat shall be based on total area of subdivision plus the										

	<p>proposed and/or existing number of dwelling units as follows:</p> <table> <tr> <td>&lt; 3 acres</td> <td>\$300</td> </tr> <tr> <td>3 to &lt;5 acres</td> <td>\$600</td> </tr> <tr> <td>5 to &lt;10 acres</td> <td>\$1,000</td> </tr> <tr> <td>10 acres or more</td> <td>\$1,200</td> </tr> </table> <p>plus \$25 per existing and/or proposed dwelling unit</p>	< 3 acres	\$300	3 to <5 acres	\$600	5 to <10 acres	\$1,000	10 acres or more	\$1,200
< 3 acres	\$300								
3 to <5 acres	\$600								
5 to <10 acres	\$1,000								
10 acres or more	\$1,200								
<b>Other Plats</b>									
Applications for all other plats will be \$500 per plat									
<b>PUDs</b>									
Planned unit development fees, upon application, shall be the total of the all applicable fees for: annexation, rezoning, special use, and preliminary plat. Additionally, final plat fees shall be paid upon application for final plat approval.									
<b>ESCROW ACCOUNT</b>									
Escrow accounts shall be established with the Village for the following land use applications and in the following amounts:									
Rezoning	\$400								
Zoning Variation	\$400								
Special Use	\$400								
Subdivision	\$750								
Annexation	\$750								
PUDs	\$2,000								
<b>SITE DEVELOPMENT PERMIT FEES</b>									
Site development permit fees are based on the type of development: single-family residential, residential subdivision, or commercial, as indicated below.									
<b>Single-lot residential development</b>	Fee is based on acreage of disturbed area as follows:								
Less than 0.5 acres	\$200								
0.5 acres and less than 2.0 acres	\$500								
More than 2.0 acres, then fee is:	\$700								
<b>Residential Subdivisions</b>	Fee is based on the following formula:								
$(\text{ACRES} \times \$100) + (\text{ENGINEER'S ESTIMATE} \times 0.05)$									
<b>Non-Residential Development</b>	Fee is based on the following formula:								
$(\text{ACRES} \times \$750) + (\text{ENGINEER'S ESTIMATE} \times 0.025)$									
Where "ENGINEER'S ESTIMATE" = the total estimated cost of all on-site public improvements to be installed or constructed.									

**SECTION 4: Effective Date:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law. Each provision of this Ordinance shall remain in full force and effect unless otherwise expressly provided or expressly amended by subsequent ordinance, in which case the amended provision shall be immediately effective.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 25<sup>th</sup> day of January 2016**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

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

# **Village Board**

## **Agenda Memorandum**

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To: Mayor & Village Board

From: George Schafer, Village Administrator

Subject: **AN ORDINANCE APPROVING CLEAR CHANNEL OUTDOOR LEASE AGREEMENT AND ADDENDUM TO LEASE**

Date: January 20, 2016

### **BACKGROUND/HISTORY**

The Village has been acquiring and assembling property within its Gateway TIF District with the goals of spurring economic development for the area. At a previous Board meeting, the Village Board passed an ordinance authorizing the purchase of property at 12775 Main Street. As a stipulation in the agreement, the Village has agreed to the maintenance for a finite period of time, and eventual removal of an existing billboard on the site. The terms of lease agreement are included in the exhibits to the attachment.

### **RECOMMENDATION**

Staff is recommending the attached ordinance and execution of the agreement

### **ACTION REQUIRED**

Motion to Approve Ordinance.

### **ATTACHMENTS**

1. Ordinance
2. Agreements



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

**An Ordinance Approving Clear Channel Outdoor Lease Agreement  
and Addendum to Lease**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 25th DAY OF January 2016**

**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 25th day of January 2016.**

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

**An Ordinance Approving Clear Channel Outdoor Lease Agreement  
and Addendum to Lease**

**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 of the Illinois Municipal Code grants the power to Illinois municipalities having a population of less than 500,000 inhabitants to lease real property owned by the municipality; and

**WHEREAS**, the Village desires to enter into a lease with Clear Channel Outdoor, an Illinois corporation, for the purposes of maintaining and eventually removing the existing outdoor billboard, located in the Village of Lemont; and

**WHEREAS**, the Village will receive monetary compensation for leasing this area; and

**WHEREAS**, the Village believes it is in the best interest of the public to enter into this lease, once the property has transferred ownership from its current owner to the Village of Lemont; and

**WHEREAS**, the term of this lease does not exceed 20 years; and

**WHEREAS**, this ordinance has been approved by three-fourths of the corporate authorities of the Village now holding office.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES 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 ONE:** The foregoing findings and recitals are hereby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

**SECTION TWO:** The Clear Channel Outdoor Lease Agreement, attached as Exhibit A and incorporated in its entirety, is hereby approved.

**SECTION THREE:** The Addendum to Lease with Clear Channel Outdoor, attached as Exhibit B and incorporated in its entirety, is hereby approved.

**SECTION FOUR:** The Village Administrator is authorized to execute the Lease Agreement, Addendum to Lease and to make minor changes to the documents prior to execution which do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 25<sup>th</sup> day of January 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

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

**EXHIBIT A**

**CLEAR CHANNEL OUTDOOR LEASE AGREEMENT**

## CLEAR CHANNEL OUTDOOR LEASE AGREEMENT

Lease No. 34087
Lease Rep. Liaromatis
Effective Date _____

1. This Lease Agreement ("Lease") is effective \_\_\_\_\_ (the "Effective Date") and entered into between Village of Lemont, a(n) Illinois municipal corporation, ("Landlord") and CLEAR CHANNEL OUTDOOR, INC., a Delaware Corporation ("Tenant"). Landlord hereby leases to Tenant the real estate commonly known as 12775 Main Street in the Village of Lemont, in the County of Cook, in the State of Illinois ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Tenant may elect in its sole discretion at any time and from time to time during the term of this Lease, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. This Lease includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. Tenant may lease or license the use of the Structures, or any portion thereof, for any lawful purpose.

2. This Lease shall be in effect commencing on the Effective Date for a term ("Term") that is three (3) years following the "Rent Commencement Date", defined as either (i) the first day of the month after the date construction is completed and all requisite governmental and private permits and approvals are obtained for Tenant's operation of the Structures, or (ii) if this Lease is a renewal of an existing lease, the Rent Commencement Date shall also be the Effective Date. If a governmental or quasi-governmental entity acquires the property, then this Lease shall automatically be extended to the date which is 30 years from the closing date of said acquisition.

3. Beginning on the Effective Date, Tenant shall pay Landlord rent in the amount of One Hundred Dollars (\$100.00) for the period of time prior to the Rent Commencement Date; if any. Beginning on the Rent Commencement Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth on Exhibit B attached hereto.

4. This Lease shall continue in full force and effect for its initial term and thereafter for successive like terms, unless not less than ninety (90) days (and no more than one-hundred twenty (120) days) before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination. During any term of this Lease and for a period of ninety (90) days following the expiration or earlier termination of this Lease, Landlord hereby grants to Tenant a right of first refusal, acceptance of which is exercisable at Tenant's sole discretion, to match the material terms of any offer acceptable to Landlord for the use or purchase of all or any portion of the Property (the "Offer"), which includes, without limitation, similar time periods for performance and investigation as are set forth in the Offer. A copy of all relevant document(s) comprising the Offer shall be delivered to Tenant (the "Offer Documents"). Tenant shall then have twenty (20) days from its receipt of the Offer Documents in which to match the material terms of the Offer by giving notice of acceptance to Landlord. If Tenant rejects the Offer and the Property transfers pursuant to the terms of the Offer, Landlord shall promptly notify Tenant of such transfer and provide Tenant with any relevant contact information of such new owner of the Property. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of this provision. If ownership of the Property changes, Landlord shall promptly deliver written notice to Tenant of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents"). Landlord acknowledges that Tenant will be unable to deliver rents to the new owner until Tenant's receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of Landlord not delivering the Ownership Transfer Documents shall not be a default under this Lease nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a true and correct copy of this Lease.

5. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord and hereby grants Tenant a limited power of attorney solely for this purpose. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration of this Lease. Landlord shall provide all reasonably necessary access to Tenant for such removal. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole and reasonable opinion, would obstruct access to the Property or all or any portion of the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease and the actual costs incurred by Tenant for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

7. If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed, (b) electrical service or illumination is unavailable or restricted; (c) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (d) the Property becomes unsightly; (e) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property; (f) the Structures' value for advertising purposes is diminished; (g) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (h) the Structures' use is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered for so long as such loss continues; or (ii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

8. If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining adjacent property or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in Tenant's interests. If condemnation proceedings are initiated, Landlord shall include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property, and both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant, its parents and affiliates harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Tenant.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant.

12. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign or sublet.

13. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below,

or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:  
Village of Lemont  
Attn: Village Administrator  
418 Main Street  
Lemont, IL 60439

If to Tenant:  
Clear Channel Outdoor  
Attn: Vice President, Real Estate  
4000 S. Morgan St.  
Chicago, IL 60609

With a copy to:  
Tressler, LLP  
Attn: Jeffrey Stein  
Wacker Drive, 22nd Floor  
Chicago, IL 60606

With a copy to:  
Clear Channel Outdoor  
Attn: Legal Department  
2325 East Camelback Road, Ste. 400  
Phoenix, AZ 85016

14. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease.

15. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord and Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit C without Landlord's signature, including a limited power of attorney solely for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party. Such agreement shall survive the termination of this Lease.

16. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

**TENANT:**  
CLEAR CHANNEL OUTDOOR, INC.

**LANDLORD:**  
Village of Lemont, an Illinois municipal corporation

By:  
Name: Carlos San Jose  
Its: President & GM - Chicago

By: \_\_\_\_\_  
Name: George Schafer  
Its: Village Administrator

Telephone No. 773-843-2011  
Facsimile No. 773-843-2087

Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
SS or Tax ID No. \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION  
& PERMANENT PROPERTY TAX NUMBER**

**Rt 83 100ft N/O Joliet Rd WS | Panels 3236 & 3237**



The east 110 feet of lot 9 in County Clerk's Division of Section 13, Township 37 North, Range 11 East of the third principal meridian except that part bounded and described as follows: Beginning at the Northeast corner of the above described tract, thence westerly along the North line thereof a distance of 62.9 feet to a point, thence southeasterly along a straight line a distance of 160.8 feet, more or less, to a point in the East line of said east 110 feet of lot 9 distant 50 feet North of the North line of Chicago Joliet Road (South line of lot 9), Thence North along said East line a distance of 148 feet, more or less to the point of beginning, in Cook County, Illinois.

Address Commonly Known As: 12775 Main St. Lemont, IL 60439 | PIN: 22-13-302-005-0000



**EXHIBIT B**

**RENTAL TERMS & SCHEDULE  
BASE RENT**

Tenant shall pay to Landlord, as base rent for the Term ("Rent"), the applicable annual amount set forth in the table below. Such Rent shall be payable in twelve (12) equal monthly installments on or before the first day of each month, commencing on the Rent Commencement Date (prorated for any partial months).

<b><u>Lease Year</u></b>	<b><u>2 Static Faces</u></b>
<b>1</b>	Five Thousand and 00/100 Dollars (\$5,000.00)
<b>2</b>	Five Thousand and 00/100 Dollars (\$5,000.00)
<b>3</b>	Five Thousand and 00/100 Dollars (\$5,000.00)

**EXHIBIT C**

**MEMORANDUM OF LEASE**

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, INC.  
Attn: Legal Department  
2325 East Camelback Road, Suite 400  
Phoenix, Arizona 85016

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**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by Village of Lemont, an Illinois municipal corporation, ("Landlord"), whose address is 418 Main Street Lemont, IL 60439 and CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Tenant"), whose address is 4000 S. Morgan St. Chicago, IL 60609 upon the following terms:

1. Landlord is the owner of the following described Property:

The east 110 feet of lot 9 in County Clerk's Division of Section 13, Township 37 North, Range 11 East of the third principal meridian except that part bounded and described as follows: Beginning at the Northeast corner of the above described tract, thence westerly along the North line thereof a distance of 62.9 feet to a point, thence southeasterly along a straight line a distance of 160.8 feet, more or less, to a point in the East line of said east 110 feet of lot 9 distant 50 feet North of the North line of Chicago Joliet Road (South line of lot 9), Thence North along said East line a distance of 148 feet, more or less to the point of beginning, in Cook County, Illinois.

Address Commonly Known As: 12775 Main St. Lemont, IL 60439 | PIN: 22-13-302-005-0000

2. Landlord and Tenant have entered into that certain Clear Channel Outdoor Lease Agreement #34087, dated July 1, 2016 (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning 7/1/2016, and continuing for a maximum period of three (3) years, including extensions and renewals, if any.
3. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.
4. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TENANT: CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: Carlos San Jose  
Title: President & GM - Chicago

LANDLORD: Village of Lemont, an Illinois municipal corporation

By: \_\_\_\_\_  
Name: George Schafer  
Title: Village Administrator

[INSERT WITNESS SIGNATURES IF REQUIRED IN YOUR STATE]

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**EXHIBIT B**

**ADDENDUM TO LEASE**

## Addendum to Lease

This Addendum to Lease (the “**Addendum**”) is entered into by and between Village of Lemont, an Illinois municipal corporation (“**Landlord**”), and Clear Channel Outdoor, Inc. (“**Tenant**”) effective \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”) for the purpose of modifying that certain Clear Channel Outdoor Lease Agreement #34087 dated of even date herewith (collectively, the “**Lease Agreement**” or “**Lease**”). All terms used herein that are defined in the Lease Agreement shall have the same meanings herein as in the Lease Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree to amend and modify the Lease Agreement as follows:

1. Section 2 is stricken in its entirety and replaced with the following:

“This Lease shall be in effect commencing on the Effective Date for a term of three (3) years (“Term”).”

2. Section 3 is stricken in its entirety and replaced with the following:

“Beginning on the Effective Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth in Exhibit B attached hereto.”

3. Section 4 is revised by striking the first through the sixth sentences thereof.

4. Section 5 is revised by striking the phrase “one hundred twenty (120)” and replacing it with “ninety (90)”.

5. Section 5 is further revised by striking the following sentence “Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit” and replacing it with the following:

“Tenant shall not be authorized to request any zoning relief without the express written consent of the Landlord. Subject to Tenant’s rights under Section 8, Tenant also acknowledges and agrees that the zoning for Property may be amended from time to time by the Landlord, and Tenant waives any rights to object to any such amendment.”

6. Section 5 is further revised by striking the last sentence and replacing it with the following:

“If the Structures are removed for any reason, the above-ground portions of the Structures, together with any below-ground portions of the Structures to a depth of four (4) feet, shall be removed, and Tenant shall restore the Property, reasonable wear and tear excepted, at its sole cost and expense within ninety (90) days or such additional time as may be agreed to by Landlord in its sole discretion.”

7. Notwithstanding anything to the contrary in Section 6 of the Lease, the parties acknowledge that Landlord may elect to develop the Property and certain neighboring property during the term of the Lease pursuant to development plans that are not finalized as of the date hereof. In the event Landlord finalizes such plans and elects to develop the Property or any neighboring property controlled by Landlord, Landlord shall use commercially reasonable efforts to minimize any obstructions to the Structures caused by such development for as long as possible to maximize the Lease term.

In the event Landlord's development causes an obstruction to the visibility of the Structures, and provided Landlord has otherwise complied with its obligations set forth above, then as Tenant's sole remedy Tenant may elect upon five (5) days written notice to Landlord, to cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

Prior to Tenant trimming any trees or vegetation on the Property or on any neighboring property owned or controlled by the Landlord Tenant shall provide Landlord the opportunity to perform such trimming by providing Landlord ten (10) business days' advance notice. If Landlord fails to perform such trimming within ten (10) business days of notice by Tenant, Landlord shall be deemed to have elected not to perform such trimming, and Tenant may immediately do so at its own expense.

8. The first sentence of Section 8 is revised by striking the phrase "Landlord's remaining adjacent property" and replacing it with the words "the remaining portion of the Property".

9. Section 8 is further revised by striking in its entirety the second to last sentence that begins:

"No right of termination set forth anywhere in this Lease..."

10. Section 9 is revised by striking the fourth sentence.

11. Section 9 is further revised by adding the following language to the beginning of the second and fifth sentences:

"To the extent permitted by law,"

12. Section 10 is stricken in its entirety and replaced with the following:

"Intentionally Omitted."

13. Section 12 is revised by striking the third sentence and replacing it with the following:

"Tenant may not assign or otherwise transfer all or any part of its interest in this Lease, the Structures, or the Property to any entity not under the control of Tenant's parent company or affiliated with Tenant. Tenant shall provide Landlord thirty (30) days' advance notice prior to making any assignment."

14. Section 15 is revised by adding the following at the end of the second to last sentence:

"unless such disclosure is required by applicable law or court order. Tenant acknowledges that the Landlord is a public body defined by the Illinois Freedom of Information Act (5 ILCS 140/1 *et. seq.*) ("FOIA"). Tenant agrees to furnish all documentation related to this Lease and any documentation related to Landlord required under an Illinois Freedom of Information Act request within five (5) business days after Landlord issues notice of such request to Tenant. Tenant agrees to defend, indemnify and hold harmless Landlord, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for Landlord to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Tenant's, actual or alleged violation of the FOIA or Tenant's failure to furnish all documentation related to a request within five (5)

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

15. Add the following as new Section 17:

"Tenant shall install, construct, house, operate, maintain, repair, replace and remove the Structures in a good, workmanlike, secure and safe condition and manner and in accordance with all applicable federal, state and local laws, ordinances, codes, rules, and regulations and good engineering practices. Prior to the commencement of any such work, Tenant shall obtain all permits and approvals required by governmental authorities having jurisdiction over the work and shall conduct all necessary investigation and notify all necessary parties (including without limitation J.U.L.I.E.) to determine the existence of any underground utilities if underground excavation is a necessary part of the work. If the nature of the work requires, proper signs and barricades must be used and other precautions taken by Tenant, its employees and agents to warn and protect the public against possible hazards. Trenches, if any, may not be left open overnight."

16. Add the following as new Section 18:

"Except for the Structures as installed, neither Tenant nor any of its employees or agents shall place, keep, store or otherwise permit to be placed, kept or stored on the Property, any equipment or materials, except temporarily during initial construction activities and during such time as Tenant's employees or agents are physically present and conducting activities permitted under this Lease. In the event that Tenant or its employees or agents desire to use, place, locate or store any construction equipment or materials on the Property at any other time(s), Tenant shall obtain the written approval of Landlord prior to each instance in which Tenant seeks to use, locate, or store such equipment or materials on the Property, which approval shall not be unreasonably withheld."

17. Add the following as new Section 19:

"Tenant shall be responsible, at its sole cost and expense, for the maintenance and repair of the Structures and any other improvements constructed or installed by Tenant on the Property. Tenant shall pay the charges for all utilities used in connection with the operation of the Structures. Landlord will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by Landlord or the servicing utility, including signing an appropriate easement instrument reasonably necessary for utility access to the Property or other instrument reasonably required by the utility company, in form and substance reasonably acceptable to Landlord."

18. Add the following as new Section 20:

Insurance.

- a. Tenant shall keep in full force and effect at all times during this Agreement commercial general liability insurance in the amount of Two Million Dollars (\$2,000,000) and Workers' Compensation insurance. Tenant shall name Landlord, and its elected and appointed officials, officers, employees and agents as an additional insured on such liability insurance, and shall provide Landlord with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Property, and the Tenant shall provide at least thirty (30) days advanced written notice to Landlord before said insurance shall be materially modified, terminated, canceled or not renewed.
- b. In addition to, and in furtherance and not in limitation of, Tenant's insurance obligations set forth above, and at no cost to Landlord, Tenant shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Lease to obtain and keep in full force and effect for so long as any claim relating to the work legally may be asserted, (for claims made policies) comprehensive general liability insurance written to include the coverages and amounts required in Section 20.a., or greater if required by law, and to otherwise comply with all other requirements set forth therein. Tenant shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Lease to defend, indemnify and hold harmless Landlord from all injuries to the Property, the Structures, or third persons caused by contractor(s) or subcontractor(s), or their employees, agents, or licensees.

19. Add the following as new Section 21:

“Tenant shall defend, indemnify and hold harmless Landlord, its elected and appointed officers, officials, employees and agents (collectively, the “Landlord Group”) against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees (collectively, “Claims”), suffered, incurred or sustained by any member of the Landlord Group, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the acts or omissions of Tenant and its duly authorized employees, agents, contractors, subcontractors, and material suppliers (collectively, the “Tenant Group”), or any other person acting on their behalf or with their authority or permission, with respect to the rights and privileges granted Tenant under this Lease. Tenant shall defend, indemnify and hold harmless the Landlord Group against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by the Landlord Group as a result of Tenant's breach of any provision of this Lease.”

20. Add the following as new Section 22:

“The Property is or will be exempt from real estate and other taxes by virtue of Landlord's status as a unit of local government. Tenant shall be solely responsible for and hereby indemnifies and holds the Landlord Group harmless against and from all costs, taxes, charges and expenses, including without limitation any permits, special assessments, real estate, personal property, or other tax, fine or penalty, which arise out of the Tenant's use of the Property or the Structures, its exercise of the privileges, or its performance or non-performance of its obligations, under this Lease. In the event any real estate, leasehold, use, personal property or other taxes or charges of any kind are levied or assessed against the Property or any portion thereof or improvement thereon, or against Landlord, by reason of the existence of



this Lease or Tenant's use of the Property or any improvement thereon, Tenant shall pay promptly all such taxes or charges. Landlord shall send to Tenant a copy of any tax bill or notice of assessment which Landlord receives within a reasonable period of time after Landlord's receipt of same, but in no event later than thirty (30) days prior to the deadline date for filing any protest or objection thereto or making any payment thereon (unless Landlord does not receive any such notice or bill within thirty (30) days prior to the deadline date, in which case Landlord shall provide a copy of the notice or bill within three (3) business days after its receipt). Tenant, in its own name or in the name of Landlord, if necessary, shall have full right at its sole cost and expense to contest the imposition and/or amount of all taxes, assessments, charges, but the pendency of such contest shall not affect Tenant's obligations under this Section 22."

21. Add the following as new Section 23:

"Landlord reserves the right to terminate the Lease and any and all rights and privileges hereby granted to Tenant under this Lease upon ninety (90) days' notice to Tenant in the event:

- a. Tenant violates or fails to perform its obligations under any of the terms, conditions or provisions of this Lease, and fails to cure within sixty (60) days after receipt of written notice from the Landlord; or
- b. Landlord receives notice of an alleged violation of any federal, state, or local law, ordinance, rule or regulation relating to Tenant's conduct on, or use of, all or any part of the Property, and Tenant fails to cure within sixty (60) days after receipt of written notice from the Landlord.
- c. Landlord is ordered to do so by any regulatory body or other governmental agency having jurisdiction independent of Landlord, but excluding a governmental taking.
- d. Tenant shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Tenant and the same shall not have been dismissed within ten (10) days of such filing.

Upon termination, all prepaid fees and bonus monies will be retained by Landlord unless such termination is due to Landlord's failure of proper ownership or authority or such termination is a result of Landlord's default, in which event Landlord shall return all prepaid annual fees. Tenant shall not be entitled to any payment of any kind whatsoever upon the expiration or any termination of the Lease, unless such termination is due solely to Landlord's failure of proper ownership or authority or a result of Landlord's default as provided above, or unless such termination occurs pursuant to Section 6 or Section 7 of the Lease. Upon expiration or termination of the Lease, unless otherwise agreed to in writing by the parties, Tenant shall remove the above-ground portions of the Structures (together with any below-ground portions of the Structures to a depth of four (4) feet below ground level) and shall restore the Property, reasonable wear and tear excepted, all at its sole cost and expense, within ninety (90) days after the effective date of expiration or termination or such longer period of time as agreed to by the Parties. The failure of Landlord to terminate the Lease shall not be construed as Landlord's consent to any breach by Tenant and shall not constitute a waiver of any right which Landlord may have by virtue of Tenant's actions including without limitation termination of the Lease. Absent an event of force majeure, in the event Tenant fails to remove any of the Structures or

any other improvements within ninety (90) days of termination, or such longer period of time as agreed to by the Parties, Tenant shall be liable and shall pay to Landlord the sum of one hundred dollars (\$100.00) per calendar day, not as a penalty but as liquidated damages, for each day that any Structures or other improvements remain on Landlord property beyond the date ninety (90) days after termination or expiration of the Lease, or such longer period of time as agreed to by the Parties. An event of force majeure shall mean any event beyond the control of Tenant which prevents Tenant from complying with the ninety (90) day removal window or such longer period of time as agreed to by the Parties. Events of force majeure include, but are not limited to, acts of God (i.e. fires, explosions, earthquakes, storms, blizzards, tidal waves and floods), war, hostilities (whether war be declared or not), invasion, riot, commotion, strikes, go slows, lock outs or disorder, or acts or threats of terrorism. The liquidated damages for failure to timely remove the structures or other improvements from Landlord property are approximate, due to the impracticality of calculating and proving actual delay costs, and are understood to be a fair and reasonable estimate of the costs that will be borne by Landlord during any period beyond the ninety (90) day period following expiration or termination of the Lease or such longer period of time as agreed to by the Parties.”

22. Add the following as new Section 24:

“No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Property except in compliance with applicable law or as needed for vehicles or equipment for the Project; provided that Tenant and its contractors shall be liable for any damage to or contamination of Property resulting from such activity or use. As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.”

23. Add the following as new Section 24:

Compliance with Laws. Tenant shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the work completed pursuant to the Lease, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations, and rules referred to in this section includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act,

federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lemont. Tenant shall also comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Lease. The relevant provisions will be fully incorporated into this Agreement by reference and set forth in full.

All Tenant employees, contractors, and personnel agree to be subject to all Landlord identity theft policies, regulations, or programs developed pursuant to law.

Interference with Public Contracting. Tenant certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

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

24. Add the following as new Section 25:

Tenant shall not cause or suffer or permit to be created any mechanics' or material men's liens or claims against the Property. Tenant shall defend, indemnify and hold harmless Landlord from and against any such claims or liens.”

Except as modified herein, all original terms and conditions contained in the Lease shall remain in full force and effect. Where a conflict in terms may exist, this Addendum shall govern.

**LANDLORD:**

**TENANT:**

CLEAR CHANNEL OUTDOOR, INC.

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

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

Name: George Schafer

Name: Carlos San Jose

Its: Village Administrator

Its: President & GM - Chicago

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

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

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

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

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF  
THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE,  
ILLINOIS on this 25th day of January, 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

---

**BRIAN K. REAVES**  
President

ATTEST:

---

**CHARLENE M. SMOLLEN**  
Village Clerk

**EXHIBIT A**

**Closed Session Verbatim Recordings Destruction Schedule**

<b>Meeting Date</b>	<b>Minutes Approved Date</b>	<b>Destruction Date</b>
07-27-15	01-25-16	01-27-17
08-17-15	01-25-16	02-17-17
08-24-15	01-25-16	02-24-17
09-14-15	01-25-16	03-14-17
09-28-15	01-25-16	03-28-17
11-23-15	01-25-16	05-23-17
12-14-15	01-25-16	06-14-17

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

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

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

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

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

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

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 25th day of January, 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN</b>
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

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



# Village Board Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator  
Eileen Donahue, HR Generalist

Subject: Vacation Time Sell Back Program

Date: January 25, 2016

## **PROGRAM SUMMARY**

The Village of Lemont has a very generous vacation policy and many employees have five or six weeks off annually. This combined with four Personal Days and ten paid holidays makes for a lot of time away from the office. At certain times of the year some Departments are stretched thin for personnel given all this accrued time off. At the same time, some employees find it difficult to schedule all their time off in a twelve month period.

This program would allow those employees with five or six weeks of vacation to sell back one or two weeks back to the Village. Employees would have to maintain a minimum bank of four weeks for the year. Currently there are fifteen employees with five weeks of vacation and twelve employees with six weeks of vacation annually.

Employees that take part in this **voluntary** program would be required to sign an agreement in which they commit to giving up vacation for compensation.

## **DISCUSSION**

An employee agreement and memos of understanding for the union are included for your review. Attorney Stein has done a good job addressing all details of the program, (eligibility, sell back rate of pay, timing of payments, etc.) in these documents.

## **RECOMMENDATION**

Pass the attached Resolution approving voluntary Employee Vacation Time Sell Back Program for the 2016-2017 Fiscal Year.

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

**A Resolution Approving Voluntary Vacation Time Sell Back Program  
for Employees of the Village of Lemont**

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

**SECTION ONE:** The Agreement for Employee to Voluntarily Participate in the  
Village of Lemont’s Vacation Time Sell Back Program, attached as Exhibit A and incorporated  
in its entirety, is hereby approved.

**SECTION TWO:** The corresponding Memorandums of Understand for the  
Agreement for Employee to Voluntarily Participate in the Village of Lemont’s Vacation Time  
Sell Back Program between both Collective Bargaining Units of the Village of Lemont, attached  
as Group Exhibit B and incorporated in its entirety, are hereby approved.

**SECTION THREE:** The Village Administrator is authorized to execute any and all  
Agreements for Employee to Voluntarily Participate in the Village of Lemont’s Vacation Time  
Sell Back Program and Memorandums of Understanding relating to the same on behalf of the  
Village and to take any other steps necessary to carry out this resolution.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF  
THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE,  
ILLINOIS on this 25<sup>th</sup> day of January, 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

\_\_\_\_\_  
**BRIAN K. REAVES**

**President**

ATTEST:

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

## **AGREEMENT FOR EMPLOYEE TO VOLUNTARILY PARTICIPATE IN THE VILLAGE OF LEMONT'S VACATION TIME SELL BACK PROGRAM**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (the "Employee"), and the Village of Lemont, an Illinois municipal corporation (the "Village").

**IN CONSIDERATION OF**, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employee and the Village hereby mutually agree as follows:

### **I. PROGRAM DESCRIPTION**

To offer additional flexibility for employees who have served the Village for a significant part of their careers, as well as to ensure that the Village can adequately meet its staffing needs at all times for the benefit of its residents, the Village has developed a Vacation Time Sell Back Program (the "Program"). The Village shall allow participating employees to voluntarily sell back certain vacation time (defined below) and work during the time they would have otherwise been on vacation.<sup>1</sup>

The Village is piloting the Program that shall be effective only for the 2016-2017 fiscal year to better understand what impact it will have on its employees, operations, and finances. The Village may unilaterally choose to extend the Program in future years, or to discontinue it. If the Village determines it is in the best interests of its operations to extend the program to future fiscal years, all participating employees must sign new agreements for future years to participate in the program.

The Employee's participation in the Program is entirely voluntarily. By signing this Agreement, the Employee agrees to participate in the Program for the 2016-2017 fiscal year subject to the terms below.

### **II. TERMS OF PARTICIPATION**

- A. **Eligibility:** To participate in the Program, the Employee must have reached the length of service with the Village, as indicated in the Village of Lemont Personnel Policy Manual, that entitles him or her to five or more weeks of paid vacation per year ("Qualifying Employee").
- B. **Vacation time for sale:** At no point may a Qualifying Employee sell back more vacation time that would reduce their earned annual vacation to 4 weeks or less.
- C. **Increments:** Vacation time can only be sold to the Village in one week increments (e.g., an employee with five annual weeks of paid vacation time can only sell back

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<sup>1</sup> All references in this Agreement to a "year" or "annual" vacation time refer to the Village's fiscal year, which runs May 1 – April 30.

one week; an employee with six annual weeks of paid vacation time can only sell back one or two weeks).

- D. **Declaration date:** If a Qualifying Employee desires to sell his or her paid vacation time for the coming year, the Qualifying Employee must sign this Agreement by May 1.
- E. **Accruing vacation time:** Qualifying Employees shall accrue paid vacation time on a monthly basis at the rate set in Section 5.4 of the Village of Lemont Personnel Policy Manual.
- F. **Sell back price:** The Village will buy vacation time at the Qualifying Employee's rate of pay on the date the Village purchases the excess accrued vacation time.
- G. **Payment to the Employee:** The Qualifying Employee will receive a single lump sum payment for all vacation time sold to the Village at the first regularly scheduled pay day after the Qualifying Employee accrues the amount of vacation time that he or she agreed to sell to the Village. Payment will be subject to all applicable taxes and withholdings.

*Example:* An employee hired by the Village in 1980 is entitled to receive 30 days of paid vacation time for the coming year and meets the definition of Qualifying Employee. On May 1, 2016, the Qualifying Employee enters into a written agreement to sell back two weeks of vacation time to the Village. Under Section 5.4 of the Village of Lemont Personnel Policy Manual, the Qualifying Employee accrues paid vacation at a rate of 20 hours per month. The Qualifying Employee will accrue two weeks of vacation time as of September 1, 2016. On the first regularly scheduled pay day following September 1, 2016, the Village will issue the Qualifying Employee a lump sum payment for the value of the two weeks of vacation time.

### III. IRREVOCABILITY

Once this Agreement is executed by the Qualifying Employee and the Village, the sale of vacation time agreed to by the Parties will become final and irrevocable.

### IV. MISCELLANEOUS

**Additional Hours Required to be Worked:** By voluntarily participating in the Program, the Qualifying Employee agrees to forego vacation time in order to receive additional earnings resulting from an increase in the number of hours he or she will be required to work. The Qualifying Employee and the Village agree that payment made under this Agreement will not qualify as "excess earnings" under the Illinois Pension Code (40 ILCS 5/7-172(k)) and will not factor into any calculation to determine whether the Village is responsible for accelerated payments to the Illinois Municipal Retirement Fund.

**State and Federal wage laws:** The Program shall operate consistent with all applicable Federal, State, and local wage laws including the Fair Labor Standards Act (29 U.S.C. § 201, et al.), the Illinois Minimum Wage Law (820 ILCS 105/), and the Illinois Wage Payment and Collection

Act (820 ILCS 115/). Should any conflict arise due to a legal interpretation or legislative amendment, only that portion of this Agreement in conflict with the applicable law shall be found unenforceable.

Personnel Policy Manual. In the case of any conflict between this Agreement and the Village of Lemont Personnel Policy Manual, the Personnel Policy Manual shall supersede this Agreement, and this Agreement shall be found unenforceable only to the extent that it conflicts with the Village of Lemont Personnel Policy Manual.

Union Employees and Collective Bargaining Agreements. For any Qualifying Employees who are also union members and governed by the Collective Bargaining Agreements Between the Village of Lemont and Metropolitan Alliance of Police Lemont Police Chapters #33 and #39 (the “CBAs”), this Agreement shall be applied consistent with Article XX – Paid Vacations. In the case of any conflict between this Agreement and the CBAs, the CBAs shall supersede this Agreement, and this Agreement shall be found unenforceable only to the extent that it conflicts with the CBAs.

Enforceability. This Agreement is binding and valid and shall be specifically enforceable against the Parties.

Disputes. Neither Party may bring any suit, action, or mandamus at law or in equity, to enforce this Agreement without first providing written notice to the other Party of the alleged breach and making a bona fide, good faith attempt to resolve the differences without litigation. Should litigation arise under this Agreement, a Qualifying Employee will only be able to recover the equivalent amount of the vacation time at issue. By signing this Agreement, the Qualifying Employee waives all rights to pursue any additional damages beyond those of an equivalent value to the vacation time at issue.

Entire Agreement; Modification. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and any and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, between the Employee and the Village are rejected. This Agreement may be modified only by written instrument executed by the Party sought to be bound.

**EMPLOYEE:**

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

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

**THE VILLAGE OF LEMONT:**

Village of Lemont, an Illinois municipal corporation.

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

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

Village Administrator

Attest: \_\_\_\_\_

Village Clerk

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

**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding is made this \_\_\_ day of \_\_\_\_\_, 2015, between the Village of Lemont (“Village”) and the Metropolitan Alliance of Police Lemont Sergeants Chapter #33 (“Union”).**

**RECITALS**

**WHEREAS**, the Village and the Union are parties to the Collective Bargaining Agreement Between the Village of Lemont and Metropolitan Alliance of Police Lemont Sergeants Chapter #33 (“the Collective Bargaining Agreement”); and

**WHEREAS**, to offer additional flexibility for employees who have served the Village for a significant part of their careers, as well as to ensure that the Village can adequately meet its staffing needs at all times for the benefit of its residents, the Village has developed a Vacation Time Sell Back Program (the “Program”); and

**WHEREAS**, the Program will allow employees who have reached the length of service that entitles them to five or more weeks of paid annual vacation time (“Qualifying Employees”) to voluntarily sell the Village vacation time in excess of four weeks; and

**WHEREAS**, the Village is piloting the Program in the 2016-2017 fiscal year to better understand what impact it will have on its employees, operations, and finances; and

**WHEREAS**, the Village may choose unilaterally to extend the Program in future years or to discontinue it; and

**WHEREAS**, Qualifying Employees’ participation in the Program is entirely voluntarily; and

**WHEREAS**, each Qualifying Employee can enter into the Program by signing an Agreement for Employee to Voluntarily Participate in the Village of Lemont’s Vacation Time Sell Back Program, attached as Exhibit A, and effective for the 2016-2017 fiscal year; and

**WHEREAS**, if the Village chooses to extend the Program to future years, Qualifying Employees will need to execute new Agreements for fiscal years after 2016-2017; and

**WHEREAS**, the Village will permit all Qualifying Employees who are members of the Union to participate in the Program in accordance with this Memorandum and Exhibit A.

**NOW THEREFORE, IT IS AGREED BETWEEN THE VILLAGE AND UNION AS FOLLOWS:**

1. The Union agrees that the Program may be modified or eliminated at any time at the sole discretion of the Village without negotiations with the Union and the Union specifically waives any right to bargain over the terms, application, or existence of the Program or the impact thereof.



2. Any decisions made by the Village with respect to the application of the Program are not subject to the grievance/arbitration provisions of the Collective Bargaining Agreement and the Union waives any right to arbitrate any such dispute.

3. The Union agrees that permitting its bargaining unit members to participate in the Program does not establish a “status quo” for purposes of interest arbitration.

4. Based on the Union’s agreement to the conditions set forth in Paragraphs 1 through 3 above, the Village shall permit Qualifying Employees who are members of the Union to participate in the Program.

5. The Recitals of this Memorandum are hereby adopted as if fully set forth herein.

6. Upon execution by both Parties, this Memorandum shall be in effect on the date written above.

**EXECUTED BY:**

**Village of Lemont**

**Metropolitan Alliance of Police Lemont  
Sergeants Chapter #33**

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

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

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

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

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

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

**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding is made this \_\_\_ day of \_\_\_\_\_, 2015, between the Village of Lemont (“Village”) and the Metropolitan Alliance of Police, Lemont Police Chapter #39 (“Union”).**

**RECITALS**

**WHEREAS**, the Village and the Union are parties to the Collective Bargaining Agreement Between the Village of Lemont and Metropolitan Alliance of Police, Lemont Police Chapter #39 (“the Collective Bargaining Agreement”); and

**WHEREAS**, to offer additional flexibility for employees who have served the Village for a significant part of their careers, as well as to ensure that the Village can adequately meet its staffing needs at all times for the benefit of its residents, the Village has developed a Vacation Time Sell Back Program (the “Program”); and

**WHEREAS**, the Program will allow employees who have reached the length of service that entitles them to five or more weeks of paid annual vacation time (“Qualifying Employees”) to voluntarily sell the Village vacation time in excess of four weeks; and

**WHEREAS**, the Village is piloting the Program in the 2016-2017 fiscal year to better understand what impact it will have on its employees, operations, and finances; and

**WHEREAS**, the Village may choose unilaterally to extend the Program in future years or to discontinue it; and

**WHEREAS**, Qualifying Employees’ participation in the Program is entirely voluntarily; and

**WHEREAS**, each Qualifying Employee can enter into the Program by signing an Agreement for Employee to Voluntarily Participate in the Village of Lemont’s Vacation Time Sell Back Program, attached as Exhibit A, and effective for the 2016-2017 fiscal year; and

**WHEREAS**, if the Village chooses to extend the Program to future years, Qualifying Employees will need to execute new Agreements for fiscal years after 2016-2017; and

**WHEREAS**, the Village will permit all Qualifying Employees who are members of the Union to participate in the Program in accordance with this Memorandum and Exhibit A.

**NOW THEREFORE, IT IS AGREED BETWEEN THE VILLAGE AND UNION AS FOLLOWS:**

1. The Union agrees that the Program may be modified or eliminated at any time at the sole discretion of the Village without negotiations with the Union and the Union specifically waives any right to bargain over the terms, application, or existence of the Program or the impact thereof.

2. Any decisions made by the Village with respect to the application of the Program are not subject to the grievance/arbitration provisions of the Collective Bargaining Agreement and the Union waives any right to arbitrate any such dispute.

3. The Union agrees that permitting its bargaining unit members to participate in the Program does not establish a "status quo" for purposes of interest arbitration.

4. Based on the Union's agreement to the conditions set forth in Paragraphs 1 through 3 above, the Village shall permit Qualifying Employees who are members of the Union to participate in the Program.

5. The Recitals of this Memorandum are hereby adopted as if fully set forth herein.

6. Upon execution by both Parties, this Memorandum shall be in effect on the date written above.

**EXECUTED BY:**

**Village of Lemont**

**Metropolitan Alliance of Police, Lemont  
Police Chapter #39**

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

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

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

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

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

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

# **Village Board**

## **Agenda Memorandum**

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To: Mayor & Village Board

From: George Schafer, Village Administrator

Subject: **A RESOLUTION AUTHORIZING THE VILLAGE ATTORNEY TO  
ENTER INTO TOLLING AGREEMENTS IN THE IMET FRAUD  
MATTER**

Date: January 20, 2016

### **BACKGROUND/HISTORY**

The Village has made investments in the Convenience Fund of the Illinois Metropolitan Investment Fund (IMET), of which a portion of the funds may be subject to loss due to fraudulent activity within the fund. While certain funds have been recovered and the recovery process is ongoing, a need may arise for the Village Attorney to litigate on behalf of the Village. The attached resolution and agreements allows for an extension of any statute limitations to file potential claims should the funds not be recovered in full.

### **RECOMMENDATION**

Staff is recommending the attached ordinance and execution of the agreement

### **ACTION REQUIRED**

Motion to Approve Ordinance.

### **ATTACHMENTS**

1. Resolutions
2. Agreements

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

**A Resolution Authorizing the City Attorney to Enter into Tolling Agreements in the IMET Fraud Matter**

**WHEREAS**, the Village of Lemont (“Village”) made certain investments in the Convenience Fund of the Illinois Metropolitan Investment Fund (IMET) which, in turn, made certain investments in financial instruments made known to it by Pennant Management, Inc. and affiliates (“Pennant”); and

**WHEREAS**, the Village may have certain legal claims against IMET and/or Pennant, their respective officers, directors, trustees, agents and employees arising from losses the Village has sustained or will sustain as a result of said investments (the “Village’s Claims”);

**WHEREAS**, IMET and Pennant have indicated a willingness to enter into a tolling agreement or agreements which would toll the applicable statute(s) of limitations for any and all of the Village’s Claims to avoid the costs the Village would be subject to if litigation of the Village’s Claims needed to be filed immediately to avoid the running of a statute of limitations on said claims; and

**WHEREAS**, the Village Board finds that authorizing the Village Attorney to enter into a tolling agreement is in the best interests of the Village in efforts to recover its IMET investments;

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

**Section One:** The Village Administrator and the Village Attorney (including any partner of Tressler LLP) are authorized to execute the Tolling Agreement attached hereto as Exhibit A, to make minor changes to the documents prior to execution which does not materially alter the Village’s obligations, and to take any other steps necessary to carry out this Resolution.

**Section Two:** This Resolution shall be in full force and effect from and after its passage as provided by law and that the Village Attorney and the Village Administrator are directed to take any action necessary to carry out the purpose of this resolution.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 25th day of January 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

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

## TOLLING AGREEMENT

This Agreement (“Agreement”) is made and entered into as of December \_\_, 2015, by and between Illinois Metropolitan Investment Fund (“IMET”), on the one hand, and the Village of Lemont (“Participant”) on the other hand.

Participant believes they may have certain claims (the “Claims”) against IMET relating to IMET’s Convenience Fund’s investments from May 16, 2013 through August 28, 2014 through Pennant Management, Inc. in a certain repurchase agreement where First Farmers Financial, LLC (“First Farmers”) was the seller and which investments were purportedly collateralized by loans guaranteed by the United States Department of Agriculture (“USDA”), and IMET believes it has certain defenses (the “Defenses”) to such Claims. However, neither Participant nor IMET wish to assert the Claims or Defenses at this time, and to defer, on the terms set forth herein, the consideration or pursuit of the Claims and Defenses *inter se*. Therefore, in consideration of the mutual promises stated in this Agreement, Participant and IMET (collectively, the “Parties” and individually a “Party”) agree as follows:

1. Unless and until this Tolling Agreement is terminated or otherwise terminates pursuant to its terms, none of the Parties shall assert any of the Claims or Defenses against the other.

2. The period between the date of this Agreement and the Termination Date, as defined below in paragraph (6), shall not be included in determining the applicability of any statute of limitations, statute of repose, laches defense, rescission right, or any other right or defense based on the passage of time in any action or proceeding, or demand (whether pursuant to a filed complaint or otherwise) brought by or on behalf of Participant against IMET seeking relief based on the Claims and Defenses.

3. Nothing in this Agreement shall be deemed to revive any of the Claims and Defenses that are or were already barred on the date of this Agreement. Nothing in this Agreement, or in the circumstances which gave rise to this Agreement, shall be construed as an acknowledgment by any Party that any of the Claims and Defenses has or has not been barred, or is about to be barred, by the statute of limitations, laches or other defense based on the lapse of time.

4. Except as expressly provided herein, nothing contained herein shall constitute a waiver of any Claims, demands, causes of action, positions, rights, remedies and/or Defenses, in law and in equity, of any of the Parties. The sole purpose of this Agreement is to implement the tolling described in Paragraph 2 above. Further, nothing in this Agreement will be deemed to (a) create an affirmative obligation on behalf of any Party to take any action to recover any proceeds of the fraud or (b) preclude any Party from seeking, obtaining, or reviewing any other document or communication that it has a right to seek, obtain, or review.

5. This Agreement shall not operate as an admission of liability by any Party and IMET specifically denies that it engaged in any wrongdoing or is subject to any liability. Neither this Agreement, nor any action taken pursuant to this Agreement, shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing by any Party.

6. Any Party may terminate this Agreement on thirty (30) days written notice (the "30 Day Notice"), and may otherwise provide any notices required or elected hereunder, by causing such notice to be sent by messenger, fax or PDF e-mail to the Parties' respective counsel at the following addresses:

To IMET Parties:       Randall M. Lending  
                                  Vedder Price P.C.  
                                  222 N. LaSalle Street, Suite 2600  
                                  Chicago, IL 60601  
                                  (312) 609-7564 (tel)  
                                  (312) 609-5005 (fax)  
                                  [rlending@vedderprice.com](mailto:rlending@vedderprice.com)

To Participant:         Marshall Seeder  
                                  Tressler LLP  
                                  233 South Wacker Drive  
                                  22nd Floor  
                                  Chicago, IL 60606  
                                  (312) 627-4021 (tel)  
                                  (312) 627-1717 (fax)  
                                  [mseeder@tresslerllp.com](mailto:mseeder@tresslerllp.com)

Any Party may change the address at which it should be given notice by giving written notice of such change of address to the other Party's counsel.

7. If not earlier terminated as set forth herein, this Agreement shall terminate on June 30, 2016.

8. This Agreement comprises the entire agreement of the Parties with respect to the tolling of any and all time-related defenses or claims and it supersedes any prior agreements or understanding by or between the Parties concerning those matters. There are no agreements, covenants, conditions, or limitations of this Agreement that are not expressly stated herein. This Agreement may be modified, amended, or supplemented only by a written instrument signed by all of the Parties.

9. Each undersigned Party represents, warrants, and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this Agreement on behalf of their respective Parties.

10. The Parties hereto agree that the mutual promises contained herein constitute good and valuable consideration, receipt of which is acknowledged.

11. This Agreement shall be interpreted in accordance with the substantive law of the State of Illinois, without application of choice of law rules. This paragraph shall apply only to



disputes arising out of this Tolling Agreement and shall not be construed to modify any choice of law provision or analysis otherwise applicable in any other dispute between the parties to this Tolling Agreement, and each party reserves the right to assert that other state or federal law may apply to such other potential disputes.

12. This Agreement shall take effect as to each Party upon a Party's respective signature to this Agreement as reflected below.

13. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

14. Except as may be required by law, the Parties agree to keep this Agreement confidential and to not to disclose the existence of this Agreement to any third person or make any public comment about the existence of this Agreement. Nothing herein shall preclude the Trustees or staffs of the Parties from discussing and/or approving this Agreement at public meetings or in executive sessions or otherwise in furtherance of their duties. Nothing herein shall preclude IMET from disclosing this tolling agreement to its insurance carrier(s), its accountants or as otherwise may be required by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

**Illinois Metropolitan Investment Fund**

Randall M. Lending / BCC  
By: Randall M. Lending  
One of its Attorneys

Dated: December 8, 2015

**Participant**

\_\_\_\_\_  
By: Marshall Seeder  
One of its Attorneys

Dated: \_\_\_\_\_, 2015

# **Village Board**

## **Agenda Memorandum**

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**To:** Mayor & Village Board

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

**Subject:** Adopt the Resolution Authorizing a Loan from the Water/Sewer Fund to the Gateway TIF Fund

**Date:** January 25, 2016

### **BACKGROUND/HISTORY:**

On January 11, 2016 the Village Board discussed the 2016 Budget Amendment. The amendment includes a land purchase expenditure to occur from the Gateway TIF. Currently the Gateway TIF is not producing increment thus cannot fund the expenditure at this time, a loan from a different fund is needed. Once the property is developed and increment is generated the loan can be repaid.

### **DISCUSSION:**

Attached please find a Resolution Authorizing a Loan from the Water/Sewer Fund to the Gateway TIF fund in the amount of \$500,000. Once the property is developed and increment is generated the loan can be repaid.

### **RECOMMENDATION:**

Adopt the Resolution Authorizing a Loan from the Water/Sewer Fund to the Gateway TIF Fund in the amount of \$500,000.

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

**A Resolution Authorizing a Loan from the Water/Sewer Fund to the Gateway TIF Fund**

**WHEREAS**, the Village of Lemont (“Village”) created a tax increment financing district known as the Gateway Tax Increment Financing District (“Gateway TIF”), which meets the applicable statutory requirements of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (the “Act”); and

**WHEREAS**, under the Act, the Village can loan monies (the “Village Loan”) to the Gateway TIF Fund and be reimbursed for expenditures incurred with respect to TIF eligible redevelopment project costs; and

**WHEREAS**, the President and Board of Trustees find and hereby declare that it is necessary to transfer funds from the Water/Sewer Fund to the Gateway TIF Fund; and

**WHEREAS**, the Village’s Water/Sewer Fund has sufficient funds to provide a short term loan;

**WHEREAS**, the Gateway TIF will receive sufficient increment when the area is developed to repay the loan;

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

**Section One**: The foregoing recitals shall be and are hereby adopted as findings fact as if said recitals were fully set forth within this Section One.

**Section Two**: The Board of Trustees hereby authorizes the Village Loan for the benefit of the Gateway TIF Fund in the amount of \$500,000, and hereby authorizes the Village Treasurer to transfer an amount not to exceed \$500,000 from the Water/Sewer Fund to the Gateway TIF fund.

**Section Three:** The Village Loan authorized herein shall have priority and shall be repaid promptly to the Village's Water/Sewer Fund from TIF incremental revenue generated by the Gateway TIF.

**Section Four:** Upon receipt of any repayment of the Village Loan, the Treasurer shall cause such repayment to be deposited in the Water/Sewer Fund.

**Section Five:** Any policy or resolution of the Village that conflicts with the provisions of this resolution shall be and is hereby repealed to the extent of such conflict.

**Section Six:** This resolution shall be in full force and effect from and after its passage and approval 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

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

# **Village Board**

## **Agenda Memorandum**

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To: Mayor Brian Reaves  
Village Board of Trustees

From: Ralph Pukula, Public Works Director

Subject: Purchase of Two Pickup Trucks

Date: January 25, 2016

### **BACKGROUND / HISTORY**

The Village Board has approved the purchase of two pickup trucks for this current budget. One of these trucks will be purchased from the Water- Sewer fund and the other from the General fund. This new equipment will be replacing a

- 1999 GMC pickup with 92,746 VIN # 1GTGC24R6YR119026.
- 2001 Ford pickup with 118,084 VIN # 1FTNX2IL91ED79042.

These purchases will not be increasing the size of the fleet, only replacing high mileage and depreciating vehicles. The department is currently holding off on significant repairs to the trade in vehicles based on the purchase of the new vehicles. This price quote has been negotiated by the Suburban Purchasing Cooperative.

### **RECOMMENDATION**

1. Purchase this equipment utilizing the South Suburban Purchasing Cooperative.  
Currie Motors

### **ATTACHMENTS (IF APPLICABLE)**

1. Resolution
2. Price Quotes from South Suburban Purchasing Cooperative.

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

**A Resolution Approving the Purchase of a 2016 Ford F-150 XL 4x4 and a 2016 Ford F-250 XL 4x4.**

**WHEREAS**, it is necessary for the Village of Lemont (“Village”) to purchase two (2) new vehicles for Public Works; and

**WHEREAS**, the Village is a member of the Suburban Purchasing Cooperation (“SPC”) and has participated to jointly negotiate advantageous contract terms on a line of high quality products at the lowest possible price; and

**WHEREAS**, the SPC coordinates joint purchasing, through its bid program, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 *et. seq.*; and

**WHEREAS**, the Village Board has determined that it is advisable, necessary and in the best interests of the Village to accept the pricing provided by SPC and authorize the purchase of a 2016 Ford F-150 XL and a 2016 Ford F-250 XL 4x4 from Currie Motors at a price not to exceed \$53,082.00.

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

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

**SECTION TWO: Acceptance of Public Bid Requirements and Authority to Purchase.** The Village Board hereby accepts the competitive bidding provided by SPC to purchase from Currie Motors a 2016 Ford F-150 XL at a price not to exceed \$27,456.00 and 2016 Ford F-250 XL 4x4 at a price not to exceed \$25,626.00.

**SECTION THREE:** The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to otherwise carry out this Resolution.

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 25<sup>th</sup> day of January, 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	<b>AYES:</b>	<b>NAYS:</b>	<b>ABSENT:</b>	<b>ABSTAIN</b>
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniagowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

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**BRIAN K. REAVES**  
**President**

ATTEST:

---

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





Currie Motors Frankfort Inc  
9423 W Lincoln Hwy, Frankfort, Illinois, 60423  
Office: 708-479-1100

## Customer Proposal

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**Prepared for:**

Mr. Randy Earnest  
Village Of Lemont

**Prepared by:**

THOMAS SULLIVAN  
Office: 708-479-1100

**Date:** 01/04/2016

**Vehicle:** 2016 F-250 XL  
4x4 SD Regular Cab 8' box 137" WB SRW





## Selected Options

Description	MSRP
Base Vehicle Price (F2B)	\$35,180.00
Order Code 600A	N/C
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
Transmission: TorqShift 6-Speed Automatic	Included
	<i>Includes SelectShift.</i>
3.73 Axle Ratio	Included
GVWR: 10,000 lb Payload Package	Included
Tires: LT245/75Rx17E BSW A/T	\$165.00
Wheels: 17" Argent Painted Steel	Included
	<i>Includes painted hub covers/center ornaments.</i>
Heavy Duty Vinyl 40/20/40 Split Bench Seat	Included
	<i>Includes center armrest, cupholder and storage.</i>
137" Wheelbase	STD
XL Value Package	\$595.00
Power Equipment Group	\$895.00
	<i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i>
	<i>Includes:</i>
	<i>- Accessory Delay</i>
	<i>- Power Locks</i>
	<i>- Remote Keyless Entry</i>
	<i>- Perimeter Anti-Theft Alarm</i>
	<i>- Power Front Side Windows</i>
	<i>Includes 1-touch up and down driver and passenger windows.</i>
	<i>- Manual Telescoping 2-Way Fold Trailer Tow Mirrors</i>
	<i>Includes power/heated glass, heated convex spotter mirror and integrated clearance lamps/turn signals.</i>
Trailer Brake Controller	\$270.00
	<i>Compatible with select electric over hydraulic brakes.</i>
6" Angular Black Molded-in-Color Running Boards	\$320.00
Tailgate Step & Handle	\$375.00
Tough Bed Spray-In Bedliner	\$495.00
	<i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>
Monotone Paint Application	STD
Remote Start System	\$195.00
Rear-View Camera (Fleet)	\$540.00
Upfitter Switches (4)	\$125.00
	<i>Located on instrument panel.</i>
SYNC w/MyFord Communications/Entertainment System	\$295.00
	<i>Voice-activated. Includes 911 assist, vehicle health report (VHR), traffic, directions and information services, 1 USB port and AppLink.</i>
Radio: AM/FM Stereo/Single-CD/MP3 Player	Included
	<i>Includes digital clock, 4-speakers and auxiliary audio input jack.</i>
Steering Wheel Audio Controls	\$70.00
XL Decor Group	Included
Steering Wheel-Mounted Cruise Control	Included
Steel	N/C
Oxford White	N/C

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



## Selected Options (cont'd)

Description	MSRP
4-Corner LED Strobes	\$795.00
SUBTOTAL	\$40,315.00
Destination Charge	\$1,195.00
TOTAL	\$41,510.00

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



## Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Vehicle Price	\$35,180.00
Options & Colors	\$4,340.00
Upfitting	\$795.00
Destination Charge	\$1,195.00
<i>Discount Adjustments</i>	
Discount	(\$14,157.00)
<b>Subtotal</b>	<b>\$27,353.00</b>
<i>Post-Tax Adjustments</i>	
<b>Description</b>	
Municipal Title and Plates	\$103.00
<b>Total</b>	<b>\$27,456.00</b>

\_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Acceptance Date

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



### Major Equipment

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPI 385hp  
 TorqShift 6 speed automatic w/OD

- \* 4-wheel ABS
- \* Traction control
- \* Battery with run down protection
- \* Advance Trac w/Roll Stability Control
- \* Tinted glass
- \* Bluetooth wireless streaming
- \* Variable intermittent wipers
- \* Dual front airbags w/passenger cancel
- \* SecuriLock immobilizer
- \* Reclining front split-bench seats
- \* Audio control on steering wheel
- \* Front axle capacity: 6000 lbs.
- \* Front spring rating: 4400 lbs.
- \* Frame section modulus: 6.7 cu.in.
- \* Cab to axle: 56.3"

Exterior:Oxford White  
 Interior:Steel

- \* Brake assistance
- \* LT 245/75R17 E BSW AT S-rated tires
- \* Firm suspension
- \* Air conditioning
- \* AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- \* Dual power remote heated mirrors
- \* 17 x 7.5 steel wheels
- \* Driver and front passenger seat mounted side airbags
- \* Tachometer
- \* Side steps
- \* Class V hitch
- \* Rear axle capacity: 6200 lbs.
- \* Rear spring rating: 6100 lbs.
- \* Frame Yield Strength 36000 psi

### Fuel Economy

**City**  
N/A



**Hwy**  
N/A

### Selected Options

MSRP

STANDARD VEHICLE PRICE .....	\$35,180.00
Order Code 600A .....	N/C
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel .....	Included
Transmission: TorqShift 6-Speed Automatic .....	Included
3.73 Axle Ratio .....	Included
GVWR: 10,000 lb Payload Package .....	Included
Wheels: 17" Argent Painted Steel .....	Included
Heavy Duty Vinyl 40/20/40 Split Bench Seat .....	Included
137" Wheelbase .....	STD
Monotone Paint Application .....	STD
Trailer Brake Controller .....	\$270.00
Tires: LT245/75Rx17E BSW A/T .....	\$165.00
Rear-View Camera (Fleet) .....	\$540.00
Electrochromic Mirror w/Video Display .....	Included
6" Angular Black Molded-in-Color Running Boards .....	\$320.00
Tailgate Step & Handle .....	\$375.00
Tough Bed Spray-In Bedliner .....	\$495.00
XL Value Package .....	\$595.00
Radio: AM/FM Stereo/Single-CD/MP3 Player .....	Included
Steering Wheel-Mounted Cruise Control .....	Included
XL Decor Group .....	Included

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



Chrome Front Bumper .....	Included
Chrome Rear Step Bumper .....	Included
Bright Chrome Hub Covers & Center Ornaments .....	Included
Power Equipment Group .....	\$895.00
Accessory Delay .....	Included
Power Locks .....	Included
Remote Keyless Entry .....	Included
Perimeter Anti-Theft Alarm .....	Included
Power Front Side Windows .....	Included
Manual Telescoping 2-Way Fold Trailer Tow Mirrors .....	Included
Remote Start System .....	\$195.00
SYNC w/MyFord Communications/Entertainment System .....	\$295.00
Steering Wheel Audio Controls .....	\$70.00
Upfitter Switches (4) .....	\$125.00
Oxford White .....	N/C
Steel .....	N/C

**Upfit Options**

4-Corner LED Stobes .....	\$795.00
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SUBTOTAL .....	\$40,315.00
Destination Charge .....	\$1,195.00

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



Currie Motors Frankfort Inc  
9423 W Lincoln Hwy, Frankfort, Illinois, 60423  
Office: 708-479-1100

**2016 F-250, SD Regular Cab**  
4x4 SD Regular Cab 8' box 137" WB SRW XL(F2B)

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**TOTAL ..... \$41,510.00**

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

Prepared for: Mr. Earnest By: THOMAS SULLIVAN Date: 01/04/2016 | Price Level: 640 Quote ID: lemontf250



## Warranty - Standard Equipment & Specs

### Warranty

#### *Basic*

Distance ..... 36000 miles      Months ..... 36 months

#### *Powertrain*

Distance ..... 60000 miles      Months ..... 60 months

#### *Corrosion Perforation*

Distance ..... Unlimited miles      Months ..... 60 months

#### *Roadside Assistance*

Distance ..... 60000 miles      Months ..... 60 months

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





Currie Motors Frankfort Inc  
9423 W Lincoln Hwy, Frankfort, Illinois, 60423  
Office: 708-479-1100

## Customer Proposal

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**Prepared for:**

Mr. Randy Earnest  
Village Of Lemont

**Prepared by:**

THOMAS SULLIVAN  
Office: 708-479-1100

**Date:** 12/16/2015

**Vehicle:** 2016 F-150 XL  
4x4 Regular Cab Styleside 6.5' box 122"  
WB





## Selected Options

Description	MSRP
Base Vehicle Price (F1E)	\$30,960.00
Equipment Group 101A Mid	\$1,305.00
Engine: 3.5L V6 Ti-VCT FFV	Included
Transmission: Electronic 6-Speed Automatic	Included
	<i>Includes tow/haul mode.</i>
3.73 Axle Ratio	Included
GVWR: 6,050 lbs Payload Package	Included
Tires: P265/70R17 OWL A/T	Included
Wheels: 17" Silver Steel	Included
Vinyl 40/20/40 Front Seat	N/C
122" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo/Single-CD Player	Included
	<i>Includes 4 speakers.</i>
Class IV Trailer Hitch Receiver	Included
	<i>Includes towing capability up to 5,000 lbs., smart trailer tow connector and 4-pin/7-pin wiring harness.</i>
Trailer Tow Package	\$895.00
	<i>Towing capability up to 11,100 lbs. Includes: - 3.73 Axle Ratio - Pro Trailer Backup Assist Includes tailgate LED and 4.2" LCD productivity screen in instrument cluster. - Auxiliary Transmission Oil Cooler - Class IV Trailer Hitch Receiver Includes towing capability up to 5,000 lbs., smart trailer tow connector and 4-pin/7-pin wiring harness. - Engine Oil Cooler - Upgraded Front Stabilizer Bar</i>
BoxLink	Included
	<i>Includes 4 premium locking cleats.</i>
Rear View Camera w/Dynamic Hitch Assist	\$250.00
XL Power Equipment Group	Included
SYNC Voice Recognition Communications	Included
	<i>Enhanced voice recognition communication and entertainment system. Includes 911 assist, 4.2" LCD display in center stack, Applink, 1 smart charging USB port, VHR, SYNC services, Bluetooth and steering wheel audio controls. Compass display in instrument cluster. DELETES auxiliary audio input jack.</i>
Cruise Control	Included
Medium Earth Gray	N/C
Oxford White	N/C
4-Corner LED Stobes	\$795.00
Remote Start	\$425.00
<b>SUBTOTAL</b>	<b>\$34,630.00</b>
<b>Destination Charge</b>	<b>\$1,195.00</b>

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



Currie Motors Frankfort Inc  
9423 W Lincoln Hwy, Frankfort, Illinois, 60423  
Office: 708-479-1100

**2016 F-150, Regular Cab Styleside**  
4x4 Regular Cab Styleside 6.5' box 122" WB  
XL(F1E)

## Selected Options (cont'd)

Description	MSRP
TOTAL	\$35,825.00

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



## Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Vehicle Price	\$30,960.00
Options & Colors	\$2,450.00
Upfitting	\$1,220.00
Destination Charge	\$1,195.00
<i>Discount Adjustments</i>	
Discount	(\$10,302.00)
<b>Subtotal</b>	<b>\$25,523.00</b>
<i>Post-Tax Adjustments</i>	
<b>Description</b>	
Municipal Title and Plates	\$103.00
<b>Total</b>	<b>\$25,626.00</b>

\_\_\_\_\_  
 Customer Signature

\_\_\_\_\_  
 Acceptance Date

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



### Major Equipment

(Based on selected options, shown at right)

- |  |   |
|--|---|
| 3.5L V-6 DOHC w/SMPI 282hp                             | Exterior:Oxford White   |
| 6 speed automatic w/OD                                 | Interior:Medium Earth Gray  |
| * 4-wheel ABS  | * Brake assistance  |
| * Electric parking brake                               | * Traction control  |
| * P 265/70R17 OWL AT S-rated tires                     | * Battery with run down protection  |
| * Advance Trac w/Roll Stability Control                | * Air conditioning  |
| * Tinted glass   | * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, external memory control |
| * Bluetooth wireless streaming                         | * Daytime running   |
| * Dual power remote mirrors                            | * Variable intermittent wipers  |
| * 17 x 7.5 steel wheels                                | * Dual front airbags  |
| * Driver and front passenger seat mounted side airbags | * Airbag occupancy sensor   |
| * SecuriLock immobilizer                               | * Tachometer  |
| * Message Center                                       | * Reclining front split-bench seats   |
| * Audio control on steering wheel                      | * Class IV hitch  |
| * Front spring rating: 3000 lbs.                       | * Rear spring rating: 3300 lbs.   |
| * Frame section modulus: 5 cu.in.                      | * Frame Yield Strength 49300 psi  |

### Fuel Economy

**City**  
17 mpg



**Hwy**  
23 mpg

### Selected Options

MSRP

STANDARD VEHICLE PRICE .....	\$30,960.00
Engine: 3.5L V6 Ti-VCT FFV .....	Included
Transmission: Electronic 6-Speed Automatic .....	Included
GVWR: 6,050 lbs Payload Package .....	Included
Tires: P265/70R17 OWL A/T .....	Included
Wheels: 17" Silver Steel .....	Included
122" Wheelbase .....	STD
Monotone Paint Application .....	STD
Equipment Group 101A Mid .....	\$1,305.00
Radio: AM/FM Stereo/Single-CD Player .....	Included
Medium Earth Gray .....	N/C
Vinyl 40/20/40 Front Seat .....	N/C
Oxford White .....	N/C
Trailer Tow Package .....	\$895.00
Rear View Camera w/Dynamic Hitch Assist .....	\$250.00
3.73 Axle Ratio .....	Included
Auxiliary Transmission Oil Cooler .....	Included
Class IV Trailer Hitch Receiver .....	Included
Engine Oil Cooler .....	Included
Upgraded Front Stabilizer Bar .....	Included
XL Power Equipment Group .....	Included

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



Currie Motors Frankfort Inc  
 9423 W Lincoln Hwy, Frankfort, Illinois, 60423  
 Office: 708-479-1100

**2016 F-150, Regular Cab Styleside**  
 4x4 Regular Cab Styleside 6.5' box 122" WB XL(F1E)

Power Glass Sideview Mirrors w/Black Skull Caps	Included
Illuminated Entry	Included
MyKey	Included
Perimeter Alarm	Included
Power Door Locks	Included
Power Tailgate Lock	Included
Power Front Windows	Included
4.2" Productivity Screen in Instrument Cluster	Included
SYNC Voice Recognition Communications	Included
Cruise Control	Included
BoxLink	Included
Pro Trailer Backup Assist	Included

**Upfit Options**

4-Corner LED Strobes	\$795.00
Remote Start	\$425.00

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SUBTOTAL	\$34,630.00
Destination Charge	\$1,195.00
<b>TOTAL</b>	<b>\$35,825.00</b>

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



## Warranty - Standard Equipment & Specs

### Warranty

#### *Basic*

Distance ..... 36000 miles      Months ..... 36 months

#### *Powertrain*

Distance ..... 60000 miles      Months ..... 60 months

#### *Corrosion Perforation*

Distance ..... Unlimited miles      Months ..... 60 months

#### *Roadside Assistance*

Distance ..... 60000 miles      Months ..... 60 months

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

# Village Board Agenda Memorandum

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**To:** Mayor & Village Board

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

**Subject:** FY16 Budget Amendment

**Date:** January 25, 2016

## **BACKGROUND/HISTORY**

Per State Statute a budget needs to be adopted by the Board before the beginning of the fiscal year and can be amended with Board approval during the course of the fiscal year. On April 13, 2015 the Village passed ordinance O-8-15 adopting the FY2015-2016 Operating and Capital Improvement Budget.

This amendment changes various revenues as well as expenditures. Revenues changes include increase in insurance reimbursements, permit revenue and state shared revenue. Please note that revenues will offset any expenditures and the excess, which is estimated to be \$400,000, will be added to the fund balance.

In the General Fund the expenditure changes include insurance costs, information technology charges, attorney legal counsel, permit/inspection, communication consultant, and salaries/benefits (building). Other fund expenditures include street resurfacing, replacing Metra building doors, land acquisition and close out of the Downtown TIF.

## **ATTACHMENTS**

Ordinance  
Budget Amendment Report (Revenue)  
Budget Amendment Report (Expenditure)



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

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 15-16  
FOR THE VILLAGE OF LEMONT**

**Adopted by the President  
and Board of Trustees  
of the Village of Lemont  
This 25<sup>th</sup> Day of January 2016**

**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 25<sup>th</sup> Day of January 2016**

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

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 15-16  
FOR THE VILLAGE OF LEMONT**

**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.

**WHEREAS**, the Village of Lemont Board of Trustees have adopted a budget for the fiscal year ending April 30, 2016, a certified copy of said Budget and a Certificate of Estimate of Revenues have been filed with the Office of the County Clerk for the Counties of Cook, DuPage and Will; and,

**WHEREAS**, circumstances have arisen during the fiscal year by which said Village wishes to amend said budget filed with the County Clerks according to the general ledger numbers and amounts listed in Attachment A; and

**WHEREAS**, the Village has additional revenue and/or designated fund balances that will be and is hereby allocated for said budget amendments as listed in Attachment A.

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

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

**SECTION 2:** The budget filed with the County Clerks is hereby amended according to the amendments outlined and enumerated in Attachment A to this Ordinance; and

**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:** 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 thereof other than the part declared to be invalid.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication provided 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 25<sup>th</sup> DAY OF JANUARY 2016**

	<u><b>AYES</b></u>	<u><b>NAYS</b></u>	<u><b>ABSENT</b></u>	<u><b>ABSTAIN</b></u>
<b>Debby Blatzer</b>				
<b>Paul Chialdikas</b>				
<b>Clifford Miklos</b>				
<b>Ron Stapleton</b>				
<b>Rick Sniegowski</b>				
<b>Jeanette Virgilio</b>				

**Approved by me this 25<sup>th</sup> day of January 2016**

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**BRIAN K. REAVES, Village President**

**Attest:**

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**CHARLENE M. SMOLLEN, Village Clerk**

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

Account	G/L Date	Journal	Description	Revenue	Increases	Decreases	Amended Balance
Fund: 10 General Fund							
Department: 01 Revenues							
Division: 000 Non Division							
Program: 0000 Non Program							
415.05 - Franchise Revenue Cable TV				Amended Balance as of: 1/31/2016			\$330,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$0.00	\$13,395.00	\$316,605.00
					\$0.00	\$13,395.00	\$316,605.00
415.10 - Franchise Revenue PEG Fees				Amended Balance as of: 1/31/2016			\$15,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$13,395.00	\$0.00	\$28,395.00
					\$13,395.00	\$0.00	\$28,395.00
420.10 - Shared Revenue Income Tax				Amended Balance as of: 1/31/2016			\$726,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$600,000.00	\$0.00	\$1,326,000.00
					\$600,000.00	\$0.00	\$1,326,000.00
420.15 - Shared Revenue Local Use Tax				Amended Balance as of: 1/31/2016			\$304,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$10,000.00	\$0.00	\$314,000.00
					\$10,000.00	\$0.00	\$314,000.00
430.10 - Business Licenses & Permits Engineering Grading Review Fee				Amended Balance as of: 1/31/2016			\$45,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$20,000.00	\$0.00	\$65,000.00
					\$20,000.00	\$0.00	\$65,000.00
430.12 - Business Licenses & Permits Engineering Admin Fee				Amended Balance as of: 1/31/2016			\$4,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$10,000.00	\$0.00	\$14,000.00
					\$10,000.00	\$0.00	\$14,000.00
430.15 - Business Licenses & Permits Site Development Fees				Amended Balance as of: 1/31/2016			\$20,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$30,000.00	\$0.00	\$50,000.00
					\$30,000.00	\$0.00	\$50,000.00

**Budget Amendments Report**

From Date: 1/1/2016 - To Date: 1/31/2016

Account	G/L Date	Journal	Description	Revenue	Increases	Decreases	Amended Balance
Fund: 10 General Fund							
Department: 01 Revenues							
Division: 000 Non Division							
Program: 0000 Non Program							
430.25 - Business Licenses & Permits Reinspections Fees				Amended Balance as of: 1/31/2016			\$15,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$20,000.00	\$0.00	\$35,000.00
					\$20,000.00	\$0.00	\$35,000.00
430.30 - Business Licenses & Permits Reinspection Fees - Engineering				Amended Balance as of: 1/31/2016			\$6,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$4,000.00	\$0.00	\$10,000.00
					\$4,000.00	\$0.00	\$10,000.00
430.35 - Business Licenses & Permits Planning & Zoning Applications				Amended Balance as of: 1/31/2016			\$10,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$30,000.00	\$0.00	\$40,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$54,000.00	\$0.00	\$94,000.00
					\$84,000.00	\$0.00	\$94,000.00
436.05 - Parking Fees Permits				Amended Balance as of: 1/31/2016			\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$1,005.00	\$0.00	\$1,005.00
					\$1,005.00	\$0.00	\$1,005.00
450.35 - Reimbursements Insurance				Amended Balance as of: 1/31/2016			\$10,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$32,334.00	\$0.00	\$42,334.00
					\$32,334.00	\$0.00	\$42,334.00
480.90 - Other Miscellaneous income				Amended Balance as of: 1/31/2016			\$24,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$16,065.00	\$0.00	\$40,065.00
					\$16,065.00	\$0.00	\$40,065.00
Program: 0000 Non Program Totals:					\$840,799.00	\$13,395.00	

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

Account	G/L Date	Journal	Description	Revenue	Increases	Decreases	Amended Balance
Fund: 10 General Fund							
Department: 01 Revenues							
Division: 000 Non Division							
Program: 4002 Long Run Creek Watershed Grant							
446.45 - Contributions			Long Run Creek Watershed		Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$1,488.00	\$0.00	\$1,488.00
					\$1,488.00	\$0.00	\$1,488.00
Program: 4002 Long Run Creek Watershed Grant Totals:					\$1,488.00	\$0.00	
Division: 000 Non Division Totals:					\$842,287.00	\$13,395.00	
Department: 01 Revenues Totals:					\$842,287.00	\$13,395.00	
<b>Fund Totals: General Fund</b>					\$842,287.00	\$13,395.00	
Fund: 38 Gateway Property Acq Fund							
Department: 01 Revenues							
Division: 000 Non Division							
Program: 0000 Non Program							
490.00 - Reallocated Prior Year Funds Budget Carryover					Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$500,000.00	\$0.00	\$500,000.00
					\$500,000.00	\$0.00	\$500,000.00
Program: 0000 Non Program Totals:					\$500,000.00	\$0.00	
Division: 000 Non Division Totals:					\$500,000.00	\$0.00	
Department: 01 Revenues Totals:					\$500,000.00	\$0.00	
<b>Fund Totals: Gateway Property Acq Fund</b>					\$500,000.00	\$0.00	
Fund: 40 Road Improvement Fund							
Department: 01 Revenues							
Division: 000 Non Division							
Program: 0000 Non Program							
490.00 - Reallocated Prior Year Funds Budget Carryover					Amended Balance as of: 1/31/2016		\$9,025.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$199,000.00	\$0.00	\$208,025.00
					\$199,000.00	\$0.00	\$208,025.00
Program: 0000 Non Program Totals:					\$199,000.00	\$0.00	
Division: 000 Non Division Totals:					\$199,000.00	\$0.00	

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

Department: 01 Revenues Totals:	Revenue			\$199,000.00	\$0.00	
<b>Fund Totals: Road Improvement Fund</b>				\$199,000.00	\$0.00	
Fund: 76 Parking Lot Fund						
Department: 15 Finance						
Division: 000 Non Division						
Program: 0000 Non Program						
490.00 - Reallocated Prior Year Funds Budget Carryover				Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$12,000.00	\$0.00	\$12,000.00
				\$12,000.00	\$0.00	\$12,000.00
Program: 0000 Non Program Totals:				\$12,000.00	\$0.00	
Division: 000 Non Division Totals:				\$12,000.00	\$0.00	
Department: 15 Finance Totals:				\$12,000.00	\$0.00	
<b>Fund Totals: Parking Lot Fund</b>				\$12,000.00	\$0.00	
<b>Grand Totals:</b>				\$1,553,287.00	\$13,395.00	

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

## Expenditure

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 10 Administration						
Division: 001 Administration						
Program: 0000 Non Program						
500.02 - Salaries Overtime				Amended Balance as of: 1/31/2016		\$2,925.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$5,000.00	\$0.00	\$7,925.00
				\$5,000.00	\$0.00	\$7,925.00
515.10 - Personnel Development General Training				Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$7,000.00	\$0.00	\$7,000.00
				\$7,000.00	\$0.00	\$7,000.00
523.10 - Other Services Consulting				Amended Balance as of: 1/31/2016		\$7,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$40,500.00	\$0.00	\$47,500.00
				\$40,500.00	\$0.00	\$47,500.00
523.55 - Other Services Ordinance Codification				Amended Balance as of: 1/31/2016		\$3,000.00
	01/15/2016	2016-00002831	3rd qtr approved 01/25/2016	\$7,000.00	\$0.00	\$10,000.00
				\$7,000.00	\$0.00	\$10,000.00
523.70 - Other Services Public Relations/Marketing				Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$2,000.00	\$0.00	\$2,000.00
				\$2,000.00	\$0.00	\$2,000.00
830.00 - Incentives General				Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$3,500.00	\$0.00	\$3,500.00
				\$3,500.00	\$0.00	\$3,500.00
Program: 0000 Non Program Totals:				\$65,000.00	\$0.00	
Division: 001 Administration Totals:				\$65,000.00	\$0.00	



# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

Account	G/L Date	Journal	Description	Expenditure	Increases	Decreases	Amended Balance
Fund: 10 General Fund							
Department: 10 Administration							
Division: 120 Human Resources							
Program: 0000 Non Program							
565.50 - Operating Supplies Wellness					Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$5,000.00	\$0.00	\$5,000.00
					<hr/>		
					\$5,000.00	\$0.00	\$5,000.00
Program: 0000 Non Program Totals:					\$5,000.00	\$0.00	
Division: 120 Human Resources Totals:					\$5,000.00	\$0.00	
Division: 140 Legal							
Program: 0000 Non Program							
530.05 - Legal Corporate					Amended Balance as of: 1/31/2016		\$112,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$112,000.00	\$0.00	\$224,000.00
					<hr/>		
					\$112,000.00	\$0.00	\$224,000.00
Program: 0000 Non Program Totals:					\$112,000.00	\$0.00	
Division: 140 Legal Totals:					\$112,000.00	\$0.00	
Department: 10 Administration Totals:					\$182,000.00	\$0.00	
Department: 20 Police							
Division: 001 Administration							
Program: 0000 Non Program							
527.10 - Insurance IRMA Deductible					Amended Balance as of: 1/31/2016		\$10,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$5,000.00	\$0.00	\$15,000.00
					<hr/>		
					\$5,000.00	\$0.00	\$15,000.00
Program: 0000 Non Program Totals:					\$5,000.00	\$0.00	
Division: 001 Administration Totals:					\$5,000.00	\$0.00	
Division: 210 Operations							
Program: 0000 Non Program							
547.00 - Vehicle Maintenance General					Amended Balance as of: 1/31/2016		\$12,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$5,000.00	\$0.00	\$17,000.00

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

## Expenditure

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 20 Police						
Division: 210 Operations						
Program: 0000 Non Program						
547.00 - Vehicle Maintenance General				Amended Balance as of: 1/31/2016		\$12,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$16,065.00	\$0.00	\$33,065.00
				\$21,065.00	\$0.00	\$33,065.00
Program: 0000 Non Program Totals:				\$21,065.00	\$0.00	
Division: 210 Operations Totals:				\$21,065.00	\$0.00	
Department: 20 Police Totals:				\$26,065.00	\$0.00	
Department: 25 Public Works						
Division: 390 Utilities						
Program: 0000 Non Program						
580.10 - Electric Expense Street Lighting				Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$90,000.00	\$0.00	\$90,000.00
				\$90,000.00	\$0.00	\$90,000.00
Program: 0000 Non Program Totals:				\$90,000.00	\$0.00	
Division: 390 Utilities Totals:				\$90,000.00	\$0.00	
Department: 25 Public Works Totals:				\$90,000.00	\$0.00	
Department: 30 Planning & Economic Development						
Division: 001 Administration						
Program: 0000 Non Program						
523.10 - Other Services Consulting				Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$8,000.00	\$0.00	\$8,000.00
				\$8,000.00	\$0.00	\$8,000.00
Program: 0000 Non Program Totals:				\$8,000.00	\$0.00	
Division: 001 Administration Totals:				\$8,000.00	\$0.00	
Division: 130 Community Relations						
Program: 0010 Quarryman Challenge						
523.25 - Other Services Events				Amended Balance as of: 1/31/2016		\$8,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$30,000.00	\$0.00	\$38,000.00

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

				Expenditure			
					\$30,000.00	\$0.00	\$38,000.00
Program: 0010 Quarryman Challenge Totals:					\$30,000.00	\$0.00	
Division: 130 Community Relations Totals:					\$30,000.00	\$0.00	
Division: 410 Planning Division							
Program: 4002 Long Run Creek Watershed Grant							
835.10 - Grants Professional Consulting							Amended Balance as of: 1/31/2016 \$0.00
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$1,488.00	\$0.00	\$1,488.00	
				<hr/>	<hr/>	<hr/>	
				\$1,488.00	\$0.00	\$1,488.00	
Program: 4002 Long Run Creek Watershed Grant Totals:				\$1,488.00	\$0.00		
Division: 410 Planning Division Totals:				\$1,488.00	\$0.00		
Division: 420 Economic Development							
Program: 0000 Non Program							
523.45 - Other Services Economic Development							Amended Balance as of: 1/31/2016 \$35,516.00
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$6,000.00	\$0.00	\$41,516.00	
				<hr/>	<hr/>	<hr/>	
				\$6,000.00	\$0.00	\$41,516.00	
Program: 0000 Non Program Totals:				\$6,000.00	\$0.00		
Division: 420 Economic Development Totals:				\$6,000.00	\$0.00		
Department: 30 Planning & Economic Development Totals:				\$45,488.00	\$0.00		
Department: 35 Building							
Division: 001 Administration							
Program: 0000 Non Program							
500.01 - Salaries Regular Salaries							Amended Balance as of: 1/31/2016 \$90,390.00
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$10,000.00	\$0.00	\$100,390.00	
				<hr/>	<hr/>	<hr/>	
				\$10,000.00	\$0.00	\$100,390.00	
510.25 - Fringe Benefits Medical/Dental Insurance							Amended Balance as of: 1/31/2016 \$47,846.00
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016		\$2,000.00	\$0.00	\$49,846.00	
				<hr/>	<hr/>	<hr/>	
				\$2,000.00	\$0.00	\$49,846.00	
Program: 0000 Non Program Totals:				\$12,000.00	\$0.00		
Division: 001 Administration Totals:				\$12,000.00	\$0.00		
Department: 35 Building Totals:				\$12,000.00	\$0.00		
Department: 40 Engineering							
Division: 470 General Engineering							

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016  
Expenditure

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 10 General Fund						
Department: 40 Engineering						
Division: 470 General Engineering						
Program: 0000 Non Program						
523.50 - Other Services General Engineering				Amended Balance as of: 1/31/2016		\$20,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$25,000.00	\$0.00	\$45,000.00
				\$25,000.00	\$0.00	\$45,000.00
Program: 0000 Non Program Totals:				\$25,000.00	\$0.00	
Division: 470 General Engineering Totals:				\$25,000.00	\$0.00	
Department: 40 Engineering Totals:				\$25,000.00	\$0.00	
Department: 50 Information Technology						
Division: 001 Administration						
Program: 0000 Non Program						
523.15 - Other Services Data Processing / Technology				Amended Balance as of: 1/31/2016		\$40,000.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$30,000.00	\$0.00	\$70,000.00
				\$30,000.00	\$0.00	\$70,000.00
Program: 0000 Non Program Totals:				\$30,000.00	\$0.00	
Division: 001 Administration Totals:				\$30,000.00	\$0.00	
Division: 500 Capital						
Program: 0000 Non Program						
614.10 - Capital Outlay Software & Technology Small Inventory Asset				Amended Balance as of: 1/31/2016		\$250.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$10,000.00	\$0.00	\$10,250.00
				\$10,000.00	\$0.00	\$10,250.00
Program: 0000 Non Program Totals:				\$10,000.00	\$0.00	
Division: 500 Capital Totals:				\$10,000.00	\$0.00	
Department: 50 Information Technology Totals:				\$40,000.00	\$0.00	
<b>Fund Totals: General Fund</b>				\$420,553.00	\$0.00	
Fund: 38 Gateway Property Acq Fund						
Department: 90 General Government						
Division: 500 Capital						
Program: 0000 Non Program						

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016

			Expenditure	Amended Balance as of: 1/31/2016		\$0.00
600.00 - Capital Outlay Land Land						
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$500,000.00	\$0.00	\$500,000.00	
			\$500,000.00	\$0.00	\$500,000.00	
Program: 0000 Non Program Totals:			\$500,000.00	\$0.00		
Division: 500 Capital Totals:			\$500,000.00	\$0.00		
Department: 90 General Government Totals:			\$500,000.00	\$0.00		
<b>Fund Totals: Gateway Property Acq Fund</b>			<b>\$500,000.00</b>	<b>\$0.00</b>		
Fund: 40 Road Improvement Fund						
Department: 92 Public Works Capital						
Division: 500 Capital						
Program: 0000 Non Program						
604.05 - Infrastructure Engineering				Amended Balance as of: 1/31/2016	\$0.00	
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$22,000.00	\$0.00	\$22,000.00	
			\$22,000.00	\$0.00	\$22,000.00	
604.10 - Infrastructure Construction				Amended Balance as of: 1/31/2016	\$0.00	
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$177,000.00	\$0.00	\$177,000.00	
			\$177,000.00	\$0.00	\$177,000.00	
Program: 0000 Non Program Totals:			\$199,000.00	\$0.00		
Division: 500 Capital Totals:			\$199,000.00	\$0.00		
Department: 92 Public Works Capital Totals:			\$199,000.00	\$0.00		
<b>Fund Totals: Road Improvement Fund</b>			<b>\$199,000.00</b>	<b>\$0.00</b>		
Fund: 70 Water & Sewer Fund						
Department: 10 Administration						
Division: 140 Legal						
Program: 0000 Non Program						
530.05 - Legal Corporate				Amended Balance as of: 1/31/2016	\$15,000.00	
01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$40,000.00	\$0.00	\$55,000.00	
			\$40,000.00	\$0.00	\$55,000.00	
Program: 0000 Non Program Totals:			\$40,000.00	\$0.00		
Division: 140 Legal Totals:			\$40,000.00	\$0.00		
Department: 10 Administration Totals:			\$40,000.00	\$0.00		
<b>Fund Totals: Water &amp; Sewer Fund</b>			<b>\$40,000.00</b>	<b>\$0.00</b>		

# Budget Amendments Report

From Date: 1/1/2016 - To Date: 1/31/2016  
Expenditure

Account	G/L Date	Journal	Description	Increases	Decreases	Amended Balance
Fund: 76 Parking Lot Fund						
Department: 25 Public Works						
Division: 330 Facilities Management Division						
Program: 0000 Non Program						
550.47 - Buildings and Grounds Maintenance Metra Building						
				Amended Balance as of: 1/31/2016		\$0.00
	01/15/2016	2016-00002812	3rd Quater Budget Amendment approved 01/25/2016	\$12,000.00	\$0.00	\$12,000.00
				\$12,000.00	\$0.00	\$12,000.00
Program: 0000 Non Program Totals:				\$12,000.00	\$0.00	
Division: 330 Facilities Management Division Totals:				\$12,000.00	\$0.00	
Department: 25 Public Works Totals:				\$12,000.00	\$0.00	
<b>Fund Totals: Parking Lot Fund</b>				\$12,000.00	\$0.00	
<b>Grand Totals:</b>				\$1,171,553.00	\$0.00	

# **Village Board**

## **Agenda Memorandum**

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To: Mayor Brian Reaves  
Village Board of Trustees

From: George Schafer, Village Administrator  
Linda Molitor, Executive Assistant

Subject: Website Redesign

Date: January 25, 2016

### **SUMMARY**

Consistent with the initiatives in the Strategic Plan and Comprehensive Plan, the Village budgeted funds in the FY 15-16 budget to revamp the current website which was launched in 2009. It is recommended that a municipality website be redesigned every 3 1/2 – 4 years.

While evaluating options through the Village's current website provider, staff was made aware of additional features that are offered which will assist us in reaching our goal of creating a more user friendly, community engaged site, with enhancements in the mobile, marketing and communication fields.

### **RECOMMENDATIONS**

Staff recommends passage of the attached resolution.

### **ATTACHMENTS**

1. CivicPlus Premium Recurring Redesign Service & License Agreement

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

**A Resolution Approving an Agreement with CivicPlus**

**WHEREAS**, the President and Board of Trustees desire to enter into an agreement with CivicPlus, substantially in the form attached hereto as Exhibit A;

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

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

**SECTION TWO:** The Village Administrator is authorized to execute the service agreement attached hereto as Exhibit A, to make minor changes to the documents prior to execution which does not materially alter the Village’s obligations, and to take any other steps necessary to carry out this Resolution.

**SECTION 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 25th day of January 2016.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniegowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____



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**BRIAN K. REAVES**  
**President**

ATTEST:

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

**EXHIBIT A**

**Agreement with CivicPlus**



**CivicPlus Premium Recurring Redesign**

<b>Organization</b>	Village of Lemont, IL			<b>URL</b>	<a href="http://www.lemont.il.us">www.lemont.il.us</a>
<b>Street Address</b>	418 Main Street				
<b>Address 2</b>					
<b>City</b>	Lemont	<b>State</b>	IL	<b>Postal Code</b>	60439
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.					
<b>Emergency Contact &amp; Mobile Phone</b>	George Schafer [REDACTED]				
<b>Emergency Contact &amp; Mobile Phone</b>	Linda Molitor [REDACTED]				
<b>Emergency Contact &amp; Mobile Phone</b>					
<b>Billing Contact</b>	George Schafer			<b>E-Mail</b>	<a href="mailto:gschafer@lemont.il.us">gschafer@lemont.il.us</a>
<b>Phone</b>	630-243-2709	<b>Ext.</b>	N/A	<b>Fax</b>	630-243-0958
<b>Billing Address</b>	418 Main Street				
<b>Address 2</b>					
<b>City</b>	Lemont	<b>ST</b>	IL	<b>Postal Code</b>	60439
<b>Tax ID #</b>	36-6005968			<b>Sales Tax Exempt #</b>	E9998-1572-07
<b>Billing Terms</b>	Annual			<b>Account Rep</b>	Reece Hammitt
Info Required on Invoice (PO or Job #)					
<b>Contract Contact</b>	George Schafer			<b>Email</b>	<a href="mailto:gschafer@lemont.il.us">gschafer@lemont.il.us</a>
<b>Phone</b>	630-243-2709	<b>Ext.</b>	N/A	<b>Fax</b>	630-243-0958
<b>Project Contact</b>	Linda Molitor			<b>Email</b>	<a href="mailto:lmolitor@lemont.il.us">lmolitor@lemont.il.us</a>
<b>Phone</b>	630-257-1590	<b>Ext.</b>	N/A	<b>Fax</b>	630-243-0958

**Terms & Conditions**

**Client Deliverable**

1. Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) will create a CP Premium Recurring Redesign for the Village of Lemont, IL (“Client”) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

**Billing & Payment Terms**

2. Client has selected the CP Premium Recurring Redesign Package, which includes a CP Premium design upon contract signing and eligibility for a CP Basic Redesign. Client will be invoiced for one half of the total One Time Fee as detailed in Exhibit A upon the signing of this Agreement and for the increase in monthly recurring fees. The remainder of the One Time Fee will be invoiced May 1, 2016.
3. After initiation of this CP Premium Redesign Package contract, Client will begin building eligibility for a CP Basic redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign.



## Service & License Agreement for **Lemont, IL**

4. The Client shall sign a project completion and acceptance form prior to the project go-live. The date may be extended if material system or operational failures are encountered. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
5. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
6. Fees for the CP Premium Recurring Redesign Package are invoiced prior to the year of service. Invoices shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
7. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
8. Should the Client fail to meet any deadlines mutually agreed upon in the timeline meeting both parties will mutually agree to extend the affected milestone dates. CivicPlus will not be held liable under this Agreement for any delay caused by the Client. Should delays caused by the Client extend the website redesign go live date by more than 30 days past the originally agreed upon date the Client can select one of the following options:
  - a. Client will pay annual fees for the current live website and the redesigned website under development, as both are being hosted on our servers.
  - b. Annual Services will be discontinued for the current live website (website will no longer be accessible to the public or Client).
9. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
10. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
11. Unless otherwise limited by law, specifically including but not limited to the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*), a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
12. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request.

### **Agreement Renewal**

13. This contract shall remain in effect for a period of one year (12 months) from signing by both parties. In the event that neither party gives notice not less than 60 days prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign.
14. Either party may terminate the agreement at the end of the contract term by providing the other party with not less than 60 days written notice, prior to the contract renewal date.
15. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility. In the event of early termination of this Agreement by the Client, full payment for services provided is due following submission of an invoice for all work properly performed prior to termination. The final invoice shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
16. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

### **Support**

17. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.



## Service & License Agreement for **Lemont, IL**

18. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
19. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
20. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

### **Intellectual Property, Ownership & Content Responsibility**

21. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the GCMS® software or its associated applications and modules.
22. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Notwithstanding the foregoing, CivicPlus warrants that all content turned over to Client upon completion of the development of the site, including but not limited to graphics, logos, taglines, renderings, and any parts or components thereof (collectively, "CivicPlus Design Concepts"), and provided to the Client as a part of the services contemplated by this Agreement, will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. CivicPlus agrees to indemnify, defend and hold Client harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Client in connection with any such infringement claim by any third party. CivicPlus further warrants that if the Client is enjoined from using any CivicPlus Design Concepts due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at CivicPlus' option, CivicPlus shall promptly either: (i) procure for the Client, at CivicPlus' expense, the right to continue using the CivicPlus Design Concepts; or (ii) replace or modify the CivicPlus Design Concepts, at CivicPlus' expense, so that the CivicPlus Design Concepts become non-infringing.
23. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
24. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

### **Indemnification**

25. Each party agrees to hold harmless, defend and indemnify the other party from any and all losses, claims, demands, liability, costs, or expenses, including but not limited to, reasonable costs of litigation and attorney's fees, which arise out of any act or omission of the indemnifying Party in connection with or arising from the obligations contained in this Agreement.

### **Force Majeure**

26. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **Taxes**

27. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.
28. Warranty of Services. CivicPlus warrants that the services contemplated by this Agreement shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services



of a similar nature. This warranty shall be in addition to other warranties expressed in this Agreement, or expressed or implied by law.

29. **Insurance.** CivicPlus agrees to provide and keep in force at all times during this Agreement, at its sole cost and expense, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). The Client and its elected and appointed officials, officers, employees, and agents shall be named as additional insureds on any such insurance. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and shall be satisfactory to the Client in its sole discretion. All certificates and policies of insurance, including appropriate additional insured endorsement, in connection herewith shall be furnished to the Client prior to the commencement of any of CivicPlus' services required under this Agreement. All insurance coverage provided by CivicPlus shall be primary coverage as to the Client. Any insurance or self-insurance maintained by the Client shall be excess of CivicPlus' insurance and shall not contribute with it. CivicPlus shall similarly cause each subcontractor employed by CivicPlus to purchase and maintain insurance of the type specified above. When requested by the Client, CivicPlus shall furnish copies of certificates and policies of insurance, including appropriate additional insured endorsements, evidencing coverage for each subcontractor. The insurance policies required hereunder shall not be canceled or amended without 30 days prior written notice having been given to the Client.
30. **Relationship of the Parties.** CivicPlus shall act as an independent contractor in providing and performing all services contemplated by this Agreement. Nothing in, or done pursuant to, this Agreement shall be construed to (1) create the relationship of principal and agent, employer and employee, partners, or joint venturers between Client and CivicPlus; or (2) create any relationship between Client and any subcontractor of CivicPlus. CivicPlus shall take direction solely and directly from Client.
31. **Conflict of Interest.** CivicPlus represents and certifies that, to the best of its knowledge, (1) no Client employee or agent is interested in the business of CivicPlus or this Agreement; (2) as of the date of this Agreement neither CivicPlus nor any person employed or associated with CivicPlus has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither CivicPlus nor any person employed by or associated with CivicPlus shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
32. **No Collusion.** CivicPlus represents and certifies that (1) CivicPlus is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to Client prior to the execution of this Agreement; and (3) this Agreement is made by CivicPlus without collusion with any other person, firm, or corporation. If at any time it shall be found that CivicPlus has, in procuring this Agreement, colluded with any other person, firm, or corporation, then CivicPlus shall be liable to Client for all loss or damage that Client may suffer, and this Agreement shall, at Client's option, be null and void.
33. **Sexual Harassment Policy.** CivicPlus certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).
34. **Non-Discrimination.** In all hiring or employment by CivicPlus pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. CivicPlus agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.
35. **Freedom of Information Act.** CivicPlus agrees to furnish all documentation related to this Agreement, and any documentation related to Client required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Client issues notice of such request to CivicPlus. Consultant agrees to defend, indemnify and hold harmless Client, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for Client to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CivicPlus's, actual or alleged violation of the FOIA or CivicPlus's failure to furnish all documentation related to a request within five (5) days after Client issues notice of a request.

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



## Service & License Agreement for **Lemont, IL**

reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CivicPlus's request to utilize a lawful exemption to Client.

36. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both Client and CivicPlus.
37. Assignment. This Agreement may not be assigned by Client or by CivicPlus without the prior written consent of the other Party.
38. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
39. Notice. All notice required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a reputable overnight courier, (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by telecopy. Telecopy notices shall be deemed valid only to the extent that they are actually received by the individual to whom addressed and followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below.

Notices and communications to Client shall be addressed to, and delivered at, the following address:

Village of Lemont  
Attn: Village Administrator  
418 Main Street  
Lemont, Illinois 60439

Notices and communications to CivicPlus shall be addressed to, and delivered at, the following address:

CivicPlus  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

40. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than CivicPlus shall be made, or be valid, against Client.
41. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
42. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between Client and CivicPlus with respect to the services contemplated by this Agreement.
43. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Agreement.
44. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
45. Effective Date. This agreement shall be binding on the Parties and effective only as of the date fully executed by both Parties.
46. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by Client of any right, privilege or defense available to Client under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.
47. Governing Law and Jurisdiction. Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between Client and CivicPlus arising out of this Agreement or the performance of the services contemplated by this Agreement shall be brought in a court of competent jurisdiction in the County of Cook, State of Illinois.
48. Compliance with Laws. Consultant shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the performance of the services



contemplated under this Agreement, now in effect, or which may become in effect during the performance of said services. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Americans with Disabilities Act, Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Illinois Drugfree Workplace Act, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and Client of Lemont.

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

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last set forth below.**

_____	_____
Client	Date
_____	_____
CivicPlus	Date

**Sign and E-mail the entire contract with exhibits to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

--Remainder of this page left intentionally blank--



**Exhibit A - CivicPlus Project Deliverables**

CivicPlus Project Development Services & Scope of Services for CP Premium Redesign		
Design & Project Overview	Annual Fee Increase	One Time Fee
<ul style="list-style-type: none"> <li>• New responsive design presented on Aurora</li> <li>• Redevelop navigation method (may choose top drop-down or other options)</li> <li>• Design setup – wireframe</li> <li>• Print this page option</li> <li>• Email this page option</li> <li>• Breadcrumbs</li> <li>• Sitemap</li> <li>• Google Translation Tool</li> <li>• Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)</li> <li>• Project Management</li> <li>• Testing</li> <li>• Review</li> <li>• Content                             <ul style="list-style-type: none"> <li>○ Includes migrating of all existing content and retouching of published pages to ensure proper formatting, menu structure and application of new site styles</li> <li>○ Ensuring modules are related to feature columns</li> <li>○ Contact information will be updated for consistency based on site standards and moved to info advanced areas if pages previously utilized right contact formatting</li> <li>○ Pages content will be edited and moved for usability and consistency</li> <li>○ Pages will be moved to coordinate with new menu structure and we will assist with building out place holder pages</li> </ul> </li> </ul> <p><b>Note:</b> Content will be reformatted and broken up (shortened or re-sectioned) for usability and consistency. No new content will be developed during this process.</p> <ul style="list-style-type: none"> <li>• Spelling and broken links will be checked and updated by our team where possible. Additional report will be provided to client</li> <li>• 6 hours of Aurora web group training for up to 4 people</li> <li>• (3) Four hour days of refresher phone training for up to 2 individuals</li> <li>• CivicSend</li> <li>• Custom Mobile App</li> <li>• Subsite – Community Calendar (annual fee for year #1 – included in fee-annual fee for year #2 - \$1,575)</li> <li>• Inclusion of all standard modules (see follow page for complete list)</li> </ul>	<p><b>\$5,245</b></p>	<p><b>\$25,083</b></p>
<b>Add-On Options</b>		
Additional Banners	<i>Optional</i>	
3 Days On-site Training	<i>Optional</i>	
Media Center Module	<i>Optional \$1,000 per year</i>	
<b>Annual Increase</b>		<b>\$5,245</b>
<b>Total One-Time Fee</b>		<b>\$25,083</b>
<b>Total Due (depends on payment terms)</b>		<b>\$30,328</b>



**Project Development and Deployment Includes the Following:**

Modules	Functionality
<ul style="list-style-type: none"> <li>• Agenda Center</li> <li>• Alerts Center &amp; Emergency Alert Notification</li> <li>• Archive Center</li> <li>• Bid Postings</li> <li>• Blog</li> <li>• Business/Resource Directory</li> <li>• Calendar</li> <li>• Citizen Request Tracker™ (5 users)</li> <li>• Community Connection</li> <li>• Community Voice™</li> <li>• Document Center</li> <li>• ePayment Center</li> <li>• Facilities &amp; Reservations</li> <li>• Frequently Asked Questions</li> <li>• Forms Center</li> <li>• Intranet</li> <li>• Job Postings</li> <li>• My Dashboard</li> <li>• News Flash</li> <li>• Notify Me® email and 500 SMS subscribers</li> <li>• Photo Gallery</li> <li>• Quick Links</li> <li>• Spotlight</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Action Items Queue</li> <li>• Audit Trail / History Log</li> <li>• Automated PDF Converter</li> <li>• Automatic Content Archiving</li> <li>• Dynamic Breadcrumbs</li> <li>• Dynamic Sitemap</li> <li>• Expiring Items Library</li> <li>• Graphic Link Administration</li> <li>• Links Redirect</li> <li>• Menu Management</li> <li>• Mouse-over Menu Structure</li> <li>• Online Editor for Editing and Page Creation (WYSIWYG)</li> <li>• Online Web Statistics</li> <li>• Printer Friendly/Email Page</li> <li>• RSS</li> <li>• Site Layout Options</li> <li>• Site Search &amp; Entry Log</li> <li>• Slideshow</li> <li>• Social Media Integration (Facebook, Share and Twitter)</li> <li>• User &amp; Group Administration Rights</li> <li>• Web Page Upload Utility</li> <li>• Website Administrative Log</li> </ul>



**Exhibit B - Annual Support, Maintenance and Hosting Services**

<p><b>Current Annual Support, Maintenance and Hosting Fee</b>                  Server Storage not to exceed 10GB                  Includes Intranet                  Does Not include Media Center Module Storage</p>		<p><b>\$5,105.48</b></p>
<p><b>Total Annual Support, Maintenance and Hosting Fee</b>                  (Effective upon Contract Signing)</p>		<p><b>\$5,105.48</b></p>
<p><b>Support, Maintenance &amp; Hosting Services Include:</b></p>		
<p><b>Support</b></p>	<p><b>Maintenance of CivicPlus Application &amp; Modules</b></p>	<p><b>Hosting</b></p>
<p>7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)                  24/7 Emergency Support                  Dedicated Support Personnel                  2-hour Response During Normal Hours                  Usability Improvements                  Integration of System Enhancements                  Proactive Support for Updates &amp; Fixes                  Online Training Manuals                  Monthly Newsletters                  Routine Follow-up Check-ins                  CivicPlus Connection</p>	<p>Install Service Patches for OS                  System Enhancements                  Fixes                  Improvements                  Integration                  Testing                  Development                  Usage License</p>	<p>Shared Web/SQL Server                  DNS Consulting &amp; Maintenance                  Monitor Bandwidth-Router Traffic                  Redundant ISP                  Redundant Cooling                  Diesel Powered Generator                  Daily Tape Backup                  Intrusion Detection &amp; Prevention                  Antivirus Protection                  Upgrade Hardware</p>

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

**from:** James L. Cainkar, P.E., P.L.S.

**subject:** **Lemont East Utility Extension  
Phase 1 – Bell Road Utility Extension to McCarthy Road  
Approval of Change Order No. 1**

**date:** January 19, 2016

**BACKGROUND/HISTORY**

DiMeo Brothers, Inc. entered into a contract with the Village, in the amount of \$1,139,537.00, for the Lemont East Utility Extension – Phase I project, which work consisted of the construction of an 12-inch Ductile Iron water main; 10-inch PVC sanitary sewer; sanitary manholes; gate valves; valve vaults; fire hydrants; topsoil; seeding; and all appurtenant construction.

Due to favorable construction conditions and prices, it is beneficial to the Village to consider the extension of the sanitary sewer and water main an additional 678 feet to the north of McCarthy Road.

**RECOMMENDATION**

Approval of Change Order No. 1, in the net additional amount of \$173,052.00.

**ATTACHMENTS**

- Resolution Approving Change Order No. 1
- Change Order No. 1, in the amount of \$173,052.00.

**VILLAGE BOARD ACTION REQUIRED**

Approval of Resolution approving Change Order No. 1, for the Lemont East Utility Extension – Phase I project to DiMeo Brothers, Inc.

**RESOLUTION \_\_\_\_\_**

**RESOLUTION APPROVING CHANGE ORDER NO. 1  
Lemont East Utility Extension  
Phase 1 – Bell Road Utility Extension to McCarthy Road**

**WHEREAS**, the Village of Lemont required that the Lemont East Utility Extension Phase 1 – Bell Road Utility Extension to McCarthy Road project be completed; and

**WHEREAS**, the Village awarded the contract, in the amount of \$1,139,537.00 to DiMeo Brothers, Inc. for such work, as part of the Lemont East Utility Extension – Phase I, and;

**WHEREAS**, a Change Order No. 1 is necessary in the amount of \$173,052.00, to extend the water main and sanitary sewer north of McCarthy Road, along Bell Road; and

**WHEREAS**, the Village has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was executed; and

**WHEREAS**, the Village has determined that his change is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees that the Change Order No. 1 with DiMeo Brothers, Inc. is hereby approved.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 25<sup>th</sup> day of January, 2016.**

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Rick Sniegowski				
Ronald Stapleton				
Jeanette Virgilio				

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**CHARLENE SMOLLEN, Village Clerk**

Approved by me this 25<sup>th</sup> day of **January, 2016.**

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**BRIAN K. REAVES, Village President**



Date: January 19, 2016 County Cook, DuPage & Will  
 Request No. 1 Road District or Municipality Village of Lemont  
 Contractor: DiMeo Brothers, Inc. Section Lemont East Utility Extension  
 Address: 720 Richard Lane - Phase One  
Elk Grove, IL 60007 Project No.: 15053

I recommend that an  addition  
 extension be made  to the above contract.  
 deduction  from

Between Station \_\_\_\_\_ and Station \_\_\_\_\_ a net length of \_\_\_\_\_  
 (Do not fill in unless a change in length is involved.)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Item No	Description	Awarded			As Constructed					
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Additions	Deductions
<b>ALTERNATE 'A' BID</b>										
1	Exploratory Excavation	CU YD	120	\$ 1,800.00				\$ 15.00		
2	Sanitary Sewer in Trench, PVC (SDR 26), 10" (5' to 10' Depth)	FOOT	400	24,000.00				60.00		
3	Sanitary Sewer in Trench, PVC (SDR 21), 10" (5' to 10' Depth)	FOOT	163	10,595.00				65.00		
4	Sanitary Sewer in Trench, PVC (SDR 21), 10" (10' to 15' Depth)	FOOT	140	11,200.00				80.00		
5	Sanitary Sewer in Trench, PVC (SDR 21), 10" (15' to 20' Depth)	FOOT	1603	144,270.00	678		678	90.00	\$61,020.00	
6	Sanitary Sewer in Trench, PVC (SDR 21), 10" (20' to 25' Depth)	FOOT	1528	175,720.00				115.00		
7	Sanitary Sewer in Trench, PVC (SDR 21), 10" (25' to 30' Depth)	FOOT	275	49,500.00				180.00		
8	Drop Manhole Connection	EACH	4	8,000.00				2,000.00		
9	Sanitary Manholes, Type A, 5'-Dia., Type 1 Frame, Closed Lid	EACH	11	44,000.00	2		2	4,000.00	\$8,000.00	
10	Sanitary Manholes, Type A, 4'-Dia., Type 1 Frame, Closed Lid	EACH	2	6,000.00				3,000.00		
11	Connection to Existing Sanitary Sewer, 10"	EACH	1	4,500.00	1		1	4,500.00	\$4,500.00	
12	Additional Depth of Manholes, 5' Dia.	VERT FT	162	17,820.00	20		20	110.00	\$2,200.00	
13	Water Main in Trench, Ductile Iron, 12"	FOOT	4176	321,552.00	612		612	77.00	\$47,124.00	
14	Water Main in Trench, Ductile Iron, 8"	FOOT	16	880.00				55.00		
15	Nitrile Gaskets, 12"	EACH	64	2,240.00				35.00		
16	Connection to Existing Water Main, 12"	EACH	1	1,500.00	1		1	1,500.00	\$1,500.00	
17	Valve Vaults, Type A, 5' Dia.	EACH	7	17,500.00	1		1	2,500.00	\$2,500.00	
18	Valve Vaults, Type A, 4' Dia.	EACH	1	1,800.00				1,800.00		
19	Pipe Fittings (Mechanical Joints), Ductile Iron	POUND	3000	18,000.00	383		383	6.00	\$2,298.00	
20	Fire Hydrants	EACH	9	36,000.00	2		2	4,000.00	\$8,000.00	
21	Gate Valves, 12"	EACH	7	17,500.00	1		1	2,500.00	\$2,500.00	
22	Gate Valves, 8"	EACH	1	2,000.00				2,000.00		
23	Steel Encasing Pipe, Jacked in Place, 20" x 3/8"	FOOT	95	30,400.00				320.00		
24	Steel Encasing Pipe, Jacked in Place, 16" x 3/8"	FOOT	95	31,350.00				330.00		
25	Encasing Pipe in Trench, 16"	FOOT	30	3,000.00				100.00		
26	Encasing Pipe in Trench, 20"	FOOT	106	13,250.00				125.00		
27	Air Release Valve, 1-1/2"	EACH	1	1,500.00				1,500.00		
28	Valve Box, Cast Iron, 6"	EACH	2	500.00				250.00		
29	Selected Granular Backfill (FA-6)	CU YD	500	7,500.00				15.00		
30	Pipeline Backfill (FA-6), Compacted	CU YD	300	5,400.00				18.00		
31	Pipeline Markers	EACH	10	2,000.00				200.00		
32	Temporary Access (Road)	EACH	1	1,500.00				1,500.00		
								<b>Totals:</b>	<b>\$139,642.00</b>	
								<b>Net Change:</b>	<b>\$ 139,642.00</b>	<b>\$ -</b>

**Request for Approval  
of Change in Plans**

Date: January 19, 2016 County Cook, DuPage & Will  
 Request No. 1 Road District or Municipality Village of Lemont  
 Contractor: DiMEO Brothers, Inc. Section Lemont East Utility Extension  
 Address: 720 Richard Lane  
Elk Grove, IL 60007 Project No.: 15053

(see page 1)

The estimated quantities are shown below and the Contractor agrees to furnish the materials and do the work at the unit prices. Show station location for major items.

Item No	Description	Awarded			As Constructed					
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Additions	Deductions
33	Temporary HMA Surfacing, 3"	SQ YD	60	\$ 3,000.00				\$ 50.00		
34	Class D Patches, Type II, 11-1/2"	SQ YD	60	6,600.00				110.00		
35	Tree, Acer Platanoides (Norway Maple), 3-1/2" Caliper, Balled and Burlapped	EACH	7	6,650.00				950.00		
36	Tree, Acer X Freemanii Autumn Blaze (Autumn Blaze Freeman Maple), 3-1/2" Caliper, Balled and Burlapped	EACH	7	6,300.00				900.00		
37	Tree, Gleditsia Triacanthos Var. Inermis Imperial (Imperial) Thornless Honeylocust), 3-1/2" Caliper, Balled and Burlapped	EACH	7	5,950.00				850.00		
38	Perimeter Erosion Barrier	FOOT	320	960.00				3.00		
39	Erosion Control Blanket	SQ YD	9500	19,000.00	1750		1750	2.00	\$3,500.00	
40	Topsoil Furnish and Place, 4"	SQ YD	9500	38,000.00	1750		1750	4.00	\$7,000.00	
41	Seeding, Class I	ACRE	2	3,600.00	0.45		0.45	1,800.00	\$810.00	
42	Traffic Control and Protection, Standard 701501	L SUM	1	15,000.00				15,000.00		
43	Temporary Information Signing	SQ FT	48	1,200.00				25.00		
44	Maintenance of Existing Traffic Signal Installation	EACH	1	5,000.00				5,000.00		
45	Construction Layout	L SUM	1	10,000.00				10,000.00		
46	Insurance Provisions - Complete (ComEd Requirements)	L SUM	1	4,500.00				4,500.00		
47	Insurance Provisions - Complete	L SUM	1	1,000.00				1,000.00		
<b>*** APPROVED EXTRA ITEMS***</b>										
AE1	Removal & Reinstallation of Existing Fence @ 12915 Dunmoor Drive	L SUM						1,380.00		
<b>CHANGE ORDER NO. 1 - SUPPLEMENTAL ITEMS</b>										
	Traffic Control and Protection, Standard 701501	L SUM			1		1	3,500.00	\$3,500.00	
	Supplemental Construction Layout	L SUM			1		1	3,100.00	\$3,100.00	
	Chain Link Fence Removal	L SUM			1		1	3,000.00	\$3,000.00	
	Supplemental Tree and Brush Removal	L SUM			1		1	9,000.00	\$9,000.00	
	Pipe & Manhole Tests	L SUM			1		1	3,500.00	\$3,500.00	
<b>Total net addition to date</b>				\$ 1,139,537.00				<b>Totals:</b>	\$ 173,052.00	
								<b>Net Change:</b>	\$ 173,052.00	\$ -

