Village of Lemont

Mayor Brian K. Reaves

Village Clerk Charlene Smollen

Administrator George J. Schafer



VILLAGE BOARD MEETING November 14, 2016 – 7:00 PM Village Hall – Village Board Room 418 Main Street, Lemont, IL 60439

Trustees

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

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes
 - 1. October 24, 2016 Village Board Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Amending the Lemont Municipal Code (Title 5 Business Taxes, Licenses and Regulation)
 - D. An Ordinance Amending Lemont Municipal Code Chapter 5.04: Liquor Licenses (Decreasing and Issuing Class A-3 Liquor License)
 - E. An Ordinance Authorizing Sale and Disposal of Surplus Village Property
 - F. A Resolution Approving the Purchase of Two (2) Ford F250 Pickup Trucks
 - G. A Resolution Approving the Purchase of a Falcon 4 Ton Hopper Hot Box Trailer
 - H. A Resolution Approving Orange Crush, LLC for Purchase of Asphalt Hot Mix and Binder
 - I. A Resolution Approving the Intergovernmental Agreement with Lemont Township High School District 210 for Village Personnel at School District Sponsored Events

- J. A Resolution Approving the Intergovernmental Agreement with Lemont Township High School District 210 for a School Liaison Officer
- K. A Resolution Approving the Intergovernmental Agreement with Lemont Township High School District 210 for Reciprocal Reporting of Criminal Offenses of Students
- L. A Resolution Approving the Intergovernmental Agreement with Lemont-Bromberek Combined School District CSD113A for Reciprocal Reporting of Criminal Offenses of Students
- M. A Resolution Approving Consolidation of Lot 10 and the East 20 Feet of Lot 9, Hostert's Subdivision (310 E. Logan St. Lot Consolidation)

IV. Mayor's Report

- A. Appointment of Art & Culture Commission Members
- B. Audience Participation
- V. Clerk's Report
 - A. Correspondence
- VI. Village Corporation Counsel/Deputy Village Administrator 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
- XIII. Action on Closed Session Item(s)
- XIV. Motion to Adjourn

Minutes

VILLAGE BOARD MEETING

Village Hall – 418 Main Street

October 24, 2016 6:30 p.m.

The regular meeting of the Lemont Village Board was held on Monday, October 24, 2016 at 6:30 p.m., with Mayor Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

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

III. CONSENT AGENDA

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

A. Approval of Minutes

- 1. September 23, 2016 Strategic Planning Meeting Minutes
- 2. September 26, 2016 Village Board Meeting Minutes
- 3. October 17, 2016 Committee of the Whole Meeting Minutes
- B. Approval of Disbursements
- C. Ordinance O-30-16 Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Positions
- D. Ordinance O-31-16 Regulating Hazardous Substance Control and Hazardous Materials Incident Expense Recovery in the Village of Lemont, Cook, Will & DuPage Counties, IL
- E. Ordinance O-32-16 Approving the Transfer of Real Estate for Right-of-Way Adjacent to Archer Avenue to the State of Illinois' Department of Transportation
- F. Resolution R-52-16 Approving the Purchase of Microsoft Office 365 and Licensing
- G. Resolution R-53-16 Authorizing the Purchase of Rock Salt.

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

IV. MAYOR'S REPORT

- A. Motion made by Chialdikas, seconded by Blatzer, to appoint Tom Burton to the Liquor Control Review Board. VV 6 ayes. Motion passed.
- B. The 2015-16 Comprehensive Annual Financial Report was presented by Baker Tilly.
- C. The Municipal Compliance Report, Actuary Report and GASB67/68 Report was presented by Ed Mansell of the Police Pension Fund.

D. Audience Participation - None

V. Clerk's Report

A. Correspondence

- 1. Early voting will be held at Lemont Township through November 7th.
- 2. Attended the Municipal Clerk of Illinois Academy October 11-14.

B. Ordinances

- 1. Ordinance O-33-16 of the Village of Lemont, Cook, Will and DuPage Counties, Illinois, to Set a Date for, and to Approve a Public Notice of a Public Hearing for the Main Street/Archer Avenue Tax Increment Financing Redevelopment Project Area. Motion by Sniegowski, seconded by Stapleton, to adopt said ordinance. Roll Call: Miklos, Sniegowski, Stapleton, Virgilio, Blatzer, Chialdikas; 6 ayes. Motion passed.
- 2. Ordinance O-34-16 Amending Title 17 of the Lemont, Illinois Municipal Code, the Lemont Unified Development Ordinance of 2008 (UDO Amendments). Motion by Stapleton, seconded by Sniegowski, to adopt said ordinance. Roll Call: Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; Chialdikas; 6 ayes. Motion passed.

C. Resolution

- 1. Resolution R-54-16 Approving an In Car Video System Purchase Agreement with WatchGuard Video. Motion by Miklos, seconded by Chialdikas, to adopt said resolution. Roll Call: Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; Chialdikas; 6 ayes. Motion passed.
- VI. Village Corporation Counsel/Deputy Village Administrator Report
 - A. The City of Lockport/Lemont preliminary boundary agreement hearing will be held next week.
- VII. Village Administrator Report
 - A. Repaving project on Illinois Street will continue for approximately two weeks.
 - B. CITGO was thanked for their sponsorship of the Quarry Recreation Area restoration day that was held on October 15.
- VIII. Board Reports
- IX. Staff Reports
 - A. Police Department

- 1. Recent threatening texts on social media by juveniles have been discovered by the Police Department. The chief warned parents to pay attention to their kids activities.
- X. Unfinished Business
- XI. New Business
- XII. Motion for Executive Session NONE
- XIII. Action on Closed Session Item
- XIV. Motion to Adjourn

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 6:58 p.m. VV 6 ayes. Motion passed.

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Nam	ie	Transaction Amount	Reconciled Amount	Difference
	- Accounts Paya	able								
Check	40/05/0040	0			Assessments Develope	Can Daffa at		¢0.245.00		
14890	10/25/2016 Invoice	Open	Date	Description	Accounts Payable	Car Reflecti	ons Amount	\$2,345.00		
	16-325		08/25/2016	replace letterin	a on vohiclos		\$275.00			
	16-352		09/13/2016		vehicles - new logo		\$1,220.00			
	16-355		09/19/2016	lettering on nev			\$850.00			
4.4004		0	00/10/2010	lottoring on not		Cin di Hama		CO 47		
14891	11/01/2016	Open			Utility Management Refund	Cindi Hegge	2	\$3.47		
	Account Type		Account Number	Description		action Date	Transaction Type			
	Senior		202176-001	Refund final bil			Refund			
14892	11/01/2016	Onon				MACK INDI		\$42.21		
14092	11/01/2010	Open			Utility Management Refund	MACK INDI	DSTRIES	Φ42.21		
14893	11/01/2016	Open			Utility Management	PLUNKETT	DAVID	\$22.71		
1 1000	11/01/2010	Орон			Refund	· LOITILL !	, 5, (1)	Ψ==		
	Account Type		Account Number	Description	Trans	action Date	Transaction Type			
	Single Family		206470-001	Refund final bil	I 11/01/	/2016	Refund			
14894	11/08/2016	Open			Accounts Payable	Pyramid Ge	neral Construction	\$1,000.00		
	Invoice	оро	Date	Description	, 1000 a. 110 1 a. j a. j. i	. ,	Amount	ψ.,σσσ.σσ		
	070119		07/21/2014		refund - 111 Ruffled Fe	athers Dr	\$1,000.00			
14895	11/14/2016	Open		·	Accounts Payable	5th Avenue	Construction	\$1,000.00		
14000	Invoice	Орон	Date	Description	Accounts rayable	Jui Avende	Amount	Ψ1,000.00		
	2015-0000054	49	10/31/2016		o deposit - 12783 Tullar	nore Ln	\$1,000.00			
14896	11/14/2016	Open			Accounts Payable	Aggreko, Ll	• •	\$16,105.21		
14030	Invoice	Ореп	Date	Description	Accounts I ayable	Aggreko, Et	Amount	ψ10,100.21		
	16-10-19		10/19/2016		perty tax rebate		\$16,105.21			
4.4007		0	10/10/2010	20:0 20:0 p.0		^i	• • •	¢2.700.00		
14897	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	American E	nvironmental Corporation Amount	\$3,722.96		
	367016-0005		09/30/2016	OAN Consultin	na		\$3,722.96			
4.4000		•	03/30/2010	OAN CONSUM	-	A TO T		A O 000 07		
14898	11/14/2016	Open	Data	Dagawintian	Accounts Payable	AT&T Illinoi		\$2,226.07		
	Invoice 63024304481	016	Date 10/13/2016	Description	146 1 chestnut crossino	11/0	Amount \$114.19			
	63024373751		10/13/2016		749 4 art & culture com	,	\$165.57			
	63024304591		10/13/2016		681 3 oak tree l/s	1111331011	\$124.21			
	63024312301		10/13/2016		805 2 eagle ridge l/s		\$120.23			
	63024314681		10/13/2016		926 9 parking garage		\$223.06			
	63024317391	016	10/13/2016	630 243-1739			\$203.95			
	63024316091	016	10/13/2016		403 9 kohls-target I/s		\$80.99			
	63025719821	016	10/25/2016	630 257-1982	589 2 ruffled fthrs I/s		\$114.17			
	63025752711		10/25/2016	630 257-5271	183 5 harpers grove I/s		\$120.03			
	63025704361		10/25/2016		056 6 glens of connema	ara I/s	\$120.21			
	63025759361		10/25/2016	630 257-5936 9			\$124.86			
	63025722901		10/25/2016	630 257-2290 8		_	\$179.85			
	63025795391		10/25/2016		074 6 keepataw trails l/s		\$114.00			
	63025724741		10/25/2016 10/25/2016		474 0 p.d. backup phon		\$290.11 \$130.64			
	63025752721	010	10/25/2010	030 237-3272	181 8 metra station sec	unty cameras	\$130.64			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14899	11/14/2016	Open			Accounts Payable	Automated Forms & Graphics Inc	\$432.71		
	Invoice		Date	Description		Amount			
	26329		10/17/2016	cups w/ village	logo	\$432.71			
14900	11/14/2016	Open			Accounts Payable	Avalon Petroleum Company	\$7,830.14		
	Invoice		Date	Description	•	Amount			
	556622		10/08/2016	1175 gals unl fu	uel	\$2,284.68			
	556684		10/17/2016	1550 gals unl fo		\$2,825.96			
	556821		10/27/2016	1500 gals unl fo	uel	\$2,719.50			
14901	11/14/2016	Open			Accounts Payable	Azavar Audit Solutions	\$2,276.25		
	Invoice		Date	Description	•	Amount			
	12459		11/01/2016	Nov 2016 utility	audit audit	\$2,276.25			
14902	11/14/2016	Open			Accounts Payable	Bode, Denise, G	\$250.00		
002	Invoice	оро	Date	Description	7.000 a.m.o . a.y a.o.o	Amount	Ψ200.00		
	16-10-26		10/26/2016	D/AT classes 1	0/24,26/16	\$250.00			
14903	11/14/2016	Open			Accounts Payable	Brett Equipment	\$163.35		
14303	Invoice	Ореп	Date	Description	Accounts I ayable	Amount	ψ103.33		
	265916		10/13/2016	Frame		\$163.35			
4.400.4		0	10/10/2010	Tamo	A to Downledo	· ·	#0 000 00		
14904	11/14/2016	Open	Doto	Description	Accounts Payable	Carey C. Cosentino, PC	\$2,000.00		
	Invoice 16-11-01		Date 11/01/2016	Description Oct 2016 legal		Amount \$2,000.00			
			11/01/2010	Oct 2016 legal		, ,			
14905	11/14/2016	Open			Accounts Payable	CCP Industries, Inc.	\$649.04		
	Invoice		Date	Description		Amount			
	IN01787535		10/27/2016	Uniforms		\$133.99			
	IN01786797		10/26/2016	building supplie		\$515.05			
14906	11/14/2016	Open			Accounts Payable	Chicago Parts Sound, LLC	\$865.92		
	Invoice		Date	Description		Amount			
	794719		10/19/2016	air cleaner, ser	sor	\$396.92			
	796803		10/27/2016	Training	00 5 5	\$320.00			
	13093		10/31/2016	part installation	- 03 Ford Explorer	\$149.00			
14907	11/14/2016	Open			Accounts Payable	Chicago Tribune Media Group	\$1,716.96		
	Invoice		Date	Description		Amount			
	002996721		10/31/2016	Treasurer's Re	port publishing	\$1,716.96			
14908	11/14/2016	Open			Accounts Payable	Chipain's Finer Foods	\$49.56		
	Invoice		Date	Description		Amount			
	00208427071	3	11/01/2016	0066 - refreshn	nents for 10/12 meeting	\$49.56			
14909	11/14/2016	Open			Accounts Payable	Cintas Corporation	\$112.05		
	Invoice	- 1	Date	Description	,	Amount	,		
	9011167877		10/28/2016	0010696710 - f	irst aid cabinet refill	\$112.05			
14910	11/14/2016	Open			Accounts Payable	Comcast	\$29.52		
14010	Invoice	Орон	Date	Description	71000dillo i ayabic	Amount	Ψ20.02		
	16-10-1615		10/24/2016		001615 v.h. cable TV	\$29.52			
14011		Onon				*	¢025.60		
14911	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	Comcast Amount	\$925.68		
	16-10-3371		10/26/2016		343371 p.d. digital voice				
	16-10-8896		10/22/2016		138896 p.w. cable/intern				
	10 10 0000		10,22,2010	3777 20 147 0	22300 p.m. odbio/intern	φ303.00			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
14912	11/14/2016	Open		'	Accounts Payable	ComEd		\$1,722.58		
	Invoice		Date	Description	·		Amount			
	16-10-6066		10/26/2016	1763156066 -	0 Main St, Stephen St	(Master Acct)	\$286.38			
	16-10-4007		10/26/2016	2834014007 - Rd	street lights - Lite Rte 2	5 1080 Norwalk	\$536.32			
	16-10-4052		10/26/2016		street lights - stephen s	st 1 S river	\$59.03			
	16-10-7008		10/26/2016		street lights - Stephen,		\$8.11			
	16-10-8014		10/26/2016		street lights - illinois, e		\$20.03			
	16-10-8023		10/26/2016		street lights - 164 E Pe		\$46.02			
	16-10-0007		10/26/2016		street lights - talcott, e		\$149.65			
	16-10-7033		10/31/2016		Main St lift station - bel		\$76.85			
	16-11-2063		11/03/2016		street lights - KA Steel	-,	\$30.43			
	16-11-0155		11/01/2016		street lights - 451 Talco	•	\$22.17			
	16-11-3015		11/02/2016		street lights - 44 Stephe		\$83.39			
	16-11-9011		11/01/2016		street lights - 411 Singe		\$345.10			
	16-11-4009		11/02/2016		street lights - 47 Stever		\$59.10			
14913	11/14/2016	Open			Accounts Payable	Compass Minerals Americ	a	\$2,795.28		
	Invoice	•	Date	Description	•	•	Amount			
	71545230		10/26/2016	Salt			\$2,795.28			
14914	11/14/2016	Open			Accounts Payable	Crawford, Murphy, Tilly, In	C.	\$1,269.10		
	Invoice	•	Date	Description	•		Amount			
	111216		10/21/2016	Derby Bridge I	nspections		\$1,269.10			
14915	11/14/2016	Open			Accounts Payable	De Lage Landen Public Fi	nance	\$602.00		
	Invoice		Date	Description			Amount			
	52117221		10/27/2016	Copier			\$602.00			
14916	11/14/2016	Open			Accounts Payable	Dustcatchers, Inc.		\$68.10		
	Invoice	оро	Date	Description	rioccumo r ajazio		Amount	φσσσ		
	24671		10/27/2016		pet mat service		\$68.10			
14917	11/14/2016	Open			Accounts Payable	Dynegy Energy Services L	LC	\$3,533.61		
	Invoice		Date	Description		_ ,g,g,	Amount	***		
	15391761610)1	10/28/2016	GMCVLG1004			\$3,533.61			
14918	11/14/2016	Open			Accounts Payable	EJ USA, Inc.		\$885.64		
14010	Invoice	Орон	Date	Description	71000anto i ayabic	20 0071, 1110.	Amount	ψ000.04		
	11016008654	.5	10/20/2016	Copper tubing			\$525.86			
	11016008955		10/28/2016	Clamps			\$102.56			
	11016008974		10/28/2016	Clamps			\$257.22			
14919	11/14/2016	Open	. 6/26/2010	Ciampo	Accounts Payable	Emergency Vehicle Techn		\$75.80		
	Invoice		Date	Description			Amount	*******		
	3944		10/24/2016	Parts			\$75.80			
14920	11/14/2016	Open	-		Accounts Payable	G & K Services, Inc.	•	\$136.64		
14320	Invoice	Open	Date	Description	Accounts Fayable	O & N Services, IIIC.	Amount	φ130.04		
	1028411861		10/20/2016		nte	,	Amount \$68.32			
	1028406322		10/20/2016	V.H. carpet ma			\$68.32			
	1020400322		10/00/2010	V.H. carpet ma	213		φυδ.3∠			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14921	11/14/2016	Open			Accounts Payable	Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd.	\$2,321.36		
	Invoice		Date	Description		Amount			
	16-11-01		11/01/2016	recapture		\$2,321.36			
14922	11/14/2016	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$3,925.00		
	Invoice		Date	Description		Amount			
	2013558-89		10/20/2016	I.T. Support		\$400.00			
	2013558-98		10/25/2016	I.T. Support		\$2,085.00			
	2013558-111		10/29/2016	I.T. Support		\$1,440.00			
14923	11/14/2016	Open			Accounts Payable	Halper, Peggy	\$266.00		
	Invoice		Date	Description		Amount			
	0084		10/30/2016	10/19/16 PZC	meeting minutes	\$266.00			
14924	11/14/2016	Open			Accounts Payable	Heritage Corridor Convention and Visitors Bureau	\$14,430.00		
	Invoice		Date	Description		Amount			
	3113		09/15/2016	marketing car	npaign	\$5,000.00			
	3143		10/15/2016	marketing stra	ategy	\$9,430.00			
14925	11/14/2016	Open			Accounts Payable	Homer Tree Care, Inc.	\$19,000.00		
020	Invoice	оро	Date	Description	7.00000 7 0.7 0.0.00	Amount	ψ.ο,οοο.οο		
	23900		09/30/2016	Canal and Qu	arry Trail	\$19,000.00			
14926	11/14/2016	Open			Accounts Payable	Hoppy's Landscaping	\$37,070.00		
14320	Invoice	Ореп	Date	Description	Accounts I ayable	Amount	ψ51,010.00		
	6789		10/05/2016	Traffic Island	Maintenance	\$3,720.00			
	6790		10/21/2016		eiffer wall repair	\$5,250.00			
	6786		10/25/2016		eiffer wall repair	\$8,500.00			
	6782		10/05/2016	traffic circle m		\$19,600.00			
14927	11/14/2016	Open			Accounts Payable	Illinois Department of Agriculture	\$20.00		
14321	Invoice	Open	Date	Description	Accounts Fayable	Amount	φ20.00		
	16-11-07		11/07/2016	applicator lice	inse	\$20.00			
4.4000		0	11/01/2010	applicator lice		· ·	#000 00		
14928	11/14/2016	Open	Doto	Description	Accounts Payable	Illinois State Police	\$238.00		
	Invoice 16-09-30		Date 09/30/2016	Description	01600 ORI:ILL03542S	Amount \$238.00			
			09/30/2010	Cost Center.		*			
14929	11/14/2016	Open			Accounts Payable	Illinois State Toll Highway Authority	\$62,500.00		
	Invoice		Date	Description		Amount			
	817		10/27/2016	2016 installme	ent	\$62,500.00			
14930	11/14/2016	Open			Accounts Payable	IRMA	\$5,070.78		
	Invoice		Date	Description		Amount			
	SALES00155		09/30/2016	Sep deductibl		\$4,351.37			
	SALES001556	65	09/30/2016	Sep Opt Dedu	uctible	\$719.41			
14931	11/14/2016	Open			Accounts Payable	Jurinek & Riskus, Inc.	\$2,321.36		
	Invoice		Date	Description		Amount			
	16-11-01		11/01/2016	recapture		\$2,321.36			
14932	11/14/2016	Open			Accounts Payable	Kathleen Field Orr & Associates	\$970.00		
1.002	Invoice	O PO.1	Date	Description	. 1000 at 110 i ayabio	Amount	ψ010.00		
	15079		10/05/2016	Sep 2016 Ma	in/Archer TIF	\$970.00			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14933	11/14/2016	Open	_		Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description	201	Amount			
	6878777 6878778		10/21/2016 10/21/2016	046-2580918-0 046-2580918-0		\$277.98 \$676.51			
		•	10/21/2010	040-2500910-0			^-		
14934	11/14/2016	Open	Data	D	Accounts Payable	Lemont Fire Protection District	\$700.00		
	Invoice 16-11-01		Date 11/01/2016	Description Sep/Oct 2016	import food	Amount \$700.00			
		_	11/01/2010	Sep/Oct 2016	•	,			
14935	11/14/2016	Open			Accounts Payable	Lemont High School Dist 210	\$9,376.00		
	Invoice 16-11-01		Date 11/01/2016	Description Sep/Oct 2016	:	Amount \$9,376.00			
			11/01/2016	Sep/Oct 2016	·				
14936	11/14/2016	Open			Accounts Payable	Lemont Public Library District	\$1,162.30		
	Invoice		Date	Description Description	·	Amount			
	16-11-01		11/01/2016	Sep/Oct 2016	impact rees	\$1,162.30			
14937	11/14/2016	Open			Accounts Payable	Lemont Public Library District	\$1,000.00		
	Invoice		Date	Description		Amount			
	2015-0000052	27	10/19/2016	refund clean u	p deposit - 50 Wend St	\$1,000.00			
14938	11/14/2016	Open			Accounts Payable	Lemont-Bromberek Combined School District 113A	\$19,466.72		
	Invoice		Date	Description		Amount			
	16-11-01		10/27/2016	Sep/Oct 2016	impact fees	\$19,466.72			
14939	11/14/2016	Open			Accounts Payable	M/I Homes of Chicago	\$7,000.00		
	Invoice		Date	Description		Amount			
	2016-000000		10/31/2016		p deposit - 11 Anne Cir	\$1,000.00			
	2016-000000		10/31/2016		ape Bond - 11 Anne Cir	\$5,000.00			
	2016-000003		11/07/2016	retund clean u	p deposit - 3 Anne Cir	\$1,000.00			
14940	11/14/2016	Open			Accounts Payable	Menards	\$99.00		
	Invoice		Date	Description		Amount			
	94631		10/20/2016	Desk		\$99.00			
14941	11/14/2016	Open			Accounts Payable	Metropolitan Industries Inc	\$30.00		
	Invoice		Date	Description		Amount			
	0000315340		10/13/2016	Data Service F		\$30.00			
14942	11/14/2016	Open			Accounts Payable	Motorola Solutions - Starcom21 Network	\$340.00		
	Invoice	_	Date	Description		Amount			
	25696831201	6	10/01/2016	7120AA2		\$340.00			
14943	11/14/2016	Open			Accounts Payable	Napa Auto Parts	\$28.95		
	Invoice		Date	Description		Amount			
	616202		10/31/2016	Parts		\$28.95			
14944	11/14/2016	Open			Accounts Payable	NiCor Gas	\$154.32		
	Invoice		Date	Description		Amount			
	16/10-0043 0		10/17/2016		3 0 ruffled fthrs I/s	\$0.04			
	16/10-2000 8	(2)	10/28/2016	37-54-52-2000		\$41.11			
	16/10-2384 4		10/28/2016		2.4 glens of connemara l/s				
	16/10-8700 1 16/10-9589 2		10/19/2016 10/20/2016) 1 smith farms I/s) 2 target-kohls I/s	\$24.76 \$24.12			
	16-11-2000 4		11/01/2016	04-46-52-2000		\$38.24			
	.0 11 2000 4		11/01/2010	5 . 10 GZ Z000		Ψ00.24			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14945	11/14/2016	Open			Accounts Payable	North East Multi-Regional Training Inc	\$450.00		
	Invoice		Date	Description		Amount			
	211122		10/05/2016	Training		\$325.00			
	211430		10/12/2016	Training		\$125.00			
14946	11/14/2016	Open			Accounts Payable	Norvilla, LLC	\$135,945.59		
	Invoice		Date	Description		Amount	*/-		
	160454-1		10/20/2016	IMTT culvert -	R-4916	\$135,945.59			
14947	11/14/2016	Open			Accounts Payable	Novotny Engineering	\$78,953.47		
	Invoice		Date	Description		Amount	***************************************		
	02115-62		10/21/2016	NPDES Phase	2	\$1,814.31			
	16046-3		10/21/2016	McCarthy St V		\$11,296.88			
	16101-1		10/21/2016	2016 MFT Res		\$11,903.13			
	16495-1		10/21/2016	Utility Review	3	\$79.50			
	15180-1		10/21/2016	Consult Meetir	na	\$238.50			
	16101-2		10/21/2016	2016 MFT Res		\$7,880.63			
	16231-2		10/21/2016	1006 Salim	g	\$159.00			
	16438-1		10/21/2016	NPDES Permi	t Renewal	\$1,033.50			
	16465-1		10/21/2016	CSO Flow Mor		\$3,430.25			
	15291-2		10/21/2016	Lemont Public	: Library Exp	\$202.50			
	16515-1		10/21/2016	1000 Singer A	ve Site Plan	\$79.50			
	16351-2		10/21/2016	Target Parking		\$67.50			
	16454-1		10/21/2016	Aggreko Drive	way repair	\$147.00			
	15304-2		10/21/2016	Advocate Goo	d Sam Parking Lot Reha	ab \$270.00			
	04150-19		10/21/2016	Case 2004-OS	S Meadowlark	\$673.50			
	16519-1		10/21/2016	St. James Bld	TRC	\$159.00			
	16455-1		10/21/2016	Lions Park TR	C	\$636.00			
	16482-1		10/21/2016	J Ave Trucking	g TRC	\$397.50			
	06028-67		10/21/2016	General Engin		\$318.00			
	06232-6		10/21/2016		3-CD PI 2006-03	\$238.50			
	10311-3		10/21/2016	Chicago Blaze	Rugby Club	\$393.00			
	12387-20		10/21/2016	Kettering Subo		\$3,236.22			
	13154-8		10/21/2016	83/Main Engin	eering	\$555.00			
	13237-16		10/21/2016	Birch Path		\$159.00			
	13240-5		10/21/2016	508 Illinois St		\$556.50			
	14217-6		10/21/2016	561 Kromray		\$159.00			
	14405-8		10/21/2016	Lemont Nursin	ng	\$478.50			
	15065-1		10/21/2016	St. Al's TRC		\$397.50			
	15109-9		10/21/2016	Estates of Mor		\$2,397.75			
	15134-2		10/21/2016	310 Logan St	- Case 16-02	\$318.00			
	15135-9		10/21/2016	Seven Oaks		\$1,521.00			
	15150-1		10/21/2016	Derby TRC		\$477.00			
	15202-5		10/21/2016	Equestrian Me	eadows	\$318.00			
	15206-3		10/21/2016	Water Sheds		\$3,009.00 \$4,860.00			
	15372-1		10/21/2016	Bell Rd Utility	ing Mall	\$4,869.00 \$70.50			
	16104-1		10/21/2016	Czacki Retaini		\$79.50 \$150.00			
	16332-2 16343-1		10/21/2016 10/21/2016	Ozinga Materia Warner Alley	ais project	\$159.00 \$5,632.50			
	16343-1		10/21/2016	,	uth Bridge Plaza	\$5,632.50 \$4,740.00			
	16389-1		10/21/2016	New Ave TRC		\$4,740.00 \$1,033.30			
	10309-1		10/21/2010	INEW AVE IRC	•	φ1,033.30			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	16391-2 16489-1		10/21/2016 10/21/2016		mont Rd Resurfacing		\$954.00 \$238.50			
	16498-1		10/21/2016	Holmes Street	Utility Burial		\$1,677.00			
	16507-1		10/21/2016	ComEd Pathw			\$2,131.50			
	04108-5		10/21/2016	Case 2002-14	LimeStone		\$381.00			
	04305-14		10/21/2016	Case 2007-34	Crossing Creek		\$79.50			
	05382-26		10/21/2016		Glens of Connemara		\$1,378.50			
	05413-9		10/21/2016	Case 2005-23	Woodglen		\$600.00			
14948	11/14/2016	Open			Accounts Payable	Occupational Health Center Illinois. P.C.	s of	\$112.00		
	Invoice		Date	Description			Amount			
	1009710663		10/11/2016	Physical and	Drug Screening		\$112.00			
14949	11/14/2016	Open			Accounts Payable	Office Depot		\$227.81		
14343	Invoice	Орсп	Date	Description	Accounts I dyabic	описе Верог	Amount	ΨΖΖ1.01		
	874980273001		10/27/2016		nvelopes, Tyvek envelor	nes	\$100.56			
	873363619001		10/20/2016	office supplies		300	\$127.25			
4.4050			10/20/2010	omoc supplies		0 0 1 110	Ψ127.20	# 400.00		
14950	11/14/2016	Open	5 /	5	Accounts Payable	Orange Crush, LLC		\$132.00		
	Invoice		Date	Description			Amount			
	18130		10/11/2016	blacktop			\$132.00			
14951	11/14/2016	Open			Accounts Payable	Poellot, Joshua, J		\$300.00		
	Invoice		Date	Description			Amount			
	110116		11/01/2016	Oct 2016 A/V	Support Services		\$300.00			
14952	11/14/2016	Open			Accounts Payable	Proven Business Systems, I	LC	\$600.00		
1 1002	Invoice	Opon	Date	Description	7 tooodino 1 dyddio	r reven Business Cystoms, i	Amount	φοσσ.σσ		
	346693		10/20/2016	P.D. copier us	age	,	\$600.00			
14052	11/14/2016	Onon		•	Accounts Bayable	Quill Corporation	·	¢202.02		
14953	Invoice	Open	Date	Description	Accounts Payable	Quill Corporation	Amount	\$203.82		
	9975080		10/13/2016		akroom supplies		\$84.88			
	9976197		10/13/2016		akroom supplies		\$118.94			
		_	10/13/2010	vii onice, brea			ψ110.34			
14954	11/14/2016	Open	_		Accounts Payable	Quinlan Security Systems		\$208.53		
	Invoice		Date	Description		,	Amount			
	19326		11/01/2016	quarterly main	tenance		\$208.53			
14955	11/14/2016	Open			Accounts Payable	Radar Man Inc		\$370.00		
	Invoice	·	Date	Description	<u>, </u>		Amount			
	3237		10/20/2016	radar repairs			\$370.00			
14956	11/14/2016	Open			Accounts Payable	Rag's Electric		\$2,216.58		
14000	Invoice	Ороп	Date	Description	71000dillo i dyddio	rag s Licotilo	Amount	Ψ2,210.00		
	20929		10/05/2016	Pole Repair			\$818.00			
	20950		10/25/2016	Light Parts			\$745.08			
	20919		10/25/2016	Street Light Re	epair		\$653.50			
4.4057		0	. 6, 26, 26 . 6	0.1.001 =.g	•	Dainhau Driatica	ψοσοίσο	Φ4 477 OF		
14957	11/14/2016	Open	Data	Decembelies	Accounts Payable	Rainbow Printing	A	\$1,177.85		
	Invoice		Date	Description #10 Utility Bill	Mindow Envelopes		Amount			
	412151		10/17/2016		Window Envelopes		\$195.95 \$245.05			
	412152		10/17/2016		eplacement form		\$215.95 \$285.95			
	412172 412148		10/21/2016 10/17/2016	Approval Star			\$285.95 \$480.00			
	412140		10/17/2010	icoc chicago	Dealmaking brochures		φ4ου.υυ			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14958	11/14/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$314.95		
	Invoice		Date	Description		Amount			
	1658422-IN		10/18/2016	Uniforms		\$164.95			
	1657452-IN	_	10/13/2016	Uniform		\$150.00			
14959	11/14/2016	Open	5.	D	Accounts Payable	Reed's Automotive Enterprises	\$1,061.60		
	Invoice 16-10-05		Date 11/01/2016	Description	ango repair per estimate	Amount \$1,061.60			
		_	11/01/2016	03 Dodge Dui	3 1 1	, ,			
14960	11/14/2016	Open	5.	D	Accounts Payable	Rod Baker Ford	\$200.71		
	Invoice C10670		Date 10/25/2016	Description Warranty Ded	uotiblo	Amount \$100.71			
	A09719		10/25/2016	warranty dedu		\$100.71 \$100.00			
44004		•	10/13/2010	warranty dedu			05.047.50		
14961	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	S. B. Friedman & Company	\$5,347.50		
	00057.16-3		10/17/2016	Gateway TIF [District	Amount_ \$5,347.50			
4.4000		0	10/17/2010	Calcway III I		, ,	#075 70		
14962	11/14/2016	Open	Doto	Description	Accounts Payable	Shaw Media	\$975.72		
	Invoice 10161007459	0	Date 10/31/2016	Description legal notices		Amount \$975.72			
4.4000			10/31/2010	legal Holices	A to Downlife		# 40.00		
14963	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	Shred-It USA, LLC	\$40.00		
	8121045609		10/22/2016	Description v. h. shredding	١	Amount \$40.00			
4.400.4		0	10/22/2010	v. n. smedani		·	#00 740 50		
14964	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	Southwest Central Dispatch Amount	\$26,719.50		
	16-10-15		10/15/2016		Nov 2016 assessment	\$26,719.50			
1.406E	11/14/2016	Onen	10/10/2010	10 1201 010		·	¢45.70		
14965	Invoice	Open	Date	Description	Accounts Payable	Southwest Digital Printing, Inc. Amount	\$15.70		
	10-1692mr		10/01/2016		tter maintenance	\$15.70			
14066	11/14/2016	Onen	10/01/2010	Copt 2010 pio		*	#2.060.00		
14966	Invoice	Open	Date	Description	Accounts Payable	Sprint Amount	\$2,060.00		
	13566493		11/02/2016		t received in error	\$2,060.00			
14067		Onen	11/02/2010	rotum paymor		, ,	¢7 200 40		
14967	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	T.P.I. Building Code Consultants, Inc. Amount	\$7,280.19		
	201610		10/25/2016		ews and inspections	\$7,280.19			
14060	11/14/2016	Onen	. 6/26/20:0	00.20.0.0	•	• •	¢4 262 00		
14968	Invoice	Open	Date	Description	Accounts Payable	Teska Associates Inc. Amount	\$1,362.00		
	7227		10/20/2016	I & M Canal S	outh Plaza	\$1,362.00			
14969	11/14/2016	Onen	10/20/2010	i a m canar o	Accounts Payable	Tressler, LLP	\$54,860.58		
14969	Invoice	Open	Date	Description	Accounts Payable	Amount	ф04,000.00		
	376803		10/20/2016	Sep 2016 serv	rices	\$14,921.25			
	376804		10/20/2016	Sep 2016 lega		\$240.00			
	376802		10/20/2016	Sep 2016 reta		\$8,755.07			
	375659		09/14/2016	Aug 2016 lega	ıl	\$22,156.00			
	375658		09/14/2016	Aug 2016 lega		\$8,788.26			
14970	11/14/2016	Open			Accounts Payable	Tri-River Police Training Region, Inc.	\$300.00		
-	Invoice		Date	Description		Amount			
	4038		10/24/2016	investigator tra	aining course	\$300.00			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14971	11/14/2016	Open			Accounts Payable	Underground Pipe & Valve Co, Inc	\$99.00		-
	Invoice		Date	Description		Amount			
	018632		10/28/2016	Pipe rounding	tool	\$99.00			
14972	11/14/2016	Open			Accounts Payable	United Septic, Inc.	\$1,386.04		
	Invoice		Date	Description		Amount			
	16103-2F		10/27/2016	2016 Sanitary	Sewer cleaning & televi	sing \$1,386.04			
14973	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	Urban Forest Management, Inc. Amount	\$398.75		
	160921		10/21/2016	review and rep	oort	\$253.75			
	160922		10/21/2016	review and rep		\$145.00			
14974	11/14/2016	Open			Accounts Payable	Village of Orland Park	\$65.00		
	Invoice		Date	Description		Amount	*******		
	21784362		10/24/2016	Sep 2016 pris	oner care	\$65.00			
14975	11/14/2016	Open			Accounts Payable	Vision Service Plan	\$1,200.90		
	Invoice		Date	Description		Amount	* 1,======		
	16-10-17		10/17/2016	Nov 2016 visio	on insurance premiums	\$1,200.90			
14976	11/14/2016	Open			Accounts Payable	Water Resources Inc.	\$2,282.50		
	Invoice		Date	Description		Amount	* ,		
	30919		10/24/2016	water meters		\$2,282.50			
14977	11/14/2016	Open			Accounts Payable	WEX Fleet Universal	\$270.27		
	Invoice	•	Date	Description	,	Amount			
	47382769		10/31/2016	Outside Fuel F	Purchases	\$270.27			
14978	11/14/2016	Open			Accounts Payable	Cook County Recorder of Deeds	\$507.00		
	Invoice	•	Date	Description	•	Amount			
	16-10-28		10/28/2016	recording fees	;	\$507.00			
14979	11/14/2016	Open			Accounts Payable	Illinois State Police	\$30.00		
	Invoice	•	Date	Description	,	Amount			
	16-10-21		10/21/2016	J LeFevers		\$30.00			
14980	11/14/2016	Open			Accounts Payable	Lemont High School Dist 210	\$260.00		
	Invoice		Date	Description		Amount			
	16-11-08		11/08/2016	Township Triv	ia ad	\$260.00			
14981	11/14/2016	Open			Accounts Payable	Office of the Illinois Attorney General	\$30.00		
	Invoice		Date	Description		Amount			
	16-10-21		10/21/2016	J LeFevers		\$30.00			
14982	11/14/2016	Open			Accounts Payable	Petty Cash-Police Department	\$476.90		
	Invoice		Date	Description		Amount			
	16-10-24		10/24/2016	reimbursemer	it	\$476.90			
14983	11/14/2016	Open			Accounts Payable	Treasurer, State of Illinois	\$5.00		
	Invoice		Date	Description		Amount			
	16-10-21		10/21/2016	J LeFevers		\$5.00			
14984	11/14/2016	Open			Accounts Payable	Beiriger, Terrance	\$50.00		
	Invoice		Date	Description		Amount			
	PC-022111		10/21/2016	refund for tick	et number PC-022111 p	aid twice \$50.00			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14985	11/14/2016	Open		-	Accounts Payable	Design-A-Deck Inc	\$1,000.00	'	
	Invoice		Date	Description		Amount			
	2016-000007	66	10/21/2016	Refund Clean	Up Deposit - 12354 Tho	ornberry Dr \$1,000.00			
14986	11/14/2016	Open			Accounts Payable	F.H. Paschen, S.N. Nielsen & Assoc. LLC	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-000000	46	10/19/2016	refund clean u	p deposit - 1151 State S	St \$1,000.00			
14987	11/14/2016	Open			Accounts Payable	J. Cizek & Sons Inc	\$1,000.00		
	Invoice	- 1	Date	Description	,	Amount	, ,		
	2016-000009	25	11/07/2016	refund clean u	p deposit - 416 Holmes	St \$1,000.00			
14988	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	The Steeples Townhome Association Amount	\$351.54		
	16-10-26		10/26/2016		t for sprinkler repair-Ca				
	.0 .0 20		. 6, 26, 26 . 6	250434	arior opinimior ropaii oa	φστιστ			
14989	11/14/2016	Open			Accounts Payable	Zen Dog Properties, LLC	\$12,775.00		
14000	Invoice	Орон	Date	Description	71000unto 1 ayabic	Amount	Ψ12,770.00		
	13270815		11/07/2016	return of unus	ed escrow	\$12,775.00			
14990	11/14/2016	Open			Accounts Payable	Helbling, Jim	\$100.00		
14990	Invoice	Open	Date	Description	Accounts Fayable	Amount	φ100.00		
	16-10-31		10/31/2016		wedown hayrides	\$100.00			
4.4004		0	10/01/2010	rianowoon rio		,	¢400.00		
14991	11/14/2016 Invoice	Open	Date	Description	Accounts Payable	Huber, Christopher	\$100.00		
	16-10-31		10/31/2016	Halloween Ho	edown hayrides	Amount \$100.00			
4.4000		0	10/31/2010	Hallowcell Ho	· ·		#005.00		
14992	11/14/2016	Open	Doto	Description	Accounts Payable	Stein, Jeffrey, M	\$385.00		
	Invoice 16-11-02		Date 11/02/2016	Description	t - ARDC 2017 registrat	tion Amount \$385.00			
			11/02/2010	reimbursemen	•	4303.00 _			
Type Check	Totals:				103 Transactions		\$588,510.84		
<u>EFT</u> 212	10/26/2016	Open			Accounts Payable	Southwest Agency for Health Management	\$99,233.98		
	Invoice		Date	Description		Amount			
	2017-000006	29	10/25/2016	Nov 2016 hea	Ith & dental premiums	\$99,233.98			
213	11/02/2016	Open			Accounts Payable	Illinois Municipal Retirement Fund	\$38,562.26		
	Invoice		Date	Description		Amount			
	2017-000006	63	11/01/2016	IMRF 1 - IMRF	Tier 1*	\$38,562.26			
217	10/31/2016	Open			Accounts Payable	AT&T Illinois	\$77.00		
	Invoice	- 1	Date	Description	,	Amount	,		
	63025764210	916	09/25/2016	630 257-6421	123 8 well #5	\$77.00			
218	10/31/2016	Open			Accounts Payable	AT&T Illinois	\$77.00		
2.0	Invoice	Орон	Date	Description	7 toobunio 1 ayabib	Amount	ψ11.00		
	63025764210	0816	08/25/2016	630 257-6421	123 8 well #5	\$77.00			
219	10/31/2016	Open			Accounts Payable	AT&T Illinois	\$77.58		
213	Invoice	Ореп	Date	Description	Accounts I ayable	Amount	ψ11.30		
	63025764210	716	07/25/2016	630 257-6421	123 8 well #5	\$77.58			
	30020.01210		3.,25,23.0	300 20. 3121		ψ11.00			

Payment Register

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
220	11/03/2016	Open		,	Accounts Paya	able	Comcast	\$122.13		
	Invoice		Date	Description			Amount			
	16-09-3371.		09/26/2016	8771 20 147 03	343371 p.d. digit		\$122.13			
221	11/14/2016	Open	_		Accounts Paya	able	Purchase Power	\$2,020.99		
	Invoice		Date	Description	CII		Amount			
	16-10-20		10/20/2016	postage meter			\$2,020.99			
222	11/14/2016	Open			Accounts Paya	able	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description			Amount			
	1012		10/31/2016	monthly charge)		\$3,336.67			
Type EFT T FM-Clearing	otals: g - Accounts Paya	able Totals			8 Transactions	3		\$143,507.61		
				Checks	Status	Count	Transaction Amount	Re	conciled Amount	
					Open	103	\$588,510.84		\$0.00	
					Reconciled	0	\$0.00		\$0.00	
					Voided	0	·		\$0.00	
					Stopped	0			\$0.00	
					Total	103	\$588,510.84		\$0.00	
				EFTs	Status	Count		Re	conciled Amount	
				•	Open	8	\$143,507.61		\$0.00	
					Reconciled	0			\$0.00	
					Voided	0			\$0.00	
					Total	8	,		\$0.00	
				All	Status	Count		Re	conciled Amount	
					Open	111	\$732,018.45		\$0.00	
					Reconciled	0			\$0.00	
					Voided	0			\$0.00	
					Stopped Total	111	·		\$0.00 \$0.00	
Grand Tota	ıls:				Total	111	\$732,010.43		φ0.00	
				Checks	Status	Count		Rec	onciled Amount	
					Open	103	• • •		\$0.00	
					Reconciled Voided	0			\$0.00	
					Stopped	0			\$0.00 \$0.00	
					Total	103			\$0.00	
				EFTs	Status	Count		Rec	onciled Amount	
					Open	8	\$143,507.61		\$0.00	
					Reconciled	0			\$0.00	
					Voided	0			\$0.00	
					Total	8			\$0.00	
				All	Status	Count		Rec	onciled Amount	
					Open	111			\$0.00	
					Reconciled	0			\$0.00	
					Voided Stopped	0			\$0.00 \$0.00	
					Total	111			\$0.00	
					ı Ulai	111	₽132,U10.43		φυ.υυ	



TO: Village Board

FROM: Jeffrey M. Stein, Corporation Counsel/Deputy Village Administrator

Linda Molitor. Executive Assistant

SUBJECT Allowing the Consumption of Alcoholic Beverages Upon Lands

Owned and Used; or Controlled and Used by Local Governments

and School Districts

DATE: November 14, 2016

SUMMARY/ BACKGROUND

A recent change in the Illinois Liquor Control Act now allows Library Districts to sell and/or consume alcoholic beverages upon its property, something that was expressly prohibited prior to this change.

As such, the Lemont Public Library District has reached out to Village staff and the Mayor in regards to its intention to allow for limited service and consumption of alcoholic beverages during educational events. The Library District has indicated they do not have any intention to sell alcoholic beverages on its property, except for the occasional fund raising event.

Based upon the Library District's requests, the Corporation Counsel has determined that a minor change to the Village Code would be necessary to authorize the Library District, and other local governments, to allow the consumption, but not the sale, of alcoholic beverages on property owned and used by that local government. Currently, the consumption and sale of alcoholic beverages is prohibited upon all non-liquor licensed entities within the Village limits.

The change to the Code would allow only consumption of alcoholic beverages upon the land owned/controlled <u>and</u> used by the local governments when all provisions of the Illinois Liquor Control Act and the Lemont, Illinois Municipal Code (including BASSET training and dram shop insurance requirements) are met.

The local governments are still allowed to sell alcoholic beverages after applying for and obtaining a license from the Village. Currently, the only licenses provided to those local governments are special event licenses. This amendment will not impact that already existing requirement and process.



ANALYSIS

Comprehensive Plan: The 2014 updated Village of Lemont Strategic Plan outlines Intergovernmental Cooperation as a strategic priority. Allowing for the consumption of alcoholic beverages (while still limiting the sale of the same without a license) may assist the Library, and other local governments, in their operations and service to the community, with little to no risk or impact upon the Village.

Operating Budget: There is no direct impact upon the Village's budget.

RECOMMENDATION

The Village Administration is recommending that the Village Board approve the attached Ordinance.

BOARD ACTION REQUESTED

Motion and Adoption of the attached Ordinance.

ATTACHMENTS

An Ordinance Amending the Lemont Municipal Code (Title 5 – Business Taxes, Licenses and Regulations).



VILLAGE OF LEMONT ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE

(Title 5 – Business Taxes, Licenses and Regulations)

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 14th DAY OF November, 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 14th day of November, 2016.

Ordinance No.	O-
---------------	----

AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE (Title 5 – Business Taxes, Licenses and Regulations)

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

WHEREAS, the State of Illinois amended Section 5/6-15 of the Illinois Liquor Control Act, (235 ILCS 5/6-15), by the passage of Public Act 099-0559, which became effective on July 15, 2015; and

WHEREAS, Public Act 099-0559 authorizes the sale and delivery of alcoholic beverages in any building owned by a public library district for the limited purposes of library fundraising events or programs of a cultural or educational nature; and

WHEREAS, the Lemont Public Library District ("Library") has adopted an Alcohol Policy allowing for the sale and delivery (and consumption) of alcoholic beverages as required by the Illinois Liquor Control Act; and

WHEREAS, the Library has requested an amendment to the Village Code which would allow for the delivery (and consumption, but not the sale) of alcoholic beverages as authorized by the Illinois Liquor Control Act; and

WHEREAS, the Village Board of Trustees have determined that allowing for the consumption of alcoholic liquor on local government and school district property is authorized by the Illinois Liquor Control Act, and;

BE IT ORDAINED BY THE Mayor and Village Board of the Village of Lemont, Counties of Cook, DuPage and Will, Illinois, as Follows:

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

SECTION 2: The LEMONT, ILLINOIS MUNICIPAL CODE is hereby amended in Title 5, "Business Taxes, Licenses and Regulations," Section 5.04, "Alcoholic Beverages" by amending Subsection 5.04.030 as in the manner and form shown below with additions being underlined as follows:

- (a) It is unlawful to sell or offer for sale in the village any alcoholic liquor without having a license, or in violation of the terms of such license.
- (b) It is unlawful for any person operating or employed by any business establishment open to the public, which is not licensed to sell alcoholic liquor or is not otherwise licensed to allow consumption of alcoholic liquor on its premises, in the village pursuant to the requirements of this chapter, to sell or offer for sale any alcoholic liquor on such business

premises, or to permit alcoholic liquor to be consumed on such business premises.

- (c) A unit of local government or school district may permit the consumption of alcoholic liquor upon buildings and lands owned and used by that unit of local government or school district or controlled and used by that unit of local government or school district. A unit of local government or school district that permits the consumption of alcoholic beverages upon its property must comply with all provisions of the Illinois Liquor Control Act, as amended and the Lemont, Illinois Municipal Code, as amended; including but not limited to dram shop insurance requirements and BASSET training requirements. It is unlawful for a unit of local government or school district to sell or offer for sale any alcoholic liquor without having a license. A "unit of local government" and "school district" shall have the same definitions given in the Illinois Constitution.
- (d) The requirement that a village license be procured shall not apply to physicians, dentists, pharmacists, hospitals or churches when these persons or institutions possess or dispense alcoholic liquor in accordance with the provisions of Liquor Control Act of 1934, as amended.

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 declared to be invalid.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 14th day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
Paul Chialdikas Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				

	BRIAN K. REAVES President
ATTEST:	
CHARLENE M. SMOLLEN Village Clerk	

VILLAGE OF LEMONT ORDINANCE NO. _____

AN ORDINANCE
AMENDING LEMONT MUNICIPAL CODE
CHAPTER 5.04: LIQUOR LICENSES
(Decreasing and Issuing Class A-3 Liquor License)

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 14th DAY OF NOVEMBER, 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 14th day of November, 2016.

ORDINANCE NO. _____

AN ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04: LIQUOR LICENSES (Decreasing and Issuing Class A-3 Liquor License)

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, Tap House Grill Lemont, LLC, operating at 1243 State Street had previously applied for and was issued a Class A-3 Liquor License by the Village; and,

WHEREAS, Tap House Grill Lemont, LLC, has sold its business thereby surrendering the liquor license previously issued by the Village; and,

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

WHEREAS, 1443-45 Investments LLC, d/b/a Tap House Grill Lemont, operating as a restaurant at 1243 State Street, has applied for a Class A-3 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and,

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

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

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

SECTION 2: The number of Class A-3 liquor licenses, as set forth in the Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.060, Class of Licenses, Number of Licenses and License Fees, remains unchanged.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 5: 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 14TH DAY OF NOVEMBER, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
Paul Chialdikas Clifford Miklos				
Ron Stapleton Rick Sniegowski				
Jeanette Virgilio				
			BRIAN K. RE Presiden	
ATTEST:				•
CHARLENE M. S. Village Clerk	MOLLEN	-		



TO: Village Board

FROM: Ralph Pukula, Director of Public Works

THROUGH:

SUBJECT: Disposal of Surplus Property

DATE: November 14, 2016

SUMMARY/ BACKGROUND

The Public Works Department is requesting to dispose of surplus property that has outlived its usefulness. The following property has outlived their useful life and will be utilized as trade in towards the purchase of two (2) 2017 Ford F250 pickup trucks.

- 1996 GMC Van Dura cargo van VIN#1GTGG35K3TF500077
- 2003 Ford F250 pick up VIN#3FTNX21L73MB3586
- 2005 Ford F550 truck VIN#1FDAF57P85EC19765
- 2006 Ford F550 truck VIN#1FTSX21596EA68951

ANALYSIS

Consistency with Village Policy

This is consistent with 2014 Strategic Plan Strategic Initiatives using departmental resources to obtain the best cost.

5-Year Capital Improvement Plan (if applicable).

The trade in of these vehicles has been identified in the 5 year capital equipment plan.

STAFF RECOMMENDATION

Trade in the vehicles listed on Exhibit A

BOARD ACTION REQUESTED

Pass an ordinance authorizing the sale and disposal of surplus property.



VILLAGE OF LEMONT	
ORDINANCE NO.	

AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS VILLAGE PROPERTY

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF NOVEMBER,
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 14th day of November, 2016.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS VILLAGE PROPERTY

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 has determined according to law that there exists certain personal property owned by the Village that is no longer necessary or useful to the Village and is hereby declared to be surplus property;

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

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

SECTION 2: That pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4 (the "Code"), the President and Board of Trustees find the following property to be no longer necessary or useful to the Village and is hereby declared surplus property:

- 1996 GMC Van Dura cargo van VIN#1GTGG35K3TF500077
- 2003 Ford F250 pick up VIN#3FTNX21L73MB3586
- 2005 Ford F550 truck VIN#1FDAF57P85EC19765
- 2006 Ford F550 truck VIN#1FTSX21596EA68951

SECTION 3: That pursuant to the authority of the Code, the President and Board of Trustees hereby authorize and direct the Village Administrator or his designee to dispose of said surplus property in any manner he sees fit which may include sale of the above property by Public Auction, trade or any other lawful means.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 14th day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer Paul Chialdikas Clifford Miklos Ron Stapleton Rick Sniegowski Jeanette Virgilio				
		BRIAN K. REAVES President		
ATTEST:				
CHARLENE M. SMOLLEN Village Clerk				

Exhibit A

Ted Friedley

From: Randy Earnest

Sent: Monday, October 24, 2016 7:14 PM

To: Ted Friedley Subject: Fwd: trades

Randy Earnest Street Superintendent Lemont Public Works 16680 New Ave Lemont IL 60439 Phone (630)257-2532 Fax (630)257-3068

Disclaimer:

Information intended for the exclusive use of individual(s) or entity to whom it is addressed and may contain information that is proprietary, confidential, and/or exempt from disclosure under applicable law, including protected health information (PHI). If you are not the intended recipient or the employee or agent, you are hereby notified that any viewing, copying, disclosure or distribution of the information may be subject to legal restriction or sanction and is strictly prohibited. If you have received this communication in error, please notify the sender by return electronic message or telephone, and destroy the original message without making any copies. Unless otherwise stated, any opinions expressed in this electronic message are those of the author and are not endorsed by the Village.

Electronic message sent to and from the Village of Lemont may be subject to discovery under the IL Freedom of Information Act.

Begin forwarded message:

From: Thomas Sullivan < curriefleet@gmail.com > Date: October 19, 2016 at 10:25:49 AM CDT To: Randy Earnest < rearnest@lemont.il.us >

Subject: trades

Cargo Van 1500.00 1GTGG35K3TF500077

05 F550 7000.00 1FDAF57P85EC19765

06 F250 2000.00 1FTSX21596EA68951

 $_{03\ F250\ 1500.00}$ 3FTNX21L73MB33586

--

Thomas F Sullivan Commercial Accounts Manager

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:

https://us1.proofpointessentials.com/index01.php?mod_id=11&mod_option=logitem&mail_id= KfTPrkSmnsOR&r address=rearnest%40lemont.il.us&report=1



TO: Village Board

FROM: Ralph Pukula, Director of Public Works

THROUGH:

SUBJECT: Adopt a resolution authorizing the purchase of Two (2) 2017 Ford F250

Pickup Trucks.

DATE: November 14, 2016

SUMMARY/ BACKGROUND

Purchase Two (2) 2017 Ford F250 pickup trucks through the Suburban Purchasing Cooperative bid contract price with the dealer Currie Motors Frankfort Inc. The vehicles are replacement vehicles, not additional vehicles added to the fleet.

Total price not to exceed \$48,611.00 which includes fair value trade in of:

- 1996 GMC Van Dura cargo van VIN#1GTGG35K3TF500077
- 2003 Ford F250 pick up VIN#3FTNX21L73MB3586
- 2005 Ford F550 truck VIN#1FDAF57P85EC19765
- 2006 Ford F550 truck VIN#1FTSX21596EA68951

ANALYSIS

Consistency with Village Policy

Public Works Department was able to obtain pricing for the 2017 Ford F250 trucks from the Suburban Purchasing Cooperative Contract. This is consistent with 2014 Strategic Plan Strategic Initiatives using departmental resources to obtain the best cost.

5-Year Capital Improvement Plan (if applicable).

The Purchase of these vehicles was part of the 5 year capital improvement plan.

Budget (if applicable).

Funds for the purchase of vehicles were included in the FY2017 budget. The funding will be 50 percent General Fund and 50 percent Water & Sewer Fund.



Procurement Policy (if applicable).
This purchase follows the Village of Lemont Procurement Policy

STAFF RECOMMENDATION

Approve the purchase of two (2) 2017 Ford F250 Pickup Trucks for \$48,611.00

BOARD ACTION REQUESTED

Adopt resolution authorizing the purchase of a Two (2) 2017 Ford F250 Pickup Trucks.

ATTACHMENTS

Exhibit A -Currie Motors Frankfort Inc customer proposal Exhibit B –Trade in listing



Resolution No.

A Resolution Approving the Purchase of Two (2) Ford F250 Pickup Trucks

WHEREAS, it is necessary for the Village of Lemont ("Village") to purchase Two (2) Ford F250 Pickup Trucks for Public Works; and

WHEREAS, the Village has participated in a bid from the Suburban Purchasing Cooperative; and

WHEREAS, the Suburban Purchasing Cooperative is a public agency authorized to participate in the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq.); as is the Village of Lemont; and

WHEREAS, the Suburban Purchasing Cooperative bids on materials on be half of municipalities which provides lower costs for goods to municipal purchasers by allowing the leverage of volume pricing and purchase of materials directly from the manufacturers of certain products; and

WHEREAS, the Village Board has determined that it is advisable, necessary and in the best interests of the Village to accept the Suburban Purchasing Cooperative's competitive bidding process and authorize the purchase of Two (2) Ford F250 Pickup Trucks from Currie Motors Frankfort, Inc. at a price not to exceed \$48,611.00.

NOW THEREFORE, BE I T 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 the Suburban

Purchasing Cooperative to purchase Two (2) Ford F250 Pickup Trucks at a price not to exceed \$48,611.00.

SECTION THREE: The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to purchase Two (2) Ford F250 Pickup Trucks from Currie Motors Frankfort, Inc. at a price not to exceed \$48,611.00.

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 14th day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				
		BRIAN K. REA President		
ATTEST:				
CHARLENE M. SMOLLEN				
Village Clerk				



Currie Motors Frankfort Inc 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388 Office: 708-479-1100

Customer Proposal 30,468 00

Prepared for:

Mr. Randy Earnest Village Of Lemont

Prepared by:

THOMAS SULLIVAN Office: 708-479-1100

Date: 10/05/2016 **Vehicle:** 2017 F-250 XL

4x4 SD Super Cab 6.75' box 148" WB SRW



2017 F-250, SD Super Cab 4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)

Selected Options

MSRP Description **Base Vehicle** Base Vehicle Price (X2B) \$37,670.00

Packages

Order Code 600A N/C

Includes:

- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift

- 3.73 Axle Ratio

- 3.73 AXIR KAIIO
- GVWR: 10,000 lb Payload Package
- Tires: LT245/75Rx17E BSW A/S PLUS (4)
- Wheels: 17" Argent Painted Steel
Includes painted hub covers/center ornaments

- HD Vinyl 40/20/40 Split Bench Seat

Include's center armirest, cupholder, storage and driver's side manual lumbar.

Powertrain

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Included

Transmission: TorqShift-G 6-Spd Auto w/SelectShift Included

3.73 Axle Ratio Included

GVWR: 10,000 lb Payload Package Included

Wheels & Tires

Tires: LT245/75Rx17E BSW A/S PLUS (4) Included

Wheels: 17" Argent Painted Steel Included

Includes painted hub covers/center ornaments,

Seats & Seat Trim

HD Vinyl 40/20/40 Split Bench Seat Included

Includes center armrest, cupholder, storage and driver's side manual

lumbar.

Other Options

STD 148" Wheelbase

XL Value Package \$720.00

Includes: - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/Single-CD/MP3 Player Includes 6 speakers.

Bright Chrome Hub Covers & Center Ornaments

- Chrome Front Bumper - Chrome Rear Step Bumper

- Steering Wheel-Mounted Cruise Control

Power Equipment Group \$915.00

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.

2017 F-250, SD Super Cab 4x4 SD Super Cab 6.75' box 148" WB SRW XL(X2B)

Selected Options (cont'd)

Description **MSRP**

Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes:

- Accessory Delay

- Trailer Tow Mirrors w/Power Heated Glass Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.

- Perimeter Alarm

Power Locks
 Power Tailgate Lock
 Power Front & Rear Seat Windows
 Includes 1-touch up/down driver/passenger window,

- Remote Keyless Entry

Extra Heavy-Duty 200 Amp Alternator

N/C

Rear View Camera

\$370.00

Includes electrochromic mirror with video display in center stack screen

Tailgate Step & Handle

\$375.00

Tough Bed Spray-In Bedliner

\$495.00

Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts

Monotone Paint Application

STD \$165.00

Upfitter Switches (6)

REQUIRES Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B).

Located in overhead console.

Radio: AM/FM Stereo/Single-CD/MP3 Player

Included

Includes 6 speakers

SYNC Communications & Entertainment System

\$365.00

Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in center stack, AppLink, 1 smart-charging USB port and steering wheel audio controls.

Fleet Options

Steering Wheel-Mounted Cruise Control

Included

Daytime Running Lamps (DRL) (LPO)

\$45.00

REQUIRES Valid FIN Code.

The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL), Includes on/off cluster controllable

Emissions

50-State Emissions System

STD

Interior Colors

Medium Earth Gray

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
Primary Colors			
Oxford White			N/C
Upfit Options		Only need 1	
4-Corner LED Strobes		manual;	\$795.00
Shop Manual		remove	\$325.00
	CD ROM Shop Manual	\$325	
Municpal Plates/Title		from price	\$103.00
Remote Start			\$180.00
SUBTOTAL			\$42,523.00
Destination Charge			\$1,195.00
TOTAL			\$43,718.00

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



Pricing - Single Vehicle

Vehicle Pricing Base Vehicle Price Options & Colors Upfitting Destination Charge Subtotal	\$30,468 \$30,468 -\$325 -\$12000 trade in \$48,611	\$37,670.00 \$3,450.00 \$1,403.00 \$1,195.00 \$43,718.00
Pre-Tax Adjustments Description Municipal Discount thru the NW	MC Contract	-\$13,250.00
Total		\$30,468.00
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.

Exhibit B

Ted Friedley

From: Randy Earnest

Sent: Monday, October 24, 2016 7:14 PM

To: Ted Friedley Subject: Fwd: trades

Randy Earnest Street Superintendent Lemont Public Works 16680 New Ave Lemont IL 60439 Phone (630)257-2532 Fax (630)257-3068

Disclaimer:

Information intended for the exclusive use of individual(s) or entity to whom it is addressed and may contain information that is proprietary, confidential, and/or exempt from disclosure under applicable law, including protected health information (PHI). If you are not the intended recipient or the employee or agent, you are hereby notified that any viewing, copying, disclosure or distribution of the information may be subject to legal restriction or sanction and is strictly prohibited. If you have received this communication in error, please notify the sender by return electronic message or telephone, and destroy the original message without making any copies. Unless otherwise stated, any opinions expressed in this electronic message are those of the author and are not endorsed by the Village.

Electronic message sent to and from the Village of Lemont may be subject to discovery under the IL Freedom of Information Act.

Begin forwarded message:

From: Thomas Sullivan < curriefleet@gmail.com > Date: October 19, 2016 at 10:25:49 AM CDT To: Randy Earnest < rearnest@lemont.il.us >

Subject: trades

Cargo Van 1500.00 1GTGG35K3TF500077

05 F550 7000.00 1FDAF57P85EC19765

06 F250 2000.00 1FTSX21596EA68951

 $_{03\ F250\ 1500.00}$ 3FTNX21L73MB33586

--

Thomas F Sullivan Commercial Accounts Manager

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:

https://us1.proofpointessentials.com/index01.php?mod_id=11&mod_option=logitem&mail_id= KfTPrkSmnsOR&r address=rearnest%40lemont.il.us&report=1



TO: Village Board

FROM: Ralph Pukula, Director of Public Works

THROUGH:

SUBJECT: Adopt a resolution authorizing the purchase of a Falcon 4 Ton Hopper

Hot Box Trailer.

DATE: November 14, 2016

SUMMARY/ BACKGROUND

Purchase a Falcon 4 Ton Hopper Hot Box Trailer using the NJPA bid price given by the dealer Midwest Paving Equipment Inc ("MPE").

ANALYSIS

Consistency with Village Policy

Public Works Department was able to obtain pricing for the Falcon 4 Ton Hopper Hot Box Trailer from the dealer using the National Joint Powers Alliance contract price. This is consistent with 2014 Strategic Plan Strategic Initiatives using departmental resources to obtain the best cost.

5-Year Capital Improvement Plan (if applicable). The Purchase of this equipment was included in the 5 Year Capital Plan in FY18

Procurement Policy (if applicable).
This purchase follows the Village of Lemont Procurement Policy

STAFF RECOMMENDATION

Approve purchase of the Falcon 4 Ton Hopper Hot Box Trailer from Midwest Paving Equipment Inc at a price not to exceed \$32,663,00. Also, staff requests a budget amendment to the Public Works Capital Outlay Machinery & Equipment line item for this purchase.



BOARD ACTION REQUESTED

Adopt resolution authorizing the purchase of a Falcon 4 Ton Hopper Hot Box Trailer.

ATTACHMENTS

Exhibit A – Midwest Paving Equipment Inc ("MPE") quote



Resolution No.

A Resolution Approving the Purchase of a Falcon 4 Ton Hopper Hot Box Trailer

WHEREAS, it has become necessary for the Village of Lemont ("Village") to purchase a Falcon 4 Ton Hopper Hot Box Trailer; and

WHEREAS, Village staff obtained a quote from Midwest Paving Equipment, Inc. ("MPE") -- that is the same quote already obtained by the National Joint Powers Alliance ("NJPA") contract #113012-FRM; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, upon receipt and review of the quote submitted, the President and Village Board have determined that it is advisable, necessary and in the best interests of the Village to waive the formal necessities of competitive bidding and accept the quote submitted by Midwest Paving Equipment, Inc. for the purchase of a Falcon 4 Ton Hopper Hot Box Trailer, a copy of which is attached hereto as Exhibit A, at a price not to exceed \$32,663.00; and

NOW THEREFORE, BE I T 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: Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable to the purchase of a Falcon 4 Ton Hopper Hot Box Trailer and accepts the quote submitted by

Midwest Paving Equipment, Inc. for the purchase of the necessary equipment at a price not to exceed \$32,663.00.

SECTION THREE: The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to purchase the Falcon 4 Ton Hopper Hot Box Trailer in accordance with the quote submitted by Midwest Paving Equipment, Inc., and 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 14th day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				
			BRIAN K. RE Presiden	
ATTEST:				
CHARLENE M. SM	MOLLEN			
Village Clerk	,			



Midwest Paving Equipment, Inc.

757 DuPage Blvd Suite 2387 GLEN ELLYN, IL 60137 (630) 453-0772

ESTIMATE

ADDRESS

Lemont Public Works

Department

16680 New Avenue Lemont, IL 60439 SHIP TO

Lemont Public Works

Department

16680 New Avenue Lemont, IL 60439 **ESTIMATE** # 1006

DATE 10/20/2016

EXPIRATION DATE 11/20/2016

ACTIVITY	QTY	RATE	AMOUNT	
MI10259 4 – Ton Hopper (triple wall, insulated, auto temp control, steel material and loading doors, two 7K 8bolt axles, 8" x 14.5" tires with 8-bolt wheels) (diesel burner)	1	20,466.00	20,466.00	
Falcon NOW 5 Day Lead Time (All Falcon Now Machines are painted Falcon Red Lead time does not included Shipping)	1	0.00	0.00	
NJP0002 Dump Box- Hopper tilts by means of two hydraulic cylinders and is powered by an onboard 12 volt electric over hydraulic power pack	1	4,625.00	4,625.00	
NJP0009 Dual Burner Recycling Capability (2nd diesel Burner, 2nd Battery and 24-hour timer included	1	4,038.00	4,038.00	
NJP0046 Battery Charger Package	1	450.00	450.00	
NJP0004 Extended Frame (2 ft) (Required for dump boxes that need a tack tank)	1	209.00	209.00	
NJP0043 16' Tire Upgrade for 2-Ton, 3-Ton, and 4-Ton Tandem Axle Trailers	1	834.00	834.00	
NJP0026 LED Upgrade (Two Red LED 4" Round Stop/tail/turn and One Amber Strobe per side and LED marker lights)	1	513.00	513.00	
NJO0028 Night Work Lights - LED (Qty2)	1	313.00	313.00	
NJP0029 Strobe Warning Light	1	313.00	313.00	

ACTIVITY	QTY	RATE	AMOUNT
NJP0030 Release Agent Sprayer Bracket	1	279.00	279.00
NJP0071 Tool Holder - 5-Positions	1	155.00	155.00
Warranty Two Year Factory, Lifetime Frame Warranty	1	0.00	0.00
Training On-site Operation and Service Training	1	0.00	0.00
Manual Operator, Parts and Service Manual	1	0.00	0.00
Shipping	1	468.00	468.00
Pricing Does NOT Include Applicable Taxes	TOTAL	\$32	2,663.00

PRICING IS REFLECTIVE OF NJPA CONTRACT # 113012-FRM

Accepted By Accepted Date



TO: Village Board

FROM: Ralph Pukula, Director of Public Works

THROUGH:

SUBJECT: Purchase of Asphalt Hot Mix and Binder from Orange Crush, LLC.

DATE: November 14, 2016

SUMMARY/ BACKGROUND

Orange Crush, LLC. has provided Asphalt Hot Mix and Binder to the Village for the last few years. Due to the Village's history with Orange Crush, LLC. and their close proximity to the Village, staff recommends that bids be waived and the Board approves the purchase of Asphalt Hot Mix and Binder from Orange Crush, LLC.

ANALYSIS

Consistency with Village Policy

5-Year Capital Improvement Plan (if applicable).

Budget (if applicable).

Funds for the purchase asphalt hot mix and binder have been budgeted

Procurement Policy (if applicable).

This purchase follows the Village of Lemont Procurement Policy

STAFF RECOMMENDATION

Approve the purchase of Asphalt Hot Mix and Binder from Orange Crush, LLC. at a price not to exceed \$40,000.00

BOARD ACTION REQUESTED

Approve the purchase of Asphalt Hot Mix and Binder from Orange Crush, LLC. at a price not to exceed \$40,000.00



Resolution	No.
------------	-----

A Resolution Approving Orange Crush, LLC for Purchase of Asphalt Hot Mix and Binder

WHEREAS, it is necessary for the Village of Lemont ("Village") to purchase Asphalt Hot Mix and Binder for patch and repair work on Village Roads and related work areas; and

WHEREAS, the Village has previously purchased Asphalt Hot Mix and Binder from Orange Crush, LLC; and the products sold by Orange Crush, LLC. comply with the Village's expectations in terms of quality, delivery and packaging and the Village is satisfied with its relationship with Orange Crush LLC; and

WHEREAS, Section 5/8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) allows the Board of Trustees of the Village ("Village Board"), upon a vote of two-thirds of the trustees then holding office, to waive the requirements for competitive bidding; and

WHEREAS, the Village Board has determined that it is advisable, necessary and in the best interests of the Village to waive competitive bidding and authorize the purchase of Asphalt Hot Mix and Binder from Orange Crush, LLC. at a price not to exceed \$40,000.00.

NOW THEREFORE, BE I T 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: Waiver of Public Bid Requirements and Authority to Purchase. The Village Board hereby waives the competitive bidding requirements otherwise applicable to the purchase of Asphalt Hot Mix and Binder from Orange Crush, LLC. at a price not to exceed \$40,000.00.

SECTION THREE: The Village Administrator or his designee is hereby authorized to execute any documents and take any other steps necessary to purchase Asphalt Hot Mix and Binder from Orange Crush, LLC. at a price not to exceed \$40,000.00, and 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 14th day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				
		,	BRIAN K. RE Presiden	
ATTEST:				
CHARLENE M. SI	MOLLEN	-		
Village Clerk				



TO: Village Board

FROM: Chief Marc Maton

THROUGH: Village Administrator George Schafer

SUBJECT: Intergovernmental Agreement of Village Personnel at School District

Sponsored Events.

DATE: November 28, 2016

SUMMARY/ BACKGROUND

It is in the interest of the Lemont Police Department to supplement the security of Lemont High School events with additional officers. The Village of Lemont and High School District 210 have entered into an agreement for the School District to reimburse Lemont PD for overtime costs of our officers.

ANALYSIS

Consistency with Village Policy

The 2014 updated Village of Lemont Strategic Plan outlines Intergovernmental Cooperation as a strategic priority. The Lemont Police Department recognizes the need for additional security at high school events and is in the best position to supply those resources.

For several years, the Lemont Police Department has supplied officers as security for athletic events throughout the year. This partnership benefits both High School District 210 and the Village of Lemont.

Officers working the events are hired back on overtime. Officers are compensated at time and one-half of their salary. The median officer overtime hourly wage in 2016 was \$61.50. Through a previous agreement, the Village of Lemont agreed to bill the High School District at the rate of \$35 per hour for the details. Moving forward, it is recommended the Village of Lemont bill the High School District 210 at the rate of \$50 per hour for sworn officers, \$20 per hour for Community Service Officers and \$11 per hour for LEMA workers. At this rate, the Village will still subsidize the additional security at High School athletic events, but the impact will be minimized. It is anticipated that the agreed upon rate will cost the Village approximately \$3000 per year.



Budget (if applicable). Estimated cost to Village of Lemont will be approximately \$ 3,000 annually.

Procurement Policy (if applicable). Not applicable.

Other Subheadings, as applicable. Please Specify.

STAFF RECOMMENDATION:

Staff recommends the Village of Lemont to enter into the Intergovernmental Agreement of Village Personnel at School District Sponsored Events.

BOARD ACTION REQUESTED

Authorization to sign the High School Resource Officer Agreement.

ATTACHMENTS

Intergovernmental Agreement of Village Personnel at School District Sponsored Events.



RESOLUTION NO.

A Resolution Approving the Intergovernmental Agreement with Lemont Township High School District 210 for Village Personnel at School District Sponsored Events

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

WHEREAS, the Village desires to enter into an Intergovernmental Agreement ("IGA") with the Board of Education of the Lemont Township High School District 210 ("School District") to provide Village Personnel at School District Sponsored Events; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.); and

WHEREAS, the President and Board of Trustees find that executing the attached IGA between the Lemont Police and the School District is in the interest of the public health, safety and welfare of the residents of Lemont;

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 IGA attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION THREE: The Village Administrator is authorized to execute the IGA and to make minor changes to the document prior to execution which does not materially alter the Village's obligations, and to take any other steps necessary to carry out this Resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this $14^{\rm th}$ day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				
			BRIAN K. RE	AVES
			Presiden	t
ATTEST:				
CHARLENE M. SI Village Clerk	MOLLEN			

EXHIBIT A

Intergovernmental Agreement with Lemont Township High School District 210 for Village Personnel at School District Sponsored Events

INTERGOVERNMENTAL AGREEMENT FOR LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210 VILLAGE PERSONNEL AT SCHOOL DISTRICT SPONSORED EVENTS

	THIS	S INTERGO	OVERNME	ENTAL AGE	REEMENT	("Agree	ement") is made	e and en	tered
into	this	day of		, 201	6, by and	between	n the V	Village o	of Lemo	nt, a
mun	icipal c	orporation (("Village"),	and Lemon	t Township	High S	School	District 2	210 ("So	chool
Dist	rict").									

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provide for the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois; and

WHEREAS, the School District desires to have police and police related services detailed to some of the special/athletic events ("Events") of the School District; and

WHEREAS, the Village is willing to provide such services and personnel in exchange for the payment specified in this Agreement; and

WHEREAS, the School District and the Village are interested in promoting the safety and security of the staff, students and school premises in the School District.

- NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- <u>Paragraph 1</u>. The parties recognize the need for Village police officers, Community Service Officers and Lemont Emergency Management Agency personnel (collectively "Village Personnel") to provide for the safety and orderly operation of the Events.
- <u>Paragraph 2.</u> The Village may provide Village Personnel to the School District for Events based upon the staffing needs and the availability of the Village Personnel. Village Personnel at all times shall remain employees of the Village and subject to call to other duties by the Lemont Police Department as the Village or its Chief of Police shall determine. In the event of a critical incident or police emergency the Village Personnel will be subject to recall. This recall shall be made at the sole discretion of the Chief of Police of the Village of Lemont.
- <u>Paragraph 3</u>. The School District shall make a formal request to the Village Chief of Police, or his designee, at least fifteen (15) days prior to any scheduled Event. All requests shall name the time, date, location and nature of the activities at the Event. The Village Chief of Police or his designee shall then determine the proper Village Personnel needed to ensure the safety and orderly operation of the Event.
- <u>Paragraph 4</u>. For each Event, the Village shall supply on a case-by-case as needed basis, in the sole discretion of the Village Police Chief or his designee, the appropriate Village

Personnel, law enforcement supplies, equipment, and vehicle(s) for use by the assigned Village Personnel.

The School District shall pay the following rates for Village Personnel:

- a. \$50.00 per hour for sworn Police Sergeants and Officers
- b. The current rate of pay for Community Service Officers
- c. The current rate of pay for Lemont Emergency Management personnel (Collectively "Rates").

The Village shall invoice the School District the amount due and owing. The School District shall pay that invoice in accordance with State Law. The Rates in this Agreement shall control over the rates enumerated in the Village's Fee Ordinance.

<u>Paragraph 5</u>. The School District hereby authorizes the Village Personnel to enter upon the premises and facilities controlled by the School District where the events are to be held; prior to, during and after the Event; for the purpose of providing those services contemplated by this Agreement.

<u>Paragraph 6</u>. Either party may terminate this agreement at any time during the term and any extension hereof by providing the other party thirty (30) days prior written notice of such termination. In addition, the parties may terminate this agreement at any time by mutual consent and agreement.

ATTEST:	Lemont Township High School District 210
Secretary	President
ATTEST:	Village of Lemont
Secretary	President



TO: Village Board

FROM: Chief Marc Maton

THROUGH: Village Administrator George Schafer

SUBJECT: High School District School Resource Officer Agreement

DATE: November 28, 2016

SUMMARY/ BACKGROUND

The Lemont Police Department has assigned a school resource officer to the Lemont High School since 1997. The Village of Lemont and High School District 210 have entered into an agreement that the School District reimburse Lemont PD for a percentage of the officer's salary and fringe benefits.

ANALYSIS

Consistency with Village Policy

The 2014 updated Village of Lemont Strategic Plan outlines Intergovernmental Cooperation as a strategic priority. The Village of Lemont recognizes the need for supplying a regular sworn Lemont Officer as a School Liaison Officer at Lemont High School during normal school hours. The assignment brings benefit both to the Police Department and the School District.

The Village of Lemont has historically billed the high school district seventy-five percent of the time the officer **actually worked** at the school, which, in practice, approximated fifty-percent of salary only. A new agreement made with the School District modifies the reimbursement amount to sixty-percent of the actual salary plus fringe benefits, which better approximates the actual cost to the village of dedicating an officer to the program. This figure has been built into the FY17 Budgets of both the Village of Lemont and High School District 210.

Budget (if applicable). Estimated cost to School District 210 will be approximately \$61,000.



Procurement Policy (if applicable). Not applicable.

Other Subheadings, as applicable. Please Specify.

STAFF RECOMMENDATION:

Staff recommends the Village of Lemont enter into the High School Resource Officer Agreement.

BOARD ACTION REQUESTED

Authorization to sign the High School Resource Officer Agreement.

ATTACHMENTS

High School Resource Officer Agreement



RESOLUTION NO.

A Resolution Approving the Intergovernmental Agreement with Lemont Township High School District 210 for a School Liaison Officer

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

WHEREAS, the Village desires to enter into an Intergovernmental Agreement ("IGA") with the Board of Education of the Lemont Township High School District 210 ("School District") to provide a School Liaison Officer; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.); and

WHEREAS, the President and Board of Trustees find that executing the attached IGA between the Lemont Police and the School District is in the interest of the public health, safety and welfare of the residents of Lemont;

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 IGA attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION THREE: The Village Administrator is authorized to execute the IGA and to make minor changes to the document prior to execution which does not materially alter the Village's obligations, and to take any other steps necessary to carry out this Resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this $14^{\rm th}$ day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
Paul Chialdikas				
Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				
		BRIAN K. REAVES		AVES
		President		
ATTEST:				
CHARLENE M. SI	MOLLEN			
Village Clerk				

EXHIBIT A

Intergovernmental Agreement with Lemont Township High School District 210 for a School Liaison Officer

INTERGOVERNMENTAL AGREEMENT FOR LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210 SCHOOL LIAISON OFFICER

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____day of ______, 2016, by and between the Village of Lemont, a municipal corporation ("Village"), and Lemont Township High School District 210 ("School District").

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provide for the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois; and

WHEREAS, the School District desires to have a school liaison officer detailed to one of its schools on a contractual basis ("School Liaison Officer"); and

WHEREAS, the Village is willing to provide such an officer in exchange for the payment specified in this Agreement; and

WHEREAS, the School District and the Village are interested in promoting the safety and security of the staff, students and school premises in the School District.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

<u>Paragraph 1</u>. The parties recognize the need for a regular, sworn Village police officer to serve as a School Liaison Officer at Lemont High School during normal school hours. The Village hereby agrees to supply a School Liaison Officer to fulfill the responsibilities, expectations and duties set forth in the School Liaison Officer Job Description attached hereto as Exhibit A.

<u>Paragraph</u> 2. The School Liaison Officer shall serve at Lemont High School on days of regular school attendance during the hours in which the school is open, but at all times shall remain an employee of the Village and subject to call to other duties by the Lemont Police Department as the Village or its Chief of Police shall determine. The Village shall supply appropriate law enforcement supplies, equipment, and a vehicle for use by the School Liaison Officer, for official use.

<u>Paragraph 3.1</u>. The School Liaison Officer's wages and all other benefits shall be paid by the Village, and the Village shall advise the School District as to the amount of the wages and all other benefits of the School Liaison Officer due and payable to the School Liaison Officer on account of the School Liaison Officer's employment with the Village as identified in this Agreement.

<u>Paragraph 3.2</u>. The School District agrees to reimburse and pay the Village sixty (60) percent of the annual wages and all other benefits paid to the School Liaison Officer. Hours over (40) hours per week will be paid by the school district in full at a rate of time and a half. Special details will be paid by the school district in full at a rate of time and a half or as otherwise agreed upon between the Village and School District. The Village shall invoice the School District the amount due and owing every quarter, and the School District shall pay that invoice in accordance with State Law.

<u>Paragraph 3.3.</u> The Village shall protect, defend, indemnify and hold the School District harmless from any employment claims brought by the School Liaison Officer including, but not limited to, suits or administrative actions charging discrimination, civil rights violations, noncompliance with employment statutes, worker's compensation, improper salary withholding, improper overtime reimbursement, improper income tax withholding and any claims involving property damage or personal injury, except this provision shall not apply to any such employment claims brought by the School Liaison Officer as a direct or indirect result of the intentional, willful, gross negligent or negligent acts of the School District or its agents, employees and officers. It is the parties' specific understanding and intent that the School Liaison Officer is an employee of the Village.

<u>Paragraph 4.</u> During vacation periods and on days when the School is closed, the School Liaison Officer shall be available solely for such Village duties as shall be prescribed by the Chief of Police of the Village of Lemont.

<u>Paragraph 5</u>. In the event of a critical incident or police emergency the School Liaison Officer will be subject to recall. This recall shall be made at the sole discretion of the Chief of Police of the Village of Lemont.

<u>Paragraph 6.</u> Should the School District become dissatisfied with the services by the assigned School Liaison Officer, representatives of the Lemont Police Department and the School District shall work together to ensure the assignment of a replacement. Should an amendment or revision of this agreement be necessary, representatives of the Village of Lemont Police Department shall confer prior to recommending any modifications. This Agreement shall take effect upon its approval by both the Village Board and the School board.

Paragraph 7. Either party may terminate this agreement at any time during the term and any extension hereof by providing the other party thirty (30) days prior written notice of such termination. In addition, the parties may terminate this agreement at any time by mutual consent and agreement. This agreement shall be automatically renewed for each school year unless otherwise terminated in accord with this Agreement.

Lemont Township High School

ATTEST.	District 210		
Secretary	President		

ATTEST.

ATTEST:	Village of Lemont		
Secretary	President		



TO: Village Board

FROM: Chief Marc Maton

THROUGH: Village Administrator George Schafer

SUBJECT: Reciprocal Reporting Agreement

DATE: November 28, 2016

SUMMARY/ BACKGROUND

The Illinois School Code, 105 ILS 5/10-20.14, requires the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students. A reciprocal reporting agreement has been in place for over twenty years and needs to be updated and renewed.

ANALYSIS

Consistency with Village Policy

The 2014 updated Village of Lemont Strategic Plan outlines Intergovernmental Cooperation as a strategic priority.

The Reciprocal Reporting Agreement between Lemont High School District 210, Cook County, Illinois and the Village of Lemont is established and maintained pursuant to the authority of Sections 10-20.14 and 22-20 of the Illinois School Code, and in compliance with Section 1-7 of the Juvenile Court Act (705 ILCS 405/1-1). This Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement. That cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn.

Budget (if applicable). None.

Procurement Policy (if applicable). Not applicable.

Other Subheadings, as applicable. Please Specify.



STAFF RECOMMENDATION:

Staff recommends the Village of Lemont enter into the Reciprocal Reporting Agreement.

BOARD ACTION REQUESTED

Authorization to sign the Reciprocal Reporting Agreement.

ATTACHMENTS

Reciprocal Reporting Agreement



RESOLUTION NO.

A Resolution Approving the Intergovernmental Agreement with Lemont Township High School District 210 for Reciprocal Reporting of Criminal Offenses of Students

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

WHEREAS, the Village, through its Police Department ("Lemont Police") desires to enter into an Intergovernmental Agreement ("IGA") with the Board of Education of the Lemont Township High School District 210 ("School District") for Reciprocal Reporting of Criminal Offenses of Students; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.); and

WHEREAS, the President and Board of Trustees find that executing the attached IGA between the Lemont Police and the School District is in the interest of the public health, safety and welfare of the residents of Lemont;

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 IGA attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION THREE: The Village of Lemont Chief of Police is authorized to execute the IGA and to make minor changes to the document prior to execution which does not materially alter the Village's obligations, and to take any other steps necessary to carry out this Resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this $14^{\rm th}$ day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

CHARLENE M. SMOLLEN Village Clerk				
ATTEST:		BRIAN K. REAVES President		
scanctic virgino				
Rick Sniegowski Jeanette Virgilio				
Ron Stapleton				
Clifford Miklos				
Debby Blatzer Paul Chialdikas				
	AYES:	NAYS:	ABSENT:	ABSTAIN

EXHIBIT A

Reciprocal Reporting System Agreement Between
The Village of Lemont Police Department and the Lemont Township High School District
210

RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN THE VILLAGE OF LEMONT POLICE DEPARTMENT AND THE LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210

THIS RECIPROCAL REPORTING SYSTEM AGREEMENT ("Agreement") is made and entered into this ____ day of November 2016 by and between the Lemont Police Department ("Police Department") and the Lemont Township High School District 210 ("School District")

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14, requires the School District parent - teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records or information contained therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been arrested or taken into custody before his or her 17th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the General Education Provisions Act, 20 U.S.C. 1232g, authorize school districts to release student records and information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses and under certain specified circumstances; and

WHEREAS, the Board of Education of the School District and the Police Department of the Village of Lemont agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and **WHEREAS**, the School District and the Police Department are authorized to enter into this agreement pursuant to the Illinois School Code, 105 I LCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, the School District and the Police Department hereby agree as follows:

1. INCORPORATION OF RECITALS.

The recitals set forth hereinabove are hereby incorporated by reference, as if fully set forth herein.

2. ESTABLISHMENT OF A REPORTING SYSTEM.

The School District and the Police Department hereby enter into this Agreement to establish and maintain a reciprocal reporting system between the School District and the Police Department regarding juvenile and criminal offenses involving students.

3. REPORTING AND INFORMATION SHARING.

The School District and the Police Department acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.

4. DESIGNATED REPRESENTATIVES.

The School District's Superintendent shall provide the Police Department's Chief of Police (the "Police Chief") with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A) (8) of the Juvenile Court Act, 705 ILCS 405/1-7 as amended, whom the School District has determined to have a legitimate educational or safety interest to protect the safety of students or employees in the school and aid in the proper rehabilitation of the child. The Police Chief will provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Department Representatives".

5. SCHOOL DISTRICT AUTHORITY TO REPORT STUDENT CRIMINAL ACTIVITY.

The Superintendent or School Principal, or their designee(s), may report any alleged or suspected criminal activities committed by a student enrolled in School District.

6. SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY.

The Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.

- (a) School Superintendent. The School Superintendent (or his/her designee) is to immediately report the following to the Police Department:
 - i. *Firearms*. Any verified incident involving a firearm in a school or on s chool owned or leased property and on any transportation that is owned, leased or used by the school for its students or school personnel. See 105 ILCS 5/10-27.1A, as amended.
 - ii. *Drugs*. Any verified incident involving drugs in a school or on school-owned or leased property or on any transportation that is owned, leased or used by the school for its students or school personnel. "Drugs" means "narcotic drug" as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act, as amended [720 ILCS 570/1 02], "cannabis" as defined under Section 3 of the Cannabis Control Act, as amended [720 ILCS 550/3], or "methamphetamine" as defined under Section 10 of the Methamphetamine Control and Community Protection Act, as amended [720 ILCS 646/10]. See 105 ILCS 5/10-27.1B
- (b) *School Principal*. The School Principal (or his/her designee) is to immediately report the following to the Police Department:
 - i. *Firearms*. Upon receiving a report from any school staff that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. If the person in possession of a firearm on school grounds is a student, the principal or his/her designee shall also immediately notify the student's parent or guardian. See 105 ILCS 5/10-27.1A, as amended.
 - ii. Attacks on School Personnel. Upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. See 105 ILCS 5/10-21.7, as amended.

iii. *Drugs on or Near School Grounds*. Within 48 hours of becoming aware, a report of any violation of the Cannabis Control Act or the Methamphetamine Control and Community Protection Act or the Illinois Controlled Substances Act in a school, on s chool property, or within 1,000 f eet of the school, or on any transportation used, owned or leased by the School District to transport students. See 105 ILCS 127/1, as amended.

7. SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.

School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

- (a) Adjudication of Student by Juvenile Court. School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official police duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.
- (b) Emergency Release of Information. Records and information may be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified as soon as possible of the information released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:
 - i. Degree of Threat. Seriousness of threat to health/safety of student or others;
 - ii. Need. Need for records to meet the emergency;
 - iii. Police Involvement. Whether the Police Department is in a position to deal with the emergency; and
 - iv. Urgency. Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 Il.Admin.Code §375.60

- (c) Law Enforcement Records Not School Records. It is recognized that the information maintained by law enforcement officers working in the school are not student records. 105 ILCS 1 0/2(d), as amended.
- 8. POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT.

The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Department Representative may:

- (a) Students Under 17 Years Old. Provide copies of law enforcement records to, or permit inspection of those records by, the Appropriate School Official or Officials for minors enrolled in the School District if the minor has been arrested or taken into custody before his or her 17th birthday for the offenses listed below, **provided that** the Police Department believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Official or Officials as follows:
 - i. a violation of Article 24 of the Criminal Code of 1961, as amended;
 - ii. a violation of the Illinois Controlled Substance Act, as amended;
 - iii. a violation of the Cannabis Control Act, as amended;
 - iv. a violation of the Methamphetamine Control and Community Protection Act; as amended;
 - v. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961, as amended;
 - vi. a violation of Section 1-2 of the Harassing and Obscene Communications Act, as amended;
 - vii. a violation of the Hazing Act, as amended; or
 - viii. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 123.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961, as amended.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

Any information provided to appropriate school officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the Appropriate School Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record.

- (b) Students Over 17 Years Old. Provide copies to, or authorize inspection by the School District, pursuant to 5 ILCS 140/2.15, as amended, of the following records for persons of 17 years of age or older, who are enrolled in the School District:
 - i. *Arrest Information*. Chronologically maintained arrest and criminal history information, including
 - 1. information that identifies the individual, including the name, age, address and photograph, when and if available;
 - 2. information detailing any charges relating to the arrest;
 - 3. the time and location of the arrest;
 - 4. the name of the investigating or arresting law enforcement agency;
 - 5. if the individual is incarcerated, the amount of any bail or bond;
 - 6. if the individual is incarcerated, the time and date that the individual was received into, discharged from, or transferred to the arresting agency's custody; and
 - ii. *Criminal History Records*. Information that may be maintained by the Police Department including,
 - 1. court records that are public; or
 - 2. records that are otherwise available under State or local law.
- 9. POLICE DEPARTMENT DUTY TO SHARE INFORMATION WITH SCHOOL DISTRICT.
 - (a) Report to School District That Student Has Been Detained. The Police Department shall report to the School Principal of any school in the School District whenever a child enrolled in the school is detained for proceedings under the Juvenile Court Act of 1987, as amended, or for any criminal offense or violation of a municipal or county ordinance. This report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and the status of

- proceedings. The report shall be updated as appropriate to notify the Principal of developments and the disposition of the matter. 105 ILCS 5/22-20, as amended.
- (b) Records Regarding Student Detention. Any information provided pursuant to this paragraph 8 must be kept separate from and not become a part of the official school record of a child. Such records are not a public record, and can be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20, as amended.
- 10. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT. Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements.

IN WITNESS WHEREOF, the following officers are duly authorized to execute this agreement and have done so on this day of November 2016.

LEMONT POLICE DEPARTMENT	SCHOOL DISTRICT
By:	By:
Marc Maton	[name]
Chief of Police	[title]



TO: Village Board

FROM: Chief Marc Maton

THROUGH: Village Administrator George Schafer

SUBJECT: Reciprocal Reporting Agreement

DATE: November 28, 2016

SUMMARY/ BACKGROUND

The Illinois School Code, 105 ILS 5/10-20.14, requires the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students. A reciprocal reporting agreement has been in place for over twenty years and needs to be updated and renewed.

ANALYSIS

Consistency with Village Policy

The 2014 updated Village of Lemont Strategic Plan outlines Intergovernmental Cooperation as a strategic priority.

The Reciprocal Reporting Agreement between Lemont School District 113A, Cook County, Illinois and the Village of Lemont is established and maintained pursuant to the authority of Sections 10-20.14 and 22-20 of the Illinois School Code, and in compliance with Section 1-7 of the Juvenile Court Act (705 ILCS 405/1-1). This Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement. That cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn.

Budget (if applicable). None.

Procurement Policy (if applicable). Not applicable.

Other Subheadings, as applicable. Please Specify.



STAFF RECOMMENDATION:

Staff recommends the Village of Lemont enter into the Reciprocal Reporting Agreement.

BOARD ACTION REQUESTED

Authorization to sign the Reciprocal Reporting Agreement.

ATTACHMENTS

Reciprocal Reporting Agreement



RESOLUTION NO.

A Resolution Approving the Intergovernmental Agreement with Lemont-Bromberek Combined School District CSD113A for Reciprocal Reporting of Criminal Offenses of Students

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

WHEREAS, the Village, through its Police Department ("Lemont Police") desires to enter into an Intergovernmental Agreement ("IGA") with the Board of Education of Lemont-Bromberek Combined School District 113A ("School District") for Reciprocal Reporting of Criminal Offenses of Students; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreement is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.); and

WHEREAS, the President and Board of Trustees find that executing the attached IGA between the Lemont Police and the School District is in the interest of the public health, safety and welfare of the residents of Lemont;

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 IGA attached as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION THREE: The Village of Lemont Chief of Police is authorized to execute the IGA and to make minor changes to the document prior to execution which does not materially alter the Village's obligations, and to take any other steps necessary to carry out this Resolution.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this $14^{\rm th}$ day of November, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

CHARLENE M. SMOLLEN Village Clerk				
ATTEST:		BRIAN K. REAVES President		
Scanctic Virgino				
Rick Sniegowski Jeanette Virgilio				
Ron Stapleton				
Clifford Miklos				
Debby Blatzer Paul Chialdikas				
	AYES:	NAYS:	ABSENT:	ABSTAIN

EXHIBIT A

Reciprocal Reporting System Agreement Between
The Village of Lemont Police Department and the Lemont –Bromberek CSD113A

RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN THE VILLAGE OF LEMONT POLICE DEPARTMENT AND THE LEMONT – BROMBEREK CSD113A

THIS RECIPROCAL REPORTING SYSTEM AGREEMENT ("Agreement") is made and entered into this ____ day of November 2016 by and between the Lemont Police Department ("Police Department") and the Lemont-Bromberek CSD113A ("School District")

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14, requires the School District parent - teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records or information contained therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been arrested or taken into custody before his or her 17th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the General Education Provisions Act, 20 U.S.C. 1232g, authorize school districts to release student records and information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses and under certain specified circumstances; and

WHEREAS, the Board of Education of the School District and the Police Department of the Village of Lemont agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and **WHEREAS**, the School District and the Police Department are authorized to enter into this agreement pursuant to the Illinois School Code, 105 I LCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, the School District and the Police Department hereby agree as follows:

1. INCORPORATION OF RECITALS.

The recitals set forth hereinabove are hereby incorporated by reference, as if fully set forth herein.

2. ESTABLISHMENT OF A REPORTING SYSTEM.

The School District and the Police Department hereby enter into this Agreement to establish and maintain a reciprocal reporting system between the School District and the Police Department regarding juvenile and criminal offenses involving students.

3. REPORTING AND INFORMATION SHARING.

The School District and the Police Department acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.

4. DESIGNATED REPRESENTATIVES.

The School District's Superintendent shall provide the Police Department's Chief of Police (the "Police Chief") with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A) (8) of the Juvenile Court Act, 705 ILCS 405/1-7 as amended, whom the School District has determined to have a legitimate educational or safety interest to protect the safety of students or employees in the school and aid in the proper rehabilitation of the child. The Police Chief will provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Department Representatives".

5. SCHOOL DISTRICT AUTHORITY TO REPORT STUDENT CRIMINAL ACTIVITY.

The Superintendent or School Principal, or their designee(s), may report any alleged or suspected criminal activities committed by a student enrolled in School District.

6. SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY.

The Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.

- (a) School Superintendent. The School Superintendent (or his/her designee) is to immediately report the following to the Police Department:
 - i. *Firearms*. Any verified incident involving a firearm in a school or on s chool owned or leased property and on any transportation that is owned, leased or used by the school for its students or school personnel. See 105 ILCS 5/10-27.1A, as amended.
 - ii. *Drugs*. Any verified incident involving drugs in a school or on school-owned or leased property or on any transportation that is owned, leased or used by the school for its students or school personnel. "Drugs" means "narcotic drug" as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act, as amended [720 ILCS 570/1 02], "cannabis" as defined under Section 3 of the Cannabis Control Act, as amended [720 ILCS 550/3], or "methamphetamine" as defined under Section 10 of the Methamphetamine Control and Community Protection Act, as amended [720 ILCS 646/10]. See 105 ILCS 5/10-27.1B
- (b) *School Principal*. The School Principal (or his/her designee) is to immediately report the following to the Police Department:
 - i. *Firearms*. Upon receiving a report from any school staff that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. If the person in possession of a firearm on school grounds is a student, the principal or his/her designee shall also immediately notify the student's parent or guardian. See 105 ILCS 5/10-27.1A, as amended.
 - ii. Attacks on School Personnel. Upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. See 105 ILCS 5/10-21.7, as amended.

iii. *Drugs on or Near School Grounds*. Within 48 hours of becoming aware, a report of any violation of the Cannabis Control Act or the Methamphetamine Control and Community Protection Act or the Illinois Controlled Substances Act in a school, on s chool property, or within 1,000 f eet of the school, or on any transportation used, owned or leased by the School District to transport students. See 105 ILCS 127/1, as amended.

7. SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.

School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

- (a) Adjudication of Student by Juvenile Court. School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official police duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.
- (b) Emergency Release of Information. Records and information may be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified as soon as possible of the information released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:
 - i. Degree of Threat. Seriousness of threat to health/safety of student or others;
 - ii. Need. Need for records to meet the emergency;
 - iii. Police Involvement. Whether the Police Department is in a position to deal with the emergency; and
 - iv. Urgency. Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 Il.Admin.Code §375.60

- (c) Law Enforcement Records Not School Records. It is recognized that the information maintained by law enforcement officers working in the school are not student records. 105 ILCS 1 0/2(d), as amended.
- 8. POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT.

The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Department Representative may:

- (a) Students Under 17 Years Old. Provide copies of law enforcement records to, or permit inspection of those records by, the Appropriate School Official or Officials for minors enrolled in the School District if the minor has been arrested or taken into custody before his or her 17th birthday for the offenses listed below, **provided that** the Police Department believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Official or Officials as follows:
 - i. a violation of Article 24 of the Criminal Code of 1961, as amended;
 - ii. a violation of the Illinois Controlled Substance Act, as amended;
 - iii. a violation of the Cannabis Control Act, as amended;
 - iv. a violation of the Methamphetamine Control and Community Protection Act; as amended;
 - v. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961, as amended;
 - vi. a violation of Section 1-2 of the Harassing and Obscene Communications Act, as amended;
 - vii. a violation of the Hazing Act, as amended; or
 - viii. a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 123.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961, as amended.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

Any information provided to appropriate school officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the Appropriate School Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record.

- (b) Students Over 17 Years Old. Provide copies to, or authorize inspection by the School District, pursuant to 5 ILCS 140/2.15, as amended, of the following records for persons of 17 years of age or older, who are enrolled in the School District:
 - i. *Arrest Information*. Chronologically maintained arrest and criminal history information, including
 - 1. information that identifies the individual, including the name, age, address and photograph, when and if available;
 - 2. information detailing any charges relating to the arrest;
 - 3. the time and location of the arrest;
 - 4. the name of the investigating or arresting law enforcement agency;
 - 5. if the individual is incarcerated, the amount of any bail or bond;
 - 6. if the individual is incarcerated, the time and date that the individual was received into, discharged from, or transferred to the arresting agency's custody; and
 - ii. *Criminal History Records*. Information that may be maintained by the Police Department including,
 - 1. court records that are public; or
 - 2. records that are otherwise available under State or local law.
- 9. POLICE DEPARTMENT DUTY TO SHARE INFORMATION WITH SCHOOL DISTRICT.
 - (a) Report to School District That Student Has Been Detained. The Police Department shall report to the School Principal of any school in the School District whenever a child enrolled in the school is detained for proceedings under the Juvenile Court Act of 1987, as amended, or for any criminal offense or violation of a municipal or county ordinance. This report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and the status of

- proceedings. The report shall be updated as appropriate to notify the Principal of developments and the disposition of the matter. 105 ILCS 5/22-20, as amended.
- (b) Records Regarding Student Detention. Any information provided pursuant to this paragraph 8 must be kept separate from and not become a part of the official school record of a child. Such records are not a public record, and can be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20, as amended.
- 10. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT. Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements.

IN WITNESS WHEREOF, the following officers are duly authorized to execute this agreement and have done so on this day of November 2016.

LEMONT POLICE DEPARTMENT	SCHOOL DISTRICT
By:	By:
Marc Maton	[name]
Chief of Police	[title]



TO: Village Board

FROM: Heather Valone, Village Planner

THROUGH: Jeff Stein, Deputy Village Administrator

SUBJECT: Case 16-02 310 E Logan St. Lot Consolidation

DATE: November 2, 2016

SUMMARY/ BACKGROUND

Ann Bell of Castletown Homes, Inc owner of the subject property has requested a lot consolidation to combine two properties in the R-4A district. The two properties consist of a corner lot along Chestnut St. and Logan St. (62.75 ft wide by 150 long) and a 20 ft wide by 150 ft wide interior lot depicted in Figure 1. The resulting consolidated lot is proposed to be 82.75 ft by 150 ft, with a total lot size of 12,400 sf.

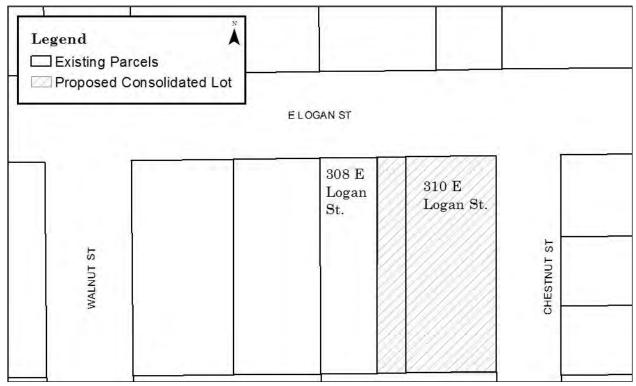


Figure 1 The existing lot between 308 and 310 E Illinois St. is not a lot of record and does not meet the UDO minimums for lot width or size.

The UDO requires R-4A zoned properties to have a minimum lot width of 45 ft and minimum lot size of 5,000 sf. When new residences are constructed in the R-4A district, the size of the home is regulated a maximum floor area ratio (FAR). FAR is calculated by multiplying the total lot area by 16% and adding an additional 1,600 sf to the result. Additionally, the UDO regulates lot consolidations in the R-4A district to prevent the



consolidation of lots from resulting in lot sizes larger than 12,500 sf. The restriction on lot size allows for development that is consistent with the surrounding neighborhood's characteristics.

The UDO indicates that the setbacks for properties in the R-4A district must be a minimum of 12% of the lot width. The proposed lot per the UDO is required to have an interior side setback of 9.93 ft and a corner side setback of 9.93 ft. The UDO requires public utility and drainage easements (PU & DE) on corner lots of 15 ft. As the corner setback per the UDO is less than the required PU & DE the proposed interior side setback is 9.93 ft and the corner side setback in 15 ft. Thus, the proposed lot consolidation meets the UDO standards for R-4A properties.

ANALYSIS

Consistency with Village Policy

Lemont 2030 Comprehensive Plan. The Comprehensive Plan designates the subject property as Infill Residential (INF). Per the Lemont 2030 comprehensive plan properties in the INF are existing residential neighborhoods, new development in this area will minimum and generally limited to new construction on the few remaining vacant lots. Any new development should be consistence with the established character if the neighborhood. The proposed lot consolidation is consistent with the INF described in the UDO.

STAFF RECOMMENDATION

Staff is recommending approval.

BOARD ACTION REQUESTED

Vote on the attached resolution.

ATTACHMENTS

1. A Resolution Approving a Consolidation of Lot 10 and the East 20 Feet of Lot 9, Hostert's Subdivision



VILLAGE OF LEMONT

RESOLUTION NO.	RESOL	LUTION	NO.	
----------------	-------	--------	-----	--

A RESOLUTION APPROVING CONSOLIDATION OF LOT 10 AND THE EAST 20 FEET OF LOT 9, HOSTERT'S SUBDIVISION (310 E Logan St. Lot Consolidation)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF NOVEMBER, 2016

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Lemont, Cook, Will and DuPage Counties, Illinois on this 14th day of November, 2016

PECUI	UTION NO.	
KESUL	AUTION NO.	

A RESOLUTION APPROVING CONSOLIDATION OF LOT 10 AND THE EAST 20 FEET OF LOT 9, HOSTERT'S SUBDIVISION

(310 E Logan St. Lot Consolidation)

WHEREAS, Ann Bell, of Castletown Homes, Inc., (hereinafter referred to as the "Petitioner") is the owner of certain property consisting of Lot 10 and the east 20 feet of Lot 9 of the Hostert's Subdivision (PIN #s 22-29-216-004-0000 and 22-29-216-005-0000) in the Village of Lemont which is legally described and depicted in a Plat of Consolidation, attached hereto and made part hereof as Exhibit A (hereinafter referred to as the "Subject Property"); and

WHEREAS, Petitioner has submitted an application to the Village of Lemont for approval of a two-lot Plat of Consolidation, prepared by Lincolnway Engineering and Land Surveying, Ltd; and

WHEREAS, the Plat of Consolidation is in substantial conformance with the physical development policies and standards of the Village of Lemont; and

WHEREAS, pursuant to the Unified Development Ordinance, the Planning and Economic Development Director has recommended approval of the Plat of Consolidation.

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont that the Plat of Consolidation for Lot 10 and the east 20 feet of Lot 9, Hostert's subdivision, which is attached hereto as Exhibit A, is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE, ILLINOIS, on this 14th day of November, 2016.

	AYES	<u>NAYS</u>	PASSED	<u>ABSENT</u>	
Debby Blatzer					
Paul Chialdikas					
Clifford Miklos					
Ron Stapleton					
Rick Sniegowski					
Jeanette Virgilio					
		APPROVED	by me this 14 th d	ay of November, 20	016
		BRIAN K. RI	EAVES, Village	President	
ATTEST:					
CHARLENE M. SMC	DLLEN , Vil	lage Clerk			

Exhibit A

Owner's Certificate

STATE OF ILLINOIS) COUNTY OF COOK)

This is to certify that the undersigned is/are the sole owners of record of the following described land, and has caused the same to be surveyed and subdivided, as shown on this plat of subdivision, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated:

LOT 10 AND THE EAST 20 FEET OF LOT 9 IN HOSTERT'S SUBDIVISION OF BLOCK 7 IN DOWSE'S ADDITION TO LEMONT (EXCEPT LOT 17 OF EULERT'S SUBDIVISION) IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The undersigned hereby dedicates for public use the lands shown on this plat, including but not limited to, thoroughfares, streets, alleys, walkways and public services; grants the telephone, gas, electric and any other public or private utility easements as stated and shown on this plat.

The undersigned further certifies that there are no unpaid deferred installments of outstanding unpaid special assessments affecting the land described and shown on this subdivision plat or, if any of said installments are not paid, then such installments have been divided in accordance with the subdivision and approved by the court which confirmed the special assessment and the proper collector of any such special assessment has so certified such division on the face of this subdivision plat.

JOHN MCDONNELL, PRESIDENT, CASTLETOWN HOMES, INC.

Address: 22 WEST CONNACHT ROAD LEMONT, IL 60439

STATE OF ILLINOIS)

_, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOHN MCDONNELL, PRESIDENT OF CASTLETOWN HOMES INC. is personally known to me to be the same person whose name is subscribed to this subdivision plat as PRESIDENT of CASTLETOWN HOMES INC., appeared before me this day in person and acknowledged that she signed this subdivision plat as her own free and voluntary act and the free and voluntary act of CASTLETOWN HOMES INC. for the uses and purposes therein set forth.

Notary Public

- VA N BELL NATARY P. S. STATE OF ILLMON M. JAMES ON EXPIRES 040400

Owner's Certificate - School District(s)

STATE OF ILLINOIS

This is to certify that the undersigned is/are the sole owner(s) of record of the following described land, and here certifies that the subject property is located with the following school districts:

GRAMMER SCHOOL DISTRICT; LEMONT-BROMBEREK COMBINED DISTRICT 113A HIGH SCHOOL DISTRICT; LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210 COMMUNITY COLLEGE DISTRICT; JOLIET JUNIOR COLLEGE DISTRICT 525

12 Monnel JOHN MCDONNELL, PRESIDENT, CASTLETOWN HOMES (OWNER)

Surface Water Drainage Certificate

STATE OF ILLINOIS)

We hereby certify that the topographical and profile studies required by the Illinois Plat Act, III. Compiled .Stat., ch. 109, sec. 1 et.seq., as now or ENGINE hereafter amended, have been filed with the Village of Lemont, a municipal corporation in Cook, DuPage, and Will Counties, Illinois, and the certification as to drainage required by said Act made thereon.

Dated this 3/STday of OCTOBER, 20 16

MATTHEW D DUNN JOHN MCDONNELL, PRESIDENT, CASTLETOWN HOMES INC. Owners or Duly Authorized Attorney

Registered Professional Engineer No. 47326

My License Expires 11-30-2017

CHESTNUT-LOGAN SUBDIVISION

Surveyor's Certificate

STATE OF ILLINOIS) COUNTY OF WILL)

This is to certify that I. MATTHEW D DUNN, Registered, Illinois Land Surveyor No. 3107, have surveyed and subdivided the following described property:

LOT 10 AND THE EAST 20 FEET OF LOT 9 IN HOSTERT'S SUBDIVISION OF BLOCK 7 IN DOWSE'S ADDITION TO LEMONT (EXCEPT LOT 17 OF EULERT'S SUBDIVISION) IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

as shown on this subdivision plat, which is a correct representation of said, survey and subdivision. All distances are shown in feet and decimals thereof. I further certify that all regulations enacted by the Board of Trustees of the Village of Lemont, a municipal corporation in Cook, DuPage and Will Counties, Illinois, relative to plats and subdivisions have been complied with in the preparation of this plat.

I further certify that no part of the property covered by this plat of subdivision is located within a special food hazard area as identified by the Federal Emergency Management Agency and that no part of said property borders on or includes any public waters in which the State of Illinois has any property rights or property interests.

I further certify that this subdivision lies within the corporate limits of said Village of Lemont or within 1-1/2 miles of the corporate limits of said Village, which has adopted a city plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code, as now

By my signature on this certificate, I hereby grant to the Village of Lemont, their respective successors and assigns, the authority to record this plat.

under my hand and seal at NEW LENOX, Illinois, this 3157 day of

Illinois Registered Land Surveyor

Village Engineer's Certificate

STATE OF ILLINOIS) COUNTY OF COOK)

Engineer of the Village of Lemont, Illinois, hereby certify that the land improvements in this Subdivision, as shown by the Plans and Specifications therefore, meet the minimum requirements of said Village and have been approved by all public authorities having jurisdiction thereof. Dated at

Lemont, Illinois, Cook, Will, and DuPage Counties, Illinois, this ____day of

November, 20 16

MATTHEW &.

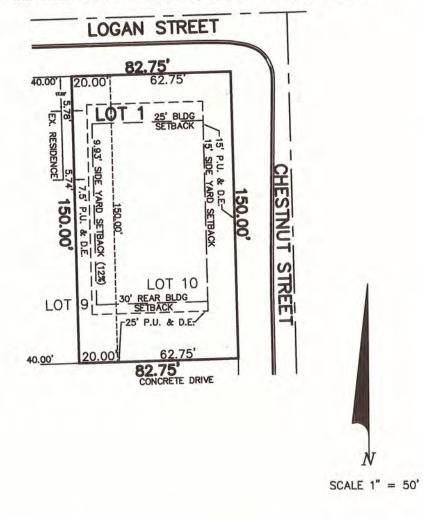
Certificate as to Special Assessments

STATE OF ILLINOIS) COUNTY OF COOK)

Village Treasurer of the Village of Lemont, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, or any deferred installments of any outstanding unpaid special assessments which have not been divided in accordance with the proposed subdivision and duly approved by the court that confirmed the special assessment.

Dated at Lemont, COOK County, Illinois, this _____day of November_,

A CONSOLIDATION OF LOT 10 AND THE EAST 20 FEET OF LOT 9 IN HOSTERT'S SUBDIVISION OF BLOCK 7 IN DOWSE'S ADDITION TO LEMONT (EXCEPT LOT 17 OF EULERT'S SUBDIVISION) IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Public Utility and Drainage Easement Provisions

Non-exclusive, perpetual easements are hereby reserved and dedicated as depicted on this plat to the Village of Lemont and to those public utility companies operating within the Village of Lemont including, but not limited to, Commonwealth Edison Company, ATT, NICOR, Comcast Cable, and their successors and assigns over all areas marked "Public Utilities and Drainage Easement" and those areas designated "P.U. & D.E." on this plat for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain, and operate various utility transmission and distribution systems, and including but not limited to overland drainage, storm and/or sanitary sewers, together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village and/or utility companies, over, upon, along, under and through said indicated easement, together with right of access across the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down and trim or remove any fences, temporary structures, trees, shrubs, or other plants without obligation to restore or replace and without need for providing compensation therefore on the easement that interfere with a the operation of the sewers or other utilities. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinances of the Village of Lemont and to Village approval as to design and location.

Perpetual easements are hereby reserved for and granted to the Village of Lemont and other governmental authorities having jurisdiction, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.

President and Board of Trustees Certificate

STATE OF ILLINOIS) COUNTY OF COOK)

Approved and accepted by the Board of Trustees of the Village of Lemont, Cook County, Illinois at a Public Meeting held:

President Attest:

this 14 day of Aprembee, 2016

Village Clerk

County Clerk Certificate

STATE OF ILLINOIS) COUNTY OF COOK)

County Clerk of COOK County, Illinois, do hereby certify that I find no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, no delinquent or unpaid current special assessments, no redeemable tax sales against any of the land shown on this plat of subdivision and no deferred installments of any outstanding unpaid special assessments which have not been divided in accordance with the proposed subdivision and duly approved by the court that confirmed the special assessment.

Siven	under	my	hand	and	seal	at	COOK,	County,	Illinois,	this	day	of
		,	20									

County Clerk

NOTES: THIS PLAT PERTAINS TO PIN'S 22-29-216-004-0000 (E. 20' OF LOT 9) AND 22-29-216-005-0000 (LOT 10)

> PLEASE RETURN ONE RECORDED COPY OF THIS PLAT TO MATTHEW DUNN, P.E., P.L.S. LINCOLNWAY ENGINEERING AND LAND SURVEYING LTD. 846 REGENT ST. NEW LENOX, IL 60451

846 REGENT STREET, NEW LENOX, IL. 60451 PHONE (630)301-1325