

# *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  
September 12, 2016 – 7:00 PM  
Village Hall – Village Board Room  
418 Main Street, Lemont, IL 60439

## AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes
    1. August 22, 2016 Village Board Meeting Minutes
  - B. Approval of Disbursements
- IV. Mayor's Report
  - A. Audience Participation
- V. Clerk's Report
  - A. Correspondence
  - B. Ordinances
    1. An Ordinance of the Village of Lemont, Cook County, Illinois Further Amending the Gateway Redevelopment Project Area, as Amended (Admin/Finance)(Reaves/Stapleton)(Schafer/Smith)
    2. An Ordinance Amending Chapter 2 of the Lemont, Illinois Municipal Code Creating the Offices of Corporation Counsel and Deputy Village Administrator (Administration)(Reaves)(Schafer)

3. An Ordinance Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions  
(Administration)(Reaves)(Schafer)

C. Resolution

1. A Resolution Approving an Employment Agreement Between the Village of Lemont and Jeffrey M. Stein for the Positions of Corporation Counsel/Deputy Village Administrator  
(Administration)(Reaves)(Schafer)

VI. Village Attorney Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

X. Unfinished Business

XI. New Business

XII. Executive Session Discussion Under Chapter 5 ILCS

A. The appointment of the occupant of a public office under Section 2(c)3

B. The performance of an employee under Section 2(c)1

XIII. Action on Closed Session Item(s)

XIV. Motion to Adjourn

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**August 22, 2016**  
**7:00 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, August 22, 2016 at 7:00 p.m., with Mayor Brian Reaves presiding.

I. **PLEDGE OF ALLEGIANCE**

II. **ROLL CALL:** Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; present.

III. **CONSENT AGENDA**

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

A. Approval of Minutes

1. August 8, 2016 Village Board Meeting Minutes
2. August 15, 2016 Committee of the Whole Meeting Minutes

B. Approval of Disbursements

C. Ordinance O-22-16 Authorizing Sale and Disposal of Surplus Village Property

D. Resolution R-47-16 Approving the Purchase of a 2.5 Ton Dump Truck

E. Resolution R-48-16 Approving a Professional Services Agreement with Christopher B. Burke Engineering, LTD.

Roll Call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.

IV. **MAYOR'S REPORT**

A. The OAN Sentry Network Member Recognition will be done at the September 26, 2016 Village Board Meeting.

B. The Northern Will County Water Agency was in court for three days last week against the Illinois American Water Company. The outcome will be known in 30-45 days.

C. Audience Participation - None

V. Clerk's Report

A. Ordinances

1. Ordinance O-23-16 Granting a Variation to §17.07.020.F.2 of the UDO to Allow for a Driveway to Access a Street at 23 E. Logan Street in Lemont, IL (23 E. Logan St. Variation). Motion by Chialdikas, seconded by Miklos, to adopt said ordinance. Roll Call: Virgilio,

aye; Blatzer, nay; Chialdikas, aye; Miklos, aye; Sniegowski, aye; Stapleton, nay; 4 ayes; 2 nays. Motion passed.

B. Resolution

1. Resolution R-49-16 Approving the IMTT Culvert Improvement Agreement with Norvilla, LLC. Motion by Miklos, seconded by Blatzer, to adopt said resolution. Roll Call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.

VI. Village Attorney Report

VII. Village Administrator Report

- A. The redesigned website was launched last week. Residents are encouraged to submit feedback to us. The Mobile App will be available in September.
- B. Keepataw Parade is on September 3 and Heritage Fest will take place downtown after the parade.

VIII. Board Reports

IX. Staff Reports

- A. Public Works – McCarthy Road project will start up next week. Much construction will begin after Labor Day. Next year road construction will be scheduled to be completed prior to the Labor Day holiday.

X. Unfinished Business

- A. Army Corps is about ready to give us the go ahead on the canal project. We may need an archeological study first.

XI. New Business

- A. An inquiry was made about having a weekend bike race through town. The Board said that this is the fifth or sixth inquiry on this subject. Funding is an issue. More information will be obtained.

XII. Motion for Executive Session

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing under Chapter 5 ILCS, the performance of an employee and the employment of an employee under Section 2(c)1 of the Open Meetings Act. Roll Call: Virgilio, Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 6 ayes. Motion passed.

XIII. Action on Closed Session Item – None

XIV. Motion to Adjourn

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:47 p.m. VV6 ayes. Motion passed.



# Payment Register

From Payment Date: 8/23/2016 - To Payment Date: 9/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14584	09/12/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$1,425.00		
	Invoice		Date	Description			Amount		
	16-09-01 4009		09/01/2016	Series 2012C bond fees #4009			\$475.00		
	16-09-01 7002		09/01/2016	Seroies 2014A bond fees #7002			\$475.00		
	16-09-01 8001		09/01/2016	Series 2014B bond fees #8001			\$475.00		
14585	09/12/2016	Open			Accounts Payable	Applied Concepts	\$7,077.00		
	Invoice		Date	Description			Amount		
	293146		08/12/2016	stalker radar			\$7,077.00		
14586	09/12/2016	Open			Accounts Payable	Aspen Valley Landscape	\$57.72		
	Invoice		Date	Description			Amount		
	INV339651		08/16/2016	supplies			\$57.72		
14587	09/12/2016	Open			Accounts Payable	AT&T Illinois	\$1,211.58		
	Invoice		Date	Description			Amount		
	63025722900816		08/26/2016	630 257-2290 820 6 well #3			\$179.72		
	63025724740816		08/25/2016	630 257-2474 474 0 p.d. backup phone line			\$288.23		
	63025752710816		08/25/2016	630 257-5271 183 5 harpers grove l/s			\$119.91		
	63025795390816		08/25/2016	630 257-9539 074 6 keepataw trails l/s			\$113.87		
	630257527720816		08/25/2016	630 257-5272 181 8 metra station security cameras			\$130.68		
	63025759360816		08/25/2016	630 257-5936 976 9 well #4			\$124.73		
	63025704360816		08/25/2016	630 257-0436 056 6 glens of connemara l/s			\$135.26		
	63025719820816		08/25/2016	630 257-1982 589 2 ruffled fthrs l/s			\$119.18		
14588	09/12/2016	Open			Accounts Payable	Automatic Control Services	\$567.60		
	Invoice		Date	Description			Amount		
	3524		08/04/2016	Well #5 SCADA			\$567.60		
14589	09/12/2016	Open			Accounts Payable	Avalon Petroleum Company	\$6,478.40		
	Invoice		Date	Description			Amount		
	456411		08/16/2016	1600 gals unl fuel			\$3,058.40		
	456343		08/06/2016	1800 gals unl fuel			\$3,420.00		
14590	09/12/2016	Open			Accounts Payable	Award Emblem Mfg. Co., Inc.	\$105.60		
	Invoice		Date	Description			Amount		
	395963		08/16/2016	crusie night 2016 plaques			\$105.60		
14591	09/12/2016	Open			Accounts Payable	Black Dirt Inc.	\$55.00		
	Invoice		Date	Description			Amount		
	081116L-56		08/11/2016	dirt			\$55.00		
14592	09/12/2016	Open			Accounts Payable	Bode, Denise, G	\$250.00		
	Invoice		Date	Description			Amount		
	16-08-31		08/31/2016	8/29/16, 8/31/16 training classes			\$250.00		
14593	09/12/2016	Open			Accounts Payable	Chicago Parts Sound, LLC	\$1,501.49		
	Invoice		Date	Description			Amount		
	781725		08/24/2016	parts			\$1,202.92		
	780531		08/18/2016	Remote Start System			\$298.57		
14594	09/12/2016	Open			Accounts Payable	Chicago Street CCDD, LLC	\$860.00		
	Invoice		Date	Description			Amount		
	12675		08/08/2016	dumping fees			\$860.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14595	09/12/2016	Open			Accounts Payable	Closed Circuit Innovations	\$7,030.00		
	Invoice		Date	Description		Amount			
	072416 121		07/12/2016	Repair Video Surveillance Equip		\$4,600.00			
	SEP 2016		08/03/2016	security camera maintenance		\$2,430.00			
14596	09/12/2016	Open			Accounts Payable	Comcast	\$333.43		
	Invoice		Date	Description		Amount			
	2017-00000433		08/24/2016	8771 20 147 0001615 v.h. cable TV		\$29.52			
	16-08-8896		08/22/2016	8771 20 147 0138896 p.w. cable/internet		\$303.91			
14597	09/12/2016	Open			Accounts Payable	ComEd	\$5,606.10		
	Invoice		Date	Description		Amount			
	16-08-3015		08/03/2016	0432203015 - street lights - 44 Stephen St		\$68.06			
	16-08-2027		08/16/2016	6235062027 - street lights - 0 WS Rolling Mdw Dr		\$3,935.82			
	16-08-4007		08/26/2016	2834014007 - street lights - Lite Rte 25 1080 Norwalk Rd		\$429.17			
	16-08-8023		08/26/2016	2124138023 - street lights - 164 E Peiffer		\$31.86			
	16-08-7008		08/26/2016	1274527008 - street lights - Stephen, Sani Canal		\$6.11			
	16-08-8014		08/29/2016	3909078014 - street lights - illinois, e of stephen		\$16.87			
	16-08-0007		08/29/2016	1173160007 - street lights - talcott, e of stephen		\$115.16			
	16-08-7033 (2)		08/31/2016	2213017033 - Main St lift station - bell rd, main st		\$92.66			
	16-08-4052		08/29/2016	2163104052 - street lights - stephen st 1 S river		\$43.90			
	16-09-0155		09/01/2016	1515080155 - street lights - 451 Talcott		\$21.22			
	16-09-3015		09/02/2016	0432203015 - street lights - 44 Stephen St		\$139.72			
	16-09-9011		09/01/2016	6534089011 - street lights - 411 Singer Ave Rear		\$283.59			
	16-09-4009		09/02/2016	0348764009 - street lights - 47 Stevens St		\$50.33			
	16-08-6007		08/26/2016	7710116007 - street lights - Stephen St, alley off canal		\$85.25			
	16-08-6066		08/26/2016	1763156066 - 0 Main St, Stephen St (Master Acct)		\$286.38			
14598	09/12/2016	Open			Accounts Payable	Compass Minerals America	\$11,028.36		
	Invoice		Date	Description		Amount			
	71515035		08/12/2016	softener salt		\$2,791.02			
	71513537		08/09/2016	Softener Salt		\$2,635.92			
	71513536		08/09/2016	Softener Salt		\$2,778.47			
	71517466		08/20/2016	softener salt		\$2,822.95			
14599	09/12/2016	Open			Accounts Payable	Cook County Treasurer	\$65,480.46		
	Invoice		Date	Description		Amount			
	16-09-07		09/07/2016	return of 2015 distribution		\$65,480.46			
14600	09/12/2016	Open			Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$1,127.14		
	Invoice		Date	Description		Amount			
	110435		08/19/2016	Derby Rd Brudge inspections		\$1,127.14			
14601	09/12/2016	Open			Accounts Payable	Cross Points Sales, Inc.	\$315.00		
	Invoice		Date	Description		Amount			
	29163		08/29/2016	FAS repair		\$315.00			
14602	09/12/2016	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date	Description		Amount			
	23963		08/15/2016	Sep 2016 office cleaning		\$3,260.00			

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14603	09/12/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description		Amount			
	51374413		08/27/2016	25243175 copier lease		\$602.00			
14604	09/12/2016	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date	Description		Amount			
	21010		08/04/2016	2052 - p.d. carpet mat service		\$68.10			
14605	09/12/2016	Open			Accounts Payable	Dynergy Energy Services LLC	\$3,107.35		
	Invoice		Date	Description		Amount			
	153917616081		08/30/2016	GMCVLG1004		\$3,107.35			
14606	09/12/2016	Open			Accounts Payable	ecology + vision, llc	\$909.45		
	Invoice		Date	Description		Amount			
	387		06/30/2016	site inspections		\$909.45			
14607	09/12/2016	Open			Accounts Payable	Eich's Sports Inc.	\$788.00		
	Invoice		Date	Description		Amount			
	009696		08/26/2016	t-shirts		\$788.00			
14608	09/12/2016	Open			Accounts Payable	EJ USA, Inc.	\$289.43		
	Invoice		Date	Description		Amount			
	110160058062		08/10/2016	Repair Clamps		\$289.43			
14609	09/12/2016	Open			Accounts Payable	Emergency Vehicle Technologies	\$3,077.15		
	Invoice		Date	Description		Amount			
	3876		08/11/2016	Repair		\$554.70			
	3855		07/28/2016	Repair		\$84.90			
	3888		08/30/2016	build out 16 Taurus SE 16-5		\$2,437.55			
14610	09/12/2016	Open			Accounts Payable	Frank Novotny & Associates, Inc.	\$9,350.51		
	Invoice		Date	Description		Amount			
	14267-10		08/26/2016	McCarthy Rd bike path		\$7,252.76			
	16351-1		08/22/2016	Target Parking Lot repaving		\$438.75			
	15207-1		01/18/2016	Lemont Plaza Sprinkler Improvements consulting		\$78.00			
	16315-2		08/22/2016	41 E Custer Garage consulting		\$79.50			
	12158-20		08/22/2016	Art Logistics inspections		\$826.50			
	15203-7		08/22/2016	Dunkin Donuts 127th St inspections		\$675.00			
14611	09/12/2016	Open			Accounts Payable	G & K Services, Inc.	\$136.64		
	Invoice		Date	Description		Amount			
	1028384587		08/11/2016	V.H. carpet mats		\$68.32			
	1028389941		08/25/2016	V.H. carpet mats		\$68.32			
14612	09/12/2016	Open			Accounts Payable	Gooding Rubber Company	\$9.43		
	Invoice		Date	Description		Amount			
	13822213		08/15/2016	parts		\$9.43			
14613	09/12/2016	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$800.00		
	Invoice		Date	Description		Amount			
	2013550		08/18/2016	I.T. Support		\$800.00			
14614	09/12/2016	Open			Accounts Payable	Halper, Peggy	\$220.50		
	Invoice		Date	Description		Amount			
	0082		08/28/2016	8/17/16 PZC meeting - Case #16-07		\$220.50			



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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14615	09/12/2016	Open			Accounts Payable	Illinois Department of Central Management Services	\$400.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16-09-06		09/06/2016		membership renewal - LESO		\$400.00		
14616	09/12/2016	Open			Accounts Payable	J. Congdon Sewer Service, Inc	\$264,041.10		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16046-1		09/06/2016		McCarthy St Water Main Replacement		\$264,041.10		
14617	09/12/2016	Open			Accounts Payable	K-Five Construction Corporation	\$431.56		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1000760MB		08/23/2016		blacktop patch		\$431.56		
14618	09/12/2016	Open			Accounts Payable	Kathleen W Bono, CSR, Limited	\$542.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7225		08/28/2016		8/8/16 court reporter services		\$542.00		
14619	09/12/2016	Open			Accounts Payable	Kave Inc	\$101.32		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16-08-15		08/15/2016		reimbursement - Menards purchase-Quarry BBQs		\$101.32		
14620	09/12/2016	Open			Accounts Payable	Lauterbach & Amen, LLP	\$2,250.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	17646		08/19/2016		Police Pension		\$2,250.00		
14621	09/12/2016	Open			Accounts Payable	LEAF	\$954.49		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6728772		08/21/2016		046-2580918-001		\$277.98		
	6728773		08/21/2016		046-2580918-002		\$676.51		
14622	09/12/2016	Open			Accounts Payable	Lemont Fire Protection District	\$300.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16-07-31		07/31/2016		Jul impact fees		\$200.00		
	16-08-31		08/31/2016		Aug impact fees		\$100.00		
14623	09/12/2016	Open			Accounts Payable	Lemont High School Dist 210	\$6,496.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16-07-31		07/31/2016		Jul impact fees		\$2,176.00		
	16-08-31		08/31/2016		Aug impact fees		\$4,320.00		
14624	09/12/2016	Open			Accounts Payable	Lemont Park District	\$11,292.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16-08-31		08/31/2016		Aug impact fees		\$11,292.00		
14625	09/12/2016	Open			Accounts Payable	Lemont Public Library District	\$818.94		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16-07-31		07/31/2016		Jul impact fees		\$303.90		
	16-08-31		08/31/2016		Aug impact fees		\$515.04		
14626	09/12/2016	Open			Accounts Payable	Lemont-Bromberek Combined School District 113A	\$12,881.41		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16-07-31		07/31/2016		Jul impact fees		\$4,583.80		
	16-08-31		08/31/2016		Aug impact fees		\$8,297.61		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14627	09/12/2016	Open			Accounts Payable	Lexipol LLC	\$8,800.00		
	Invoice		Date	Description		Amount			
	17668		08/01/2016	annual subscription - 8/1/16-7/31/17		\$8,800.00			
14628	09/12/2016	Open			Accounts Payable	M/I Homes of Chicago	\$12,000.00		
	Invoice		Date	Description		Amount			
	2015-00000800L-2		08/22/2016	Landscape Bond		\$4,000.00			
	2015-00000389		08/22/2016	Clean up Deposit		\$1,000.00			
	2016-00000190		09/02/2016	refund clean up deposit - 13680 Kettering Pky		\$1,000.00			
	2015-00000807		09/02/2016	refund clean up deposit - 13671 Kettering Pky		\$1,000.00			
	2015-00000807(L)		09/02/2016	refund Landscape deposit - 13671 Kettering Pky		\$5,000.00			
14629	09/12/2016	Open			Accounts Payable	Menards	\$704.81		
	Invoice		Date	Description		Amount			
	90373		08/08/2016	supplies		\$6.58			
	90645		08/12/2016	Tools		\$13.98			
	90495		08/10/2016	Tools		\$9.98			
	90494		08/10/2016	Supplies		\$332.41			
	90642		08/12/2016	retd mdse		(\$9.98)			
	91658		08/30/2016	Supplies		\$274.00			
	91214		08/23/2016	supplies		\$77.84			
14630	09/12/2016	Open			Accounts Payable	Metropolitan Industries Inc	\$8,309.00		
	Invoice		Date	Description		Amount			
	0000313571		08/19/2016	booster pump 1 check		\$310.00			
	0000313387		08/15/2016	Aug 2016 MDS fee		\$30.00			
	0000313498		08/17/2016	Booster Pump 1 repair		\$7,969.00			
14631	09/12/2016	Open			Accounts Payable	Motorola Solutions - Starcom21 Network	\$340.00		
	Invoice		Date	Description		Amount			
	246636302016		08/01/2016	7120AA2		\$340.00			
14632	09/12/2016	Open			Accounts Payable	Municipal Clerks of S/W Suburbs	\$20.00		
	Invoice		Date	Description		Amount			
	2016-17		09/01/2016	membership dues		\$20.00			
14633	09/12/2016	Open			Accounts Payable	Napa Auto Parts	\$476.21		
	Invoice		Date	Description		Amount			
	608366		08/03/2016	Parts		\$86.73			
	608867		08/08/2016	Parts		\$17.54			
	610418		08/24/2016	Parts		\$3.98			
	610412		08/24/2016	Parts		\$216.96			
	610416		08/24/2016	retd mdse - orig inv #608366		(\$25.49)			
	10000121883		08/30/2016	parts subscription service		\$149.00			
	611051		08/31/2016	parts		\$27.49			
14634	09/12/2016	Open			Accounts Payable	NiCor Gas	\$246.09		
	Invoice		Date	Description		Amount			
	16/08-0043 0		08/17/2016	69-22-85-0043 0 ruffled fthrs l/s		\$85.43			
	16/08-8700 1		08/18/2016	93-56-54-8700 1 smith farms l/s		\$24.59			
	16/08-9378 5		08/16/2016	25-59-90-9378 5 well #6		\$23.96			
	16/08-9589 2		08/22/2016	37-62-87-9589 2 target-kohls l/s		\$38.26			
	16/08-2000 4 (2)		08/31/2016	04-46-52-2000 4 well #4		\$23.98			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	16/08-2382 4		08/31/2016		88-84-93-2382 4 glens of connemara l/s		\$25.89		
	16/08/29-2000 8		08/29/2016		37-54-52-2000 8 well #3		\$23.98		
14635	09/12/2016	Open			Accounts Payable	North East Multi-Regional Training Inc	\$722.82		
	Invoice		Date		Description	Amount			
	209660		08/16/2016		1797 - training - R Keane	\$375.00			
	210124		08/25/2016		1797 - training - B Kondrat	\$250.00			
	209958		08/25/2016		1797 - training - J Boyer, S Hugo	\$97.82			
14636	09/12/2016	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$112.00		
	Invoice		Date		Description	Amount			
	1009631414		08/23/2016		Post Offer Physical & Drug Screen	\$112.00			
14637	09/12/2016	Open			Accounts Payable	Orange Crush, LLC	\$702.68		
	Invoice		Date		Description	Amount			
	13874		08/29/2016		blacktop patch	\$702.68			
14638	09/12/2016	Open			Accounts Payable	Parry, Mona	\$1,553.20		
	Invoice		Date		Description	Amount			
	16-08-26		08/26/2016		reimbursement - Walker Display Inc - hanging system	\$1,553.20			
14639	09/12/2016	Open			Accounts Payable	PDC Laboratories	\$250.00		
	Invoice		Date		Description	Amount			
	840248		08/15/2016		sample testing	\$250.00			
14640	09/12/2016	Open			Accounts Payable	Pelen, Laura	\$1,820.00		
	Invoice		Date		Description	Amount			
	VOL 2016-104		08/17/2016		June 15 - August 17 Brand Strategy consulting	\$1,820.00			
14641	09/12/2016	Open			Accounts Payable	Poellot, Joshua, J	\$300.00		
	Invoice		Date		Description	Amount			
	090716		09/07/2016		Aug 16 A/V Support Services	\$300.00			
14642	09/12/2016	Open			Accounts Payable	Rag's Electric	\$1,682.22		
	Invoice		Date		Description	Amount			
	20857		08/16/2016		light parts	\$553.80			
	20832		07/21/2016		Well #3 repair	\$1,128.42			
14643	09/12/2016	Open			Accounts Payable	Rainbow Printing	\$375.90		
	Invoice		Date		Description	Amount			
	412018		08/09/2016		#10 utility bill window envelopes	\$195.95			
	412043		08/25/2016		Water Bill insert printing	\$179.95			
14644	09/12/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$809.73		
	Invoice		Date		Description	Amount			
	1648195-IN		08/24/2016		vest - mm	\$809.73			
14645	09/12/2016	Open			Accounts Payable	Reed's Automotive Enterprises	\$1,463.74		
	Invoice		Date		Description	Amount			
	16-08-18		08/18/2016		Repairs	\$1,463.74			
14646	09/12/2016	Open			Accounts Payable	Rod Baker Ford	\$230.10		
	Invoice		Date		Description	Amount			
	C06136		08/22/2016		warranty deductible	\$100.00			
	146250		08/11/2016		Parts	\$30.10			
	C05070		08/10/2016		inspection and repair	\$100.00			

# Payment Register

From Payment Date: 8/23/2016 - To Payment Date: 9/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14647	09/12/2016	Open			Accounts Payable	Schindler Elevator Corp.	\$3,227.70		
	Invoice		Date	Description		Amount			
	8104349527		09/01/2016	elevator maintenance		\$3,227.70			
14648	09/12/2016	Open			Accounts Payable	Shred-It USA, LLC	\$40.00		
	Invoice		Date	Description		Amount			
	9411943508		08/14/2016	v. h. shredding		\$40.00			
14649	09/12/2016	Open			Accounts Payable	Southwest Central Dispatch	\$26,719.50		
	Invoice		Date	Description		Amount			
	16-08-15		08/15/2016	Sep 2016 assessment		\$26,719.50			
14650	09/12/2016	Open			Accounts Payable	Standard Equipment Company	\$202.75		
	Invoice		Date	Description		Amount			
	C15689		08/17/2016	parts		\$97.00			
	C15690		08/22/2016	parts		\$105.75			
14651	09/12/2016	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$11,007.07		
	Invoice		Date	Description		Amount			
	201608		08/31/2016	Aug 2016 reviews and inspections		\$11,007.07			
14652	09/12/2016	Open			Accounts Payable	Temple Display LTD.	\$1,062.50		
	Invoice		Date	Description		Amount			
	15284		08/16/2016	Maint Supplies		\$1,062.50			
14653	09/12/2016	Open			Accounts Payable	Treasurer, State of Illinois	\$2,583.78		
	Invoice		Date	Description		Amount			
	50515		08/01/2016	25528 traffic signal maintenance		\$2,583.78			
14654	09/12/2016	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$579.00		
	Invoice		Date	Description		Amount			
	016867		08/10/2016	Repair Clamps		\$579.00			
14655	09/12/2016	Open			Accounts Payable	Urban Forest Management, Inc.	\$870.00		
	Invoice		Date	Description		Amount			
	160646		08/15/2016	inspect and report		\$145.00			
	160645		08/15/2016	review and report		\$290.00			
	160717		08/23/2016	review and report		\$145.00			
	160718		08/23/2016	review and report		\$290.00			
14656	09/12/2016	Open			Accounts Payable	Vision Service Plan	\$1,200.90		
	Invoice		Date	Description		Amount			
	16-08-16		08/16/2016	Sep 2016 vision insurance premiums		\$1,200.90			
14657	09/12/2016	Open			Accounts Payable	Vulcan Materials	\$2,010.17		
	Invoice		Date	Description		Amount			
	31221472		08/26/2016	Stone		\$1,262.07			
	31221471		08/09/2016	gravel for alley		\$748.10			
14658	09/12/2016	Open			Accounts Payable	Water Resources Inc.	\$1,992.74		
	Invoice		Date	Description		Amount			
	30809		08/24/2016	meters		\$1,992.74			
14659	09/12/2016	Open			Accounts Payable	WebQA	\$2,820.00		
	Invoice		Date	Description		Amount			
	309B-160915		09/15/2016	annual renewal		\$2,820.00			

# Payment Register

From Payment Date: 8/23/2016 - To Payment Date: 9/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14660	09/12/2016	Open			Accounts Payable	Illinois Secretary Of State	\$101.00		
	Invoice		Date	Description		Amount			
	Z395677		09/06/2016	license plate registration renewal		\$101.00			
14661	09/12/2016	Open			Accounts Payable	Petty Cash-Police Department	\$444.51		
	Invoice		Date	Description		Amount			
	16-08-29		08/29/2016	reimbursement		\$444.51			
14662	09/12/2016	Open			Accounts Payable	3 Corners Grill and Tap	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000161		09/02/2016	refund clean up deposit		\$1,000.00			
14663	09/12/2016	Open			Accounts Payable	Advantage Paving Solutions, Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000299		08/18/2016	refund Clean Up Deposit - 13460 Archer Ave		\$1,000.00			
14664	09/12/2016	Open			Accounts Payable	Antol, Barbara	\$6,500.00		
	Invoice		Date	Description		Amount			
	100096		09/02/2016	refund clean up deposit, landscape bond, temp occ bond		\$6,500.00			
14665	09/12/2016	Open			Accounts Payable	Archadeck of Chicagoland	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000563		08/18/2016	refund Clean up deposit - 528 Carriage Ridge Ln		\$1,000.00			
14666	09/12/2016	Open			Accounts Payable	Eastern Illinois University	\$450.00		
	Invoice		Date	Description		Amount			
	16-09-01		09/01/2016	Clerk Academy - Charlene Smollen		\$450.00			
14667	09/12/2016	Open			Accounts Payable	K. H. Renovations, Inc.	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000104		08/29/2016	refund clean up deposit - 15 E Eureka Ave		\$1,000.00			
14668	09/12/2016	Open			Accounts Payable	Westway Coach - (DG)	\$303.84		
	Invoice		Date	Description		Amount			
	W047-INV1009662		08/28/2016	Transportation to Sox Game for Wellness reward		\$303.84			
Type Check Totals:					96 Transactions		\$641,883.39		
<u>EFT</u>									
199	08/23/2016	Open			Accounts Payable	Southwest Agency for Health Management	\$99,233.98		
	Invoice		Date	Description		Amount			
	2017-00000410		08/23/2016	Sep 2016 health & dental premiums		\$99,233.98			
200	08/24/2016	Open			Accounts Payable	FM Bankcard Processing Center	\$34,516.99		
	Invoice		Date	Description		Amount			
	2017-00000414		08/24/2016	June 2016 credit card		\$34,516.99			
201	08/31/2016	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$37,450.25		
	Invoice		Date	Description		Amount			
	2017-00000447		08/31/2016	August 2016 IMRF		\$37,450.25			
202	09/01/2016	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	1006		04/04/2016	Apr 2016 service		\$3,336.67			

# Payment Register

From Payment Date: 8/23/2016 - To Payment Date: 9/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
203	09/12/2016	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	1010		08/22/2016	August 2016 services		\$3,336.67			

Type EFT Totals:  
FM-Clearing - Accounts Payable Totals

5 Transactions

\$177,874.56

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$641,883.39	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>96</b>	<b>\$641,883.39</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$177,874.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>5</b>	<b>\$177,874.56</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	101	\$819,757.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>101</b>	<b>\$819,757.95</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	96	\$641,883.39	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>96</b>	<b>\$641,883.39</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$177,874.56	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>5</b>	<b>\$177,874.56</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	101	\$819,757.95	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>101</b>	<b>\$819,757.95</b>	<b>\$0.00</b>

**TO:** Village Board  
**FROM:** Chris Smith, Finance Director  
**THROUGH:** George Schafer, Village Administrator  
**SUBJECT:** Ordinance Amending the Gateway Redevelopment Project Area

**DATE:** September 12, 2016

### **SUMMARY/ BACKGROUND**

As previously discussed at the June and July 2016 Committee of the Whole meeting, the Gateway TIF is currently not generating any increment because the total of all parcels' Equalized Assessed Values (EAV) in the TIF is \$3.6m less than when the TIF was established. The decline in EAV is partly due to the Village's purchase of the 10 parcels as well as a portion of the privately owned properties within the TIF district. During the discussions staff recommended that the Village amend the Gateway TIF removing the Village owned and various other properties in the northern section.

### **ANALYSIS**

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

*2014 Strategic Plan.* This ordinance is consistent with the Financial Stability priority because by eliminated the tax exempt and other various parcels in the northern portion of the TIF we will be able to have increment in the Gateway TIF. The increment will be used to pay for the bonds that were issued. Additionally, this will begin the process of creating a new TIF to include the tax exempt and surrounding parcels. The new TIF process will begin with the Board approving the ordinance ordering a Feasibility Study to be conducted by SB Friedman. This will occur on September 26, 2016.

*Lemont 2030 Comprehensive Plan.* The redevelopment of the Gateway area is consistent with the 2030 Comprehensive Plan.

*Budget.* The FY17 budget includes a debt service payment for the Gateway TIF bonds in the amount of \$196,920. Due to the fact that currently the Gateway TIF does not have increment, General Fund money will be used to make the debt service payment. With the passage of this ordinance staff believes that a majority if not all of the FY18 debt service payments can be made from the increment on the Gateway TIF.

## **STAFF RECOMMENDATION**

**Staff recommends the passage of the attached Ordinance Amending the Gateway Redevelopment Project Area. Once this ordinance is passed, staff will send it to the affected taxing agencies and publish it in the paper, per the state statute requirement.**

## **BOARD ACTION REQUESTED**

**Motion to approve the ordinance.**

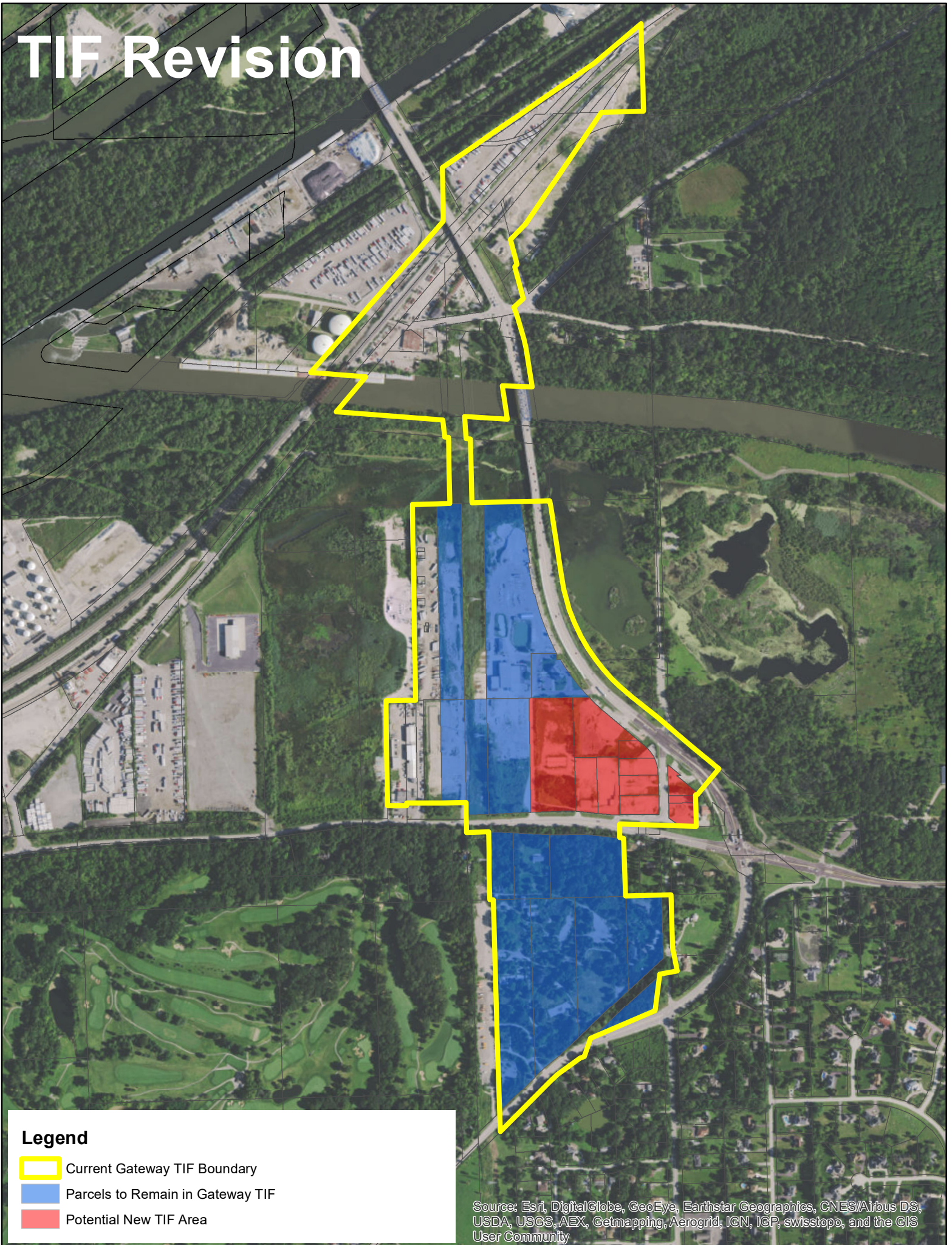
## **ATTACHMENTS**

- 1. TIF Revision Map**
- 2. Ordinance**








# TIF Revision



## Legend

-  Current Gateway TIF Boundary
-  Parcels to Remain in Gateway TIF
-  Potential New TIF Area

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS  
FURTHER AMENDING THE GATEWAY REDEVELOPMENT PROJECT AREA,  
AS AMENDED**

**WHEREAS**, on January 19, 2009, the President and Board of Trustees of the Village of Lemont, Cook County, Illinois (the “*Corporate Authorities*”) adopted Ordinances 0-29-13, 0-30-13 and 0-31-13 approving a redevelopment plan, designating the Gateway Redevelopment Project Area as a redevelopment project area and authorizing the use of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”) for the Gateway Redevelopment Project Area; and,

**WHEREAS**, in 2013, the Corporate Authorities amended the Gateway Redevelopment Project Area pursuant to Ordinances 0-29-13, 0-30-13 and 0-31-13 to expand its boundaries to add additional parcels of real estate after issuing all required notices, convening the joint review board and holding a public hearing, as required by Section 11-74.4-5(c) of the TIF Act; and,

**WHEREAS**, the Corporate Authorities have now determined that the Gateway Redevelopment Project Area should be amended by deleting specific parcels of real estate which have not been redeveloped despite the Village’s efforts to encourage private investment; and,

**WHEREAS**, Section 11-74.4-5(c) of the TIF Act provides that any amendment which effects changes which do not (1) add additional parcels of property to the redevelopment project area; (2) substantially affect the general land uses in the redevelopment plan; (3) substantially change the nature of the redevelopment project; (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the plan was adopted; (5) add additional redevelopment project costs

to the itemized list of redevelopment project costs set out in the redevelopment plan; or, (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area to a total of more than ten (10) only requires publication of the amendment and notice of the amendment to the taxing districts; and,

**WHEREAS**, the Village Clerk shall publish this Ordinance in a newspaper of general circulation within the Village and the Village shall notify the taxing districts having the authority to tax real property within the Gateway Redevelopment Project Area, as amended in 2013 (the “*Taxing Districts*”) of this amendment as hereinafter directed, thereby satisfying all notice requirements of Section 11-74.4-5(c) of the Act for an amendment which removes property from a redevelopment project area.

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

*Section 1.* The above recitals are incorporated and made a part of this Ordinance.

*Section 2.* The Corporate Authorities hereby approve the removal of the parcels of property identified by permanent index numbers listed on *Exhibit A* attached hereto and made a part hereof from the Gateway Redevelopment Project Area and hereby approve the revised legal description of the amended Gateway Redevelopment Project Area, as amended in 2013, attached hereto as *Exhibit B* and made a part hereof.

*Section 3.* The Corporate Authorities hereby direct the Village Clerk to publish this Ordinance in a newspaper of general circulation within the Village and the Village Administrator to notify the Taxing Districts of this amendment.

*Section 4.* If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 5.* All ordinances, resolutions, motions or orders in conflict herewith are repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

*Adopted* this \_\_\_\_ day of \_\_\_\_\_, 2016, pursuant to a roll call vote as follows:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

*Passed* this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED:**

\_\_\_\_\_

Mayor

*Attest:*

\_\_\_\_\_

City Clerk



## LEGAL DESCRIPTION - AMENDED LEMONT GATEWAY TIF BOUNDARY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE EAST ON SAID SOUTH LINE, TO THE WEST LINE OF LOT 1 IN MENO'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 0436539088; THENCE NORTH ON SAID WEST LINE, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ON SAID NORTH LINE, TO THE EASTERLY LINE OF TRI-STATE ROAD, ALSO KNOWN AS ILLINOIS ROUTE 83; THENCE SOUTHERLY ON SAID EASTERLY LINE OF ILLINOIS ROUTE 83, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE WEST ON SAID SOUTH LINE, TO THE WEST LINE OF PARCEL 2 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 1211635054, (ALSO BEING THE EAST LINE OF PERMANENT INDEX NUMBER 22-14-401-027); THENCE SOUTH ON SAID EAST LINE, AND THE SOUTHERLY EXTENSION THEREOF, TO THE SOUTH LINE OF CHICAGO-JOLIET ROAD AS WIDENED; THENCE EAST ON SAID SOUTH LINE, TO A LINE 101.94 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 5 IN CHRISTIAN BOE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF SAID SOUTHEAST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 52612; THENCE SOUTH ON THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE EAST ON SAID NORTH LINE, TO THE EAST LINE OF BELL ROAD/OLD ARCHER AVENUE; THENCE SOUTH ON SAID EAST LINE, AND ON THE EAST LINE OF BELL ROAD/OLD ARCHER AVENUE AS WIDENED AND THE SOUTHEASTERLY EXTENSION THEREOF, TO THE SOUTHERLY LINE OF ARCHER AVENUE AS WIDENED; THENCE SOUTHWESTERLY ON THE SOUTHERLY LINE OF SAID ARCHER AVENUE, AS WIDENED, TO THE SOUTHERLY EXTENSION OF A LINE 150 FEET EAST OF AND PARALLEL WITH, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23, SAID LINE BEING THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY'S RIGHT OF WAY; THENCE NORTH ALONG THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY'S RIGHT OF WAY TO THE SOUTH LINE OF SAID CHICAGO-JOLIET ROAD AS WIDENED; THENCE WEST ON SAID SOUTH LINE, TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE NORTH ON SAID WEST LINE, TO THE NORTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY'S PROPERTY PER DOCUMENT NO. 18785599, (BEING THE NORTH LINE OF PERMANENT INDEX NUMBER 22-14-400-019); THENCE WEST ON THE LAST DESCRIBED LINE, TO A LINE 122.52 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2 IN DOOLIN AND KIRK'S RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1149383; THENCE NORTH ON THE LAST DESCRIBED LINE, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE EAST ON SAID SOUTH LINE, TO THE WEST LINE OF THE EAST HALF OF THE EAST QUARTER OF THE NORTHWEST QUARTER ON THE SOUTHEAST QUARTER OF SAID SECTION 14 (BEING THE WEST LINE OF PERMANENT INDEX NUMBER 22-14-400-026); THENCE NORTH ON SAID WEST LINE, TO THE NORTH LINE OF THE

SOUTHEAST QUARTER OF SAID SECTION 14; THENCE EAST ON SAID NORTH LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

N:\Clerical\2016\0809\LG\_KJP\_LEMONT GATEWAY TIF BOUNDARY\_8-3-16.docx

**TO:** Village Board  
**FROM:** George J. Schafer, Village Administrator  
**THROUGH:**  
**SUBJECT** An Ordinance Amending Chapter 2 of the Lemont, Illinois Municipal Code  
Creating the Offices of Corporation Counsel and Deputy Village  
Administrator  
**DATE:** September 9, 2016

#### **SUMMARY/ BACKGROUND**

As part of a staff reorganization and cost controlling measure, staff is proposing the amendment of the Lemont Municipal Code to create the offices of Corporation Counsel and Deputy Village Administrator. Due to the departure of staff and a reorganization several years ago, the Village is currently operating without an Assistant Village Administrator, nor is any staff member performing the common duties of an Assistant Village Administrator or similar position. Also, the Village current has a contractual relationship with Tressler, LLP for legal services, which includes a monthly retainer agreement and hourly rate provision for service outside the retainer agreement. Further, the Village is currently operation without a filled Community Development Director position due to staff turnover.

Staff has analyzed its staffing needs and has determined that there will be a significant cost savings and improvement of the coordination of Village operations, of employing a full time individual to fulfill both positions of Corporation Counsel and Deputy Village Administrator along with not filling the vacant Community Development Director position. The individual will assume the majority of the responsibilities of the now existing Village Attorney along with other management responsibilities. The position will also assume a portion of the duties and responsibilities of the Community Development Director with the remaining portions to be dispersed among existing staff. This agenda item presented for approval is the amendment of the Municipal Code creating the offices. The Schedule of Authorized Positions and Employment Agreement will be addressed with the following items on the Village Board agenda.



## **ANALYSIS**

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

*Operating Budget:* The change in staffing will have a net positive affect on the Village budget.

*Strategic Plan:* The initiatives is consistent with the Workforce Development and Financial Stability strategic priorities of the 2014 Strategic Plan.

## **STAFF RECOMMENDATION**

Staff recommends approval of the ordinance amending Chapter 2 creating the offices of Corporation Counsel and Deputy Village Administrator

## **BOARD ACTION REQUESTED**

Motion to approve ordinance.

## **ATTACHMENTS**

1. Ordinance



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

**An Ordinance Amending Chapter 2 of the Lemont, Illinois Municipal Code  
Creating the Offices of Corporation Counsel and Deputy Village Administrator**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 12<sup>th</sup> DAY OF SEPTEMBER, 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 12<sup>th</sup> day of September, 2016.**

**ORDINANCE NO. 2016-\_\_\_\_\_**

**An Ordinance Amending Chapter 2 of the Lemont, Illinois Municipal Code  
Creating the Offices of Corporation Counsel and Deputy Village Administrator**

**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**, due to the departure of certain staff members over the years, the Village is currently without a Deputy Village Administrator, nor is any staff member performing the common duties of a deputy or assistant village administrator; and

**WHEREAS**, the Village currently does not have the position of Community Development Director filled; and

**WHEREAS**, the Village has analyzed its staffing needs and has determined that there will be a significant cost savings of employing a full time individual to fulfill both positions of Corporation Counsel and Deputy Village Administrator; and

**WHEREAS**, the newly created Corporation Counsel position will include the most of the duties of the now existing Village Attorney; and

**WHEREAS**, the Village desires to create a new position titled Deputy Village Administrator which shall be filled by the same individual that is appointed the Corporation Counsel; and

**WHEREAS**, the Deputy Village Administrator will perform some of the functions and duties of the Community Development Director; and

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

**SECTION ONE:** The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended by replacing in its entirety Chapter 2.24 as indicated as follows:

**CHAPTER 2.24 – Corporation Counsel**

**2.24.010. – Office Created.**

There is hereby created the office of Corporation Counsel. The Mayor, with the advice and consent of the Board of Trustees, may appoint the Corporation Counsel to operate as the chief legal officer of the village.

**2.24.020. - Compensation.**

The Corporation Counsel shall be paid a reasonable compensation for all services performed on behalf of the village to be determined by contract or other agreement that the Corporate Authorities may enter into from time to time.

**2.24.030. - Duties.**

The Corporation Counsel shall perform such duties and functions as follows:

1. Provide legal advice on issues affecting the village whenever such is deemed necessary by the Corporation Counsel or as requested to do so by authority of the Mayor, a majority of the Trustees or other authorized village official.
2. Draft or review for legality village documents, including ordinances resolutions, motions and contracts of the village.
3. Attend and provide legal advice at meetings of the Board of Trustees and other village boards and commissions as directed.
4. Manage and oversee outside counsel in the conduct of prosecution, litigation and administrative proceedings affecting the village.
5. Perform such other duties as from time to time directed by the Mayor or Board of Trustees or village administrator.

**2.24.040 - Additional counsel.**

The Corporate Authorities may engage additional counsel whenever, in its opinion, such additional counsel is necessary.

**2.24.050 – Appointment to other Village positions.**

The Mayor, with the advice and consent of the Board of Trustees, may also appoint the Corporation Counsel to the position of Deputy Village Administrator.

**SECTION TWO:** The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended by adding in its entirety Chapter 2.25 as indicated as follows:

**CHAPTER 2.25 – Deputy Village Administrator**

**2.25.010 - Office Created.**

There is hereby created the office of Deputy Village Administrator. The Mayor may appoint the Deputy Village Administrator, with the advice and consent of the Village Board of Trustees, to perform the functions and duties consistent with the Chapter.

**2.25.020 - Compensation.**

The Deputy Village Administrator shall be paid a reasonable compensation for all services performed on behalf of the village to be determined by contract or other agreement that the Corporate Authorities may enter into from time to time.

**2.25.030 – Duties and Powers**

1. The Deputy Village Administrator shall be the chief deputy administrative officer of the Village. The deputy village administrator may head one or more departments as directed by the village administrator and shall be responsible to the village administrator and the Corporate Authorities for the proper administration of all affairs of the village assigned to be performed by the deputy village administrator. Said Deputy Village Administrator may hold another non-conflicting municipal office, including Corporation Counsel.

2. The Deputy Village Administrator shall serve as the acting Village Administrator when the Village Administrator appoints the Deputy Village Administrator or is absent from his or her office for more than one consecutive day.

**SECTION THREE:** Publication. That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form.

**SECTION FOUR:** Effective Date. This Ordinance shall be in full force and effect from its passage, approval and publication as provided by law, and shall be applicable at all meetings held on or after the passage of this Ordinance.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS,** on this 12<sup>th</sup> day of September, 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**

**TO:** Village Board  
**FROM:** George J. Schafer, Village Administrator  
**THROUGH:**  
**SUBJECT** An Ordinance Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions

**DATE:** September 9, 2016

### **SUMMARY/ BACKGROUND**

Changes in the staff authorization schedule are required to be approved by the Board before taking official action. As part of recent staff re-organizations, four new positions have been created, deleted, or modified. These positions include the addition of the Corporation Counsel and Deputy Village Administrator positions of which there is an item proceeding this ordinance on the agenda for approval. As part of this change, the removal of an authorized Community Development Director position has been included. Also included in this ordinance is the conversion of a position in the Finance Department from a Financial Analyst to Accounting Manager and the creation of an administrative position in the Public Works Department, a Budget/Procurement Coordinator. The result of these changes are a net budgetary gain for the Village as a whole and a neutral effect on number of employees.

### **STAFF RECOMMENDATION**

Staff recommends approval of the ordinance amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions.

### **BOARD ACTION REQUESTED**

Motion to approve ordinance.

### **ATTACHMENTS**

1. Ordinance
2. Schedule of Authorized Positions and Salary Ranges

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

**AN ORDINANCE AMENDING ORDINANCE 725  
ESTABLISHING A PAY PLAN  
AND SCHEDULE OF AUTHORIZED POSITIONS**

**WHEREAS**, the Village of Lemont adopted Ordinance 725 as amended, which established a pay plan and provided a schedule of authorized employment positions; and

**WHEREAS**, it is necessary to amend the Ordinance to reflect the proposed organizational changes; and

**WHEREAS**, this amendment shall be made part of the employee Personnel Manual adopted by Resolution 210, as amended.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, that the Schedule of Authorized Positions and Pay Ranges is hereby amended as shown in Exhibit A.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS ON THIS 12<sup>th</sup> Day of September, 2016.**

**AYES      NAYS      PASSED      ABSENT**

Debby Blatzer  
Paul Chialdikas  
Cliff Miklos  
Rick Sniegowski  
Ron Stapleton  
Jeanette Virgilio

Approved by me this 11<sup>th</sup> Day of April, 2016.

\_\_\_\_\_  
BRIAN K. REAVES, Village President

Attest:

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



## VILLAGE OF LEMONT

### 2016-2017 PAY PLAN DESCRIPTION AND RULES

#### **I. INTRODUCTION.**

The pay plan of the Village has been designed to insure consistent and standardized employee salary administration. The day-to-day management and interpretation of the pay plan shall be the responsibility of the Village Administrator. The pay plan and classification system does not include, and shall not apply to any employment position covered as part of a collective bargaining agreement or any temporary employment position with the Village, such as a seasonal position or a paid on call position; or any employment position covered by an employment contract; except to the extent otherwise provided in the employment contract.

#### **II. PAY PLAN CLASSIFICATION SYSTEM**

The classification of all jobs will be classified utilizing specific job titles plus an assignment of that job title to a salary range on the salary schedule.

In general, the Village will construct pay ranges measuring 35%-40% in width and 5%-12% between each pay grade, as recommended by the Position and Classification Study completed in 2013 and adopted by the Village Board.

#### **III. PROGRESSION THROUGH PAY PLAN**

- A.** Employees will normally start at the entry step of the pay range assigned to the job classification. If determined to be in the best interest of the Village, the Village Administrator may start an employee at a step higher than the minimum. Reasons for starting an employee at a pay step above the minimum shall be limited to instances in which the applicant possesses experience above what would be considered entry level, the re-hiring of a previously employed individual or instances in which competition within the labor market warrants such a pay level.
- B.** Progression through an employee's pay range will be dependent upon performance evaluations conducted by the Department Director and/or immediate Supervisor. Individual merit raises may range from 0% to 3%, subject to a Village-wide mean as determined by the Village Board.
- C.** The maximum merit pay increase within any twelve (12) month period shall be eight percent (8%). The pay raise for a first year employee will be divided between two separate increases at the 6-month and 1-year anniversary dates.

**IV. FREQUENCY OF PAY ADJUSTMENTS.**

- A.** New employees and those promoted to a new grade shall be evaluated and shall be eligible to receive a pay adjustment upon the completion of six (6) months of service, and upon the completion of one (1) year of service.
- B.** Merit increases shall be considered annually thereafter on the employee's anniversary date. In the event of a promotion, the promotion date will be used as the new anniversary date.

**V. AMENDMENTS TO CLASSIFICATION SYSTEM & PAY SCHEDULE.**

- A.** All amendments to the pay plan; job classifications, assigned pay ranges, authorized strength, and to the pay schedule shall require adoption of an Ordinance by the Village Board of Trustees.
- B.** From time to time the Village Administrator shall analyze the pay ranges and job classifications of the Village to determine whether revisions are required. Such recommended revisions shall be forwarded to the Village Board for consideration and possible adoption.
- C.** Individuals exempt from overtime are defined as salaried employees. Those employees who are eligible for overtime are defined as hourly-paid employees. The actual hourly rate paid shall be based upon the salary assigned, divided by the number of hours designated for the position.
- D.** In order to maintain its competitiveness, the Village will review and, if necessary, make market adjustments to the pay ranges. Such adjustments may be based upon trends in the economy and labor market. Any such adjustment shall be effective on May 1, and shall apply to all non-represented employees.
- E.** The Village Board may choose to delay the frequency of pay adjustments as indicated in Section IV, B subject to economic conditions which may make such action necessary.

2016-2017 Full-Time Position Job Title	Salary Ranges		Salary Grade
	Minimum	Maximum	
Village Administrator	Per	Contract	
Corporation Counsel / Deputy Village Administrator	Per	Contract	
<b>EXECUTIVE MANAGEMENT - GRADES 13 - 15</b>			
Chief of Police	\$94,072	\$126,997	15
Finance Director			15
Public Works Director	\$87,713	\$118,412	14
Commander (Patrol)	\$81,784	\$110,408	13
Commander (Administrative)			13
Planning and Economic Director			13
<b>MANAGEMENT - GRADES 8 - 12</b>			
No one in range	\$78,509	\$105,987	12
Building Commissioner	\$73,202	\$98,822	11
Public Works Operations - Superintendent			11
Water Operations - Superintendent			11
No one in range	\$68,254	\$92,142	10
HR Manager			10
Accounting Manager	\$63,639	\$85,914	9
No one in range	\$59,338	\$80,106	8
<b>TECHNICAL/SUPERVISORY - GRADES 6 - 7</b>			
Water Supervisor	\$54,510	\$76,314	7
Fleet Manager			7
Chief Building Inspector			7
Planner			7
PW Crew Leader			7
Police Office Manager	\$51,914	\$72,680	6
Executive Assistant			6
PW Procurement/Budget Coordinator			6
<b>ADMINISTRATIVE/SUPPORT - GRADES 1 - 5</b>			
Water Operator	\$50,538	\$70,754	5
Mechanic			5
Police Records Supervisor			5
Code Enforcement Officer			5
Marketing Coordinator	\$45,124	\$63,172	4
Maintenance Worker II			4
Water Billing Supervisor			4
Police Records Specialist			4
Administrative Assistant - Building	\$40,289	\$56,404	3
Administrative Assistant - Public Works			3
Community Service Officer			3
Maintenance Worker I			3
No one in range	\$35,972	\$50,361	2
No one in range	\$32,118	\$44,965	1

2015/2016 Part-time Position Job Title	Salary Ranges		
	Minimum	Maximum	
<b>ADMINISTRATION</b>			
Administrative Intern	11.21	15.00	<b>Vacant</b>
<b>POLICE DEPARTMENT</b>			
Police Officers	18.00	25.00	
Accreditation Officer	25.95	36.33	
Crime Prevention Officer	15.00	19.00	<b>Vacant</b>
Crossing Guards	11.84	14.37	
Cadets	8.25	10.32	
Records Clerks	17.12	23.97	
Records Assistant	13.50	15.65	
Traffic Safety Officers	10.25	10.51	<b>Eliminated</b>
Evidence Custodian	21.48	30.07	
<b>PUBLIC WORKS</b>			
Meter Reader	12.89	19.19	
Summer Maintenance Workers	10.00	12.00	
<b>BUILDING DEPARTMENT</b>			
Plumbing Inspectors**	32.50	34.15	
Electrical Inspectors**	32.50	34.15	
<b>COMMUNITY DEVELOPMENT</b>			
Planning Intern	11.21	15.00	
<b>FINANCE</b>			
Account Assistant	21.48	30.07	
Accountant	22.00	26.00	<b>Vacant</b>
Clerk	17.12	23.97	
**Per Inspection			

Village of Lemont  
Position Listing

	Authorized 2013-2014	Authorized 2014-2015	Amended 2014-2015	Authorized 2015-2016	Authorized 2016-2017
<b>Administration</b>					
Village Administrator	1	1	1	1	1
AVA/Deputy Village Admini	0	0	0	0	0.5
Corporation Counsel	0	0	0	0	0.5
Human Resource Generalist	1	1	1	1	1
Executive Secretary	1	1	1	1	1
<b>Planning/Economic Development</b>					
Planning and Economic Dev	1	1	1	1	0
Planner	1	1	1	1	1
Marketing Coordinator	1	1	1	1	1
<b>Building Department</b>					
Building Commissioner	1	1	1	1	1
Chief Building Inspector	1	1	1	1	1
Code Enforcement Officer	1	1	1	1	1
Administrative Assistant	2	2	2	2	2
<b>Finance Department</b>					
Finance Director/Treasurer	1	1	1	1	1
Treasurer	1	0	0	0	0
Accounting Manager	0	0	0	0	1
Account Assistant	0	0	0	0	0
Financial Analyst	0	1	1	1	0
<b>Police</b>					
Police Chief	1	1	1	1	1
Commander	2	2	2	2	2
Sergeant	6	6	5	4	4
Police Officer	18	18	20	20	20
Community Service Officer	2	2	2	2	2
Police Office Manager	1	1	1	1	1
Police Records Lead Worker	1	1	1	1	1
Police Records Specialist	1	1	1	1	1
<b>Public Works</b>					
Public Works Director	1	1	1	1	1
Water and Sewer Manager	1	1	1	1	1
Water Operator	1	1	1	1	1
Operations Division Manager	1	1	1	1	1
Fleet Manager	1	1	1	1	1
Budget/Procurement Coord	0	0	0	0	1
Mechanic	1	1	1	1	1
Water Supervisor	1	1	1	1	1
Crew Leader	2	2	2	2	2
Maint Worker I & II	9	9	8	8	8

Water Billing Supervisor	1	1	1	1	1
Meter Reader	0	0	0	0	0
Administrative Assistant	1	1	1	1	1
Total	65	65	65	64	65

Village of Lemont  
Position Listing

	Authorized 2013-2014	Authorized 2014-2015	Amended 2014-2015	Authorized 2015-2016	Authorized 2016-2017
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Administration

Planning/Economic Development

Planning/Economic Intern	0	0	0	1	1
Planning & Zoning Secretary	0	0	0	0	0

Building Department

Administrative Assistant	0	0	0	0	0
Plumbing Inspectors	3	3	3	3	3
Electrical Inspectors	2	2	2	2	2
Summer Worker	0	1	1	1	1

Finance Department

Clerk	2	2	2	2	2
Account Assistant	1	1	1	1	1
Accountant	0	1	1	1	1

Police

Police Officer	6	6	6	6	6
Accreditation Manager	1	1	1	1	1
Crime Prevention Officer	1	1	1	1	1
Crossing Guard	6	6	6	3	3
Traffic Safety Officer	19	19	19	0	0
Cadet	11	11	11	11	11
Records Clerk	1	1	1	1	1
Police Evidence Custodian	1	1	1	1	1
LEMA Director	1	1	1	1	1
LEMA Deputy	1	1	1	1	1
LEMA Staff	0	0	0	19	19

Public Works

Meter Reader	1	1	1	1	1
Summer Worker	7	7	8	8	8

Total	64	66	67	65	65
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**TO:** Village Board  
**FROM:** George J. Schafer, Village Administrator  
**THROUGH:**  
**SUBJECT** A Resolution Approving an Employment Agreement Between the Village of Lemont and Jeffrey M. Stein for the Positions of Corporation Counsel/Deputy Village Administrator

**DATE:** September 9, 2016

#### **SUMMARY/ BACKGROUND**

As part of a proposed re-organization and cost containment measure, staff is recommending the approval of an employment agreement between the Village and Jeffrey Stein to fill the Corporation Counsel / Deputy Village Administrator positions, as presented for approval earlier in the Village Board Agenda. The agreement contracts the Village to employ Jeffrey Stein as the Corporation Counsel / Deputy Village Administrator to perform the functions and duties specified in the amended code and to perform other legally permissible and proper duties and functions assigned by the Village President, Village Administrator or the Corporate Authorities. The position is the chief legal officer of the Village and has the full authority to manage and administer all legal needs of the Village. The position shall also serve as the Chief Deputy Administrative Officer of the Village and as such, may head one or more departments as directed by the Village Administrator and shall also assume the responsibilities of Village Administrator in his absence. The contract outlines terms for both positions and follows a standard template for local government managers in executive level positions.

#### **STAFF RECOMMENDATION**

Staff recommends approval of Resolution and related contract

#### **BOARD ACTION REQUESTED**

Motion to approve resolution

#### **ATTACHMENTS**

1. Resolution
2. Employment Agreement

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

**A Resolution Approving an Employment Agreement Between the  
Village of Lemont and Jeffrey M. Stein for the Positions of  
Corporation Counsel/Deputy Village Administrator**

**WHEREAS**, pursuant to Chapters 2.24 and 2.25 of the Lemont, Illinois Municipal Code (hereinafter referred to as “Code”), the Mayor has appointed Jeffrey M. Stein as the Corporation Counsel/Deputy Village Administrator commencing October 3, 2016 and by this Agreement, the Village Board of Trustees of the Village of Lemont does hereby consent to and approve such appointment; and

**WHEREAS**, the Village of Lemont (hereinafter referred to as “Village” or “Employer”) desires to retain Jeffrey M. Stein (hereinafter referred to as “Employee”) as Corporation Counsel/Deputy Village Administrator as provided for in this Agreement; and

**WHEREAS**, Employee desires to serve as Corporation Counsel/Deputy Village Administrator as provide for in this Agreement; and

**WHEREAS**, Employer wishes to provide Employee with certain assurance in the form of severance pay and benefits; and

**WHEREAS**, the parties agree it is in their mutual best interests to establish in writing the terms and conditions for Employee to serve as Corporation Counsel/Deputy Village Administrator;

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

**SECTION ONE:** The 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:** Said Employment Agreement Between the Village of Lemont and Jeffrey M. Stein for the Positions of Corporation Counsel/Deputy Village Administrator (“Agreement”), attached as Exhibit A and incorporated in its entirety, is hereby approved.

**SECTION THREE:** The Mayor is hereby authorized to execute the Agreement on behalf of the Village and to take all actions necessary which do not materially alter the Village’s obligations 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 12<sup>th</sup> day of September, 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**

Employment Agreement Between

the Village of Lemont and

Jeffrey M. Stein

for the Positions of

Corporation Counsel/Deputy  
Village Administrator

**WHEREAS**, pursuant to Chapters 2.24 and 2.25 of the Lemont, Illinois Municipal Code (hereinafter referred to as “Code”), the Mayor has appointed Jeffrey M. Stein as the Corporation Counsel/Deputy Village Administrator commencing October 3, 2016 and by this Agreement, the Village of Lemont Corporate Authorities do hereby consent to and approve such appointment; and

**WHEREAS**, the Village of Lemont (hereinafter referred to as “Village” or “Employer”) desires to retain Jeffrey M. Stein (hereinafter referred to as “Employee”) as Corporation Counsel/Deputy Village Administrator as provided for in this Agreement; and

**WHEREAS**, Employee desires to serve as Corporation Counsel/Deputy Village Administrator as provided for in this Agreement; and

**WHEREAS**, the parties agree it is in their mutual best interests to establish in writing the terms and conditions for Employee to serve as Deputy Village Administrator/ Corporation Counsel;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

**Section 1: Incorporation of Recitals**

The above recitals are incorporated fully into this Agreement.

**Section 2: Term**

This Agreement shall be effective on the later of approval by the corporate authorities of the Village at a duly noticed public meeting or the execution by Employee (“Effective Date”). Employee shall commence working for the Village on October 3, 2016 (Employee’s Anniversary Date). The Agreement shall continue in full force and effect until terminated by either party in accordance with this Agreement.

**Section 3: Duties and Authority**

Employer agrees to employ Employee as Deputy Village Administrator/Corporation Counsel to perform the functions and duties specified in the Code and to perform other legally permissible and proper duties and functions assigned by the Village President Village Administrator or the Corporate Authorities. The Village of Lemont Corporation Counsel/Deputy Village Administrator is the chief legal officer of the Village; and, as such, has the full authority to manage and administer all legal needs of the Village.

**Section 4: Compensation**

- A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Eighty Five Thousand dollars 00/100 (\$185,000.00), payable in installments at the same

time that the other management employees of the Employer are paid.

- B. Consideration shall be given on an annual basis to increase compensation. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 13 of this Agreement. Increased compensation can be in the form of a salary increase and/or other methods agreed to by the parties.
- C. Any changes to Employees compensation shall be made by the Corporate Authorities in the same manner for setting the compensation of other Village employees.

#### **Section 5: Health, Disability and Life Insurance Benefits**

- A. Health Coverage. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents on the same basis as that which is offered to all other employees of the Village.
- B. Disability. The Employer agrees to make required premium payments for short term and long term disability coverage for the Employee equal to what is provide for other employees of the Village.
- C. Life Insurance. The Employer shall pay the amount of premium due for a term life insurance policy with coverage in the amount of two (2) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

#### **Section 6: Vacation, Sick, and Executive Leave**

- A. Notwithstanding the terms of this Agreement, Employee shall accrue vacation, sick, personal days and all other time as provided for in the Employee's personnel manual.
- B. Upon execution of this Agreement, Employee shall be credited with twelve (12) days of sick leave. After Employee's first anniversary of employment, Employee shall accrue sick leave in accordance with the Village Personnel Manual The accrual of sick days and the use of accrued sick leave shall at all times be in accordance with Village Personnel Manual, as it may be amended from time to time by the Village Board.
- C. Upon execution of this Agreement, Employee shall receive four (4) weeks of banked vacation days, and will accrue additional vacation days at the rate of four (4) weeks per year. Employee shall be subject to use and carryover provisions relative to the vacation days consistent with and on the same terms as set forth for full-time employees in the Village Personnel Manual, as it may be amended from time to time.
- D. In the event the Employee's employment is ended, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays,

executive leave, and other benefits to date in accord with State law and Employer's personnel manual. Further, regardless of the benefit provided in the Village's Personnel Manual, the Employee shall not be paid less than 45% of unused sick time at separation.

- E. The Employee shall annually be credited with four (4) days of executive leave per calendar year. Executive leave is the same as personal days as outlined within the Village's Personnel Manual.

### **Section 7: Monthly Vehicle Allowance**

- A. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided the sum of \$6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Village of Lemont area. For purposes of this Section, use of the car within the greater Village of Lemont area is defined as travel to locations within a seventy-five (75) mile radius of the Village of Lemont Village Hall.
- B. In lieu of an Employer paid cellular phone plan, Employer agrees to provide for a cell phone stipend to compensate for Employee's business use of a personal cellular smart telephone and data plan packages. The cellular phone stipend shall be nine hundred sixty dollars \$960.00 per calendar year, payable in equal monthly installments.

### **Section 8: Retirement**

- A. The Employer agrees to enroll the Employee into the Illinois Municipal Retirement Fund ("IMRF") and to pay the Employer's share as required by statutes, ordinances and regulations applicable to IMRF. Employer shall deduct Employee's retirement contributions from regular payroll and contribute said share to IMRF in accord with IMRF regulations.
- B. In addition to the Employer's payment to IMRF (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee. Employer agrees to pay a fixed dollar amount of five thousand (\$5,000) per year into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

## **Section 9: General Business Expenses**

Employer in its sole discretion may approve Employee's membership in Illinois, local and/or professional associations necessary and desirable for Employee's continued participation, professional growth and the good of the Village. For those association memberships approved by Employer, Employer shall budget amounts at the sole discretion of the Employer, and pay for all dues, subscriptions, expenses, travel and related expenses of Employee. Approved organizations include IPELRA (the Illinois Public Employer Labor Relations Association), NPELRA (the National Public Employer Labor Relations Association), ICMA (the International City/County Management Association), ILCMA (the Illinois City/County Management Association), SHRM (the Society for Human Resource Management), ILGL (Illinois Local Government Lawyers Association, and the IML (Illinois Municipal League). The Corporate Authorities may review the associations and organizations from time to time to assure they are appropriate for the Employee's continued professional participation, growth, and advancement and for the good of the Village.

## **Section 10: Termination and Severance Pay**

A. At-will. Employee agrees and understands that his relationship with the Village is an "at-will" relationship and that the Corporate Authorities may terminate his employment and this Agreement at any time and for any reason in accordance with applicable law. Employee agrees and understands that he does not have the right to receive any type of progressive discipline prior to the termination of this Agreement. No term of appointment or employment as Deputy Village Administrator/Corporation Counsel shall be construed as creating any property or other right to a continuation of that appointment or employment. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Village to terminate the employment of Employee at any time, subject only to the provisions set forth herein.

B. Termination Without Cause. The following events shall be deemed a termination without Cause ("Cause" is defined below) for purposes of this paragraph:

- i. Employee is terminated by the Village for the Village's convenience or for no reason;
- ii. Employee is re-assigned to a different position, within the Village other than Village Administrator, without his consent;
- iii. Employee's base salary is reduced without his consent;
- iv. The Corporate Authorities require employee to establish residency in the Village;
- v. the Corporate Authorities eliminate the position of Deputy Village Administrator/Corporation Counsel;
- vi. Employee resigns at the suggestion or invitation of the Village President or a majority of the Village Board of Trustees; or

In the event of Termination without Cause, the Village shall pay Employee the Severance Payments as defined below. Severance Payments shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

C. "Severance Payments" shall mean: Employee's base salary, health and life insurance benefits under the same terms as were provided while Employee was employed under this Agreement, for a period of six (6) months from the date of termination.

D. Payment of Accrued Sick, Vacation and Executive Leave. With the Village's next regular payroll after the date of termination, Employee shall be paid all accrued sick leave, vacation time, paid holidays and executive leave in accordance with applicable law, the Village's employment policies, and this Agreement. The payment called for in this paragraph shall be paid whether employee is terminated with or without cause.

E. Termination for Cause. In the event Employee is terminated by the Village for Cause, as defined below, the Village shall have no duty or obligation of any kind to pay the Severance Payments. Prior to being terminated for cause, Employee shall have the opportunity to be heard by the President and Board of Trustees. The Village Board shall give notice to Employee of its consideration of termination for cause, and the opportunity to be heard shall be scheduled as soon as practicable thereafter, but in any event within fourteen (14) days after notice is given or as otherwise agreed upon between the Village and the Employee.

F. "Cause" Defined. For purposes of this Agreement, "Cause" means: (i) willful malfeasance or willful misconduct by Employee in connection with his employment, which includes but is not limited to a willful violation of the Village's anti-discrimination and anti-harassment policies which results in the entry of a monetary judgment against the Village provided Employee has not been terminated prior to the entry of said judgment; (ii) the second willful and material breach of any written policy or ordinance applicable to all employees adopted by the Village for which Employee has already received a prior written warning from the Village President or Board of Trustees; (iii) intoxication or use or possession of illicit drugs during business hours or while engaged in Village business, but this shall not apply to social drinking at events where alcohol is served; (iv) being found guilty of any felony, or being found guilty of any misdemeanor involving dishonesty, a drug-related offense, or moral turpitude; (v) being convicted of DUI while operating a Village-owned vehicle; (vi) theft, misappropriation, or willful, unauthorized destruction of Village property; or (vii) solicitation of gifts, bribes or other valuable things for personal gain or other corrupt practices during business hours or related to Village business. Cause shall not mean mere dissatisfaction with Employee's performance or mistakes in the performance of his duties.

G. Voluntary Resignation. "Voluntary Resignation" shall mean employee's resignation for reasons which are truly voluntary and not under the circumstances contemplated in paragraph B above. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to terminate his employment with the Village by Voluntary Resignation. Employee

expressly acknowledges that he has no entitlement to any Severance Payments in the event of Voluntary Resignation. In the event Employee voluntarily resigns his position, Employee shall be entitled only to those benefits provided in the Village's Personnel Policy or applicable law as it may be amended from time to time. Employee shall provide the Village with not less than thirty (30) days notice unless the parties agree otherwise.

### **Section 13: Performance Evaluation**

- A. Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee as provided for in the Code. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting. Unless agreed upon by both parties, the evaluation meeting shall take place during the month of July each year.
- B. The Employee's performance evaluation will be based on various performance measures to be determined by the Village Administrator. These measures primarily will be embodied with the goals outlined by the Corporate Authorities and the Village Administrator through the strategic planning goals, that may be established from time to time and objectives incorporated within management by objectives within each budget year preparation.

### **Section 14: Hours of Work**

- A. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule which generally adheres to the Village's normal business hours.
- B. The employment provided for in this Agreement shall be the Employee's sole employment. Any additional employment, outside consulting or teaching activities must be approved in writing by the Village Administrator. Employee shall take appropriate steps to ensure that such outside employment, consulting or teaching does not interfere with Employee's responsibilities under this Agreement and the Code.

### **Section 15: Residency**

The Employee will not be required to establish residency within the Village.

### **Section 16: Indemnification**

- A. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or



demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct or the Employee has breached this Agreement. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties, unless the act or omission involved willful or wanton conduct.

- B. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.
- C. The terms of this Section shall not apply to any tort, professional liability claim or demand or other legal action, instituted by the Employer against the Employee or instituted by the Employee against the Employer.

**Section 17: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 18: Other Terms and Conditions of Employment**

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code, any Village rules and regulations or any other law.

**Section 19: Notices**

Notice pursuant to this Agreement shall be given by electronic mail notification and shall be deemed given as the date and time such email has been transmitted to the other party as follows:

- A. EMPLOYER: Village President

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

B. EMPLOYEE: Jeffrey M. Stein  
[Jeffst1212@gmail.com](mailto:Jeffst1212@gmail.com)

**Section 20: General Provisions**

- A. COBRA. Nothing in this agreement shall be deemed a waiver of Employee’s rights under applicable COBRA regulations, as may be amended from time to time.
- B. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- D. Effective Date. This Agreement shall become effective on October 4, 2016.
- E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

VILLAGE OF LEMONT

EMPLOYEE: Jeffrey M. Stein

By: \_\_\_\_\_  
Brian K. Reaves  
Village President

By: \_\_\_\_\_  
Jeffrey M. Stein