

Village of Lemont

Mayor

Brian K. Reaves

Village Clerk

Charlene Smollen

Administrator

George J. Schafer



Trustees

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

VILLAGE BOARD MEETING

November 28, 2016 – 7:00 PM

Village Hall – Village Board Room
418 Main Street, Lemont, IL 60439

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes
 1. November 14, 2016 Village Board Meeting Minutes
 2. November 21, 2016 Committee of the Whole Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Amending Lemont, Illinois Municipal Code Chapter 5.18, Section 5.18.030 (Eligibility of sidewalk café and/or outdoor dining or drinking area license)
 - D. A Resolution Authorizing Award of Contract for I&M Canal Trail – South Plaza
 - E. A Resolution Approving a Professional Services Agreement with Ruettiger, Tonellia & Associates, Inc. (RTA Services Agreement)
 - F. A Resolution Approving a Professional Services Agreement with Crawford, Murphy & Tilly, Inc.
 - G. A Resolution for Village Work Performed on State Highways Pursuant to Illinois Department of Transportation Rules and Regulations
 - H. A Resolution Authorizing the Liquor Control Commissioner to Rebate Certain License Fees

- I. A Resolution Approving Settlement Agreement and Release (*RTA et.al. v. City of Kankakee*)
- IV. Mayor's Report
 - A. Oath of Office for Officer Brian Kondrat Promotion to Sergeant
 - B. Truth in Taxation Public Hearing for the 2016 Proposed Tax Levy
 - C. 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
November 14, 2016
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, November 14, 2016 at 7:00 p.m., with Mayor Pro-Tem Paul Chialdikas presiding.

I. **PLEDGE OF ALLEGIANCE**

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

III. **CONSENT AGENDA**

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

A. Approval of Minutes

1. October 24, 2016 Village Board Meeting Minutes

B. Approval of Disbursements

C. Ordinance O-35-16 Amending the Lemont Municipal Code (Title 5 – Business Taxes, Licenses and Regulation)

D. Ordinance O-36-16 Amending Lemont Municipal Code Chapter 5.04: Liquor Licenses (Decreasing and Issuing Class A-3 Liquor License)

E. Ordinance O-37-16 Authorizing Sale and Disposal of Surplus Village Property

F. Resolution R-55-16 Approving the Purchase of Two (2) Ford F250 Pickup Trucks

G. Resolution R-56-16 Approving the Purchase of a Falcon 4 Ton Hopper Hot Box Trailer

H. Resolution R-57-16 Approving Orange Crush, LLC for Purchase of Asphalt Hot Mix and Binder

I. Resolution R-58-16 Approving the Intergovernmental Agreement with Lemont Township High School District 210 for Village Personnel at School District Sponsored Events

J. Resolution R-59-16 Approving the Intergovernmental Agreement with Lemont Township High School District 210 for a School Liaison Officer

- K. Resolution R-60-16 Approving the Intergovernmental Agreement with Lemont Township High School District 210 for Reciprocal Reporting of Criminal Offenses of Students
- L. Resolution R-61-16 Approving the Intergovernmental Agreement with Lemont-Bromberek Combined School District CSD113A for Reciprocal Reporting of Criminal Offenses of Students
- M. Resolution R-62-16 Approving Consolidation of Lot 10 and the East 20 Feet of Lot 9, Hostert's Subdivision (310 E. Logan St. Lot Consolidation)

Roll Call; Sniegowski, Stapleton, Blatzer, Chialdikas, Miklos; 5 ayes. Motion passed. Virgilio absent.

IV. **MAYOR'S REPORT**

- A. Motion was made by Stapleton, seconded by Blatzer to appoint Susan Hamdan and Leslie Jenner to the Art and Culture Commission. VV 5 ayes. Motion passed. Virgilio absent.
- B. Audience Participation - None

V. Clerk's Report

A. Correspondence

- 1. Attended the Southwest Municipal Clerks meeting on November 3 in Palos Park.

VI. Village Corporation Counsel/Deputy Village Administrator Report

VII. Village Administrator Report

A. Hometown Holiday will be held on December 3.

- B. An electronic and household hazardous waste recycling survey will be on line next week for residents input for an At Your Door service through Waste Management. This is an additional fee for \$1.25/month which will be on your bill.

VIII. Board Reports

IX. Staff Reports

A. Public Works

- 1. December 8th is the last yard waste pickup in Lemont.
- 2. Illinois Street will be completed this week.

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 7:15 p.m. VV 5 ayes. Motion passed. Virgilio absent.

VILLAGE BOARD
Committee of the Whole Meeting Minutes
November 21, 2016 – 6:30 PM
Lemont Village Hall - 418 Main St. - Lemont, IL 60439

I. **Call to Order**

Mayor Brian Reaves called the COW Meeting to Order at 6:30 p.m.

II. **Roll Call**

Present were Trustees, Blatzer, Chialdikas, Miklos, Stapleton and Virgilio. Sniegowski absent. Also present, George Schafer, Mark LaChappell, Linda Molitor, Ralph Pukula, Jeff Stein and Heather Valone.

III. **Discussion Items**

A. **Rolling Meadows Berm Concept Plan**

The developers of Rolling Meadows Subdivision are proposing that the requirements of the berm along the rear lots be removed from the current annexation agreement and the transition yard requirements per the UDO be placed solely on the commercially zoned property to be constructed at the time the commercial property develops. The Village Board is in agreement that they not eliminate the berm, but instead shift it entirely to the commercially zoned property and be constructed at the time of development.

B. **Money Manager RFP**

There were some follow up items from the October 17 COW Meeting regarding some additional costs from Bernardi on their RFP. There is a \$12 per ticket fee that Bernardi is quoting as a pass through cost associated with the purchase of bonds. They agree to cap this amount of tickets to 85. Staff recommendation is to go with Bernardi. The item will be up for approval at a future Village Board Meeting.

C. **MWRDGC Infiltration / Inflow Control Program**

MWRD adopted a new infiltration/inflow control program in 2014 to reduce the excess water entering the separate sanitary sewer system from satellite communities that is being treated. To meet these requirements, the Village needs the help in developing a plan of investigation to address high risk sewers. Staff is seeking professional services with Crawford, Murphy, Tilly, Inc. to prepare the 2015 annual report for MDRDGC including any work necessary to complete. The item will be up for approval at a future Village Board Meeting.

D. **645 4th St. Variations and Resubdivision**

Background information was provided by Village Planner, Heather Valone, on the lot being discussed along with the variations from the UDO. The UDO requires that the applicant demonstrate consistency with all three of the variation standards contained within §17.04.150.D. The Planning & Zoning Commission previously recommended denial of the request and staff recommends approval with conditions. These conditions are that the interior side setbacks are increased to 10 ft. (from 8.5 ft.) and the homes are constructed with masonry on all first floor elevations.

Mr. Cullen, the contract purchaser of the property, spoke about the current home and how he came about proposing what he wants to do with the two lots in comparison with the existing lots on both sides. Mr. Cullen showed examples of before and after pictures of homes he has done and examples of others similar in size and exterior that he could put on these lots. These would be

custom homes.

Mr. Dennis Schubert spoke and distributed papers on the lot sizes of other homes in the neighborhood. He pointed out that all of the lots were built with 10 ft. setbacks on both sides. Mr. Schubert feels that what is built there should have the 10 ft. side setbacks.

The Village Board had various opinions about the proposed variation. There was an understanding of the desire to build a more functional home, and uncertainty of eliminating a few more feet to build a better product on the lots.

Mr. Schubert spoke again and stated that he did not want to see anything on these lots that would set a precedence for others to follow.

Mr. Cullen said that you need to look at these on an individual bases.

Mr. Victor Fischer said he would like to see a minimum of 70 ft. lots.

Mayor Reaves recommended that, since not all Trustees are in agreement and others are undecided, that the item be placed on the December 12 Village Board Meeting agenda, as proposed, which gives the undecided Trustees more time to think about their decision. He said that these types of issues are not going away and we have a lot of homes that are run down. If there are issues on these lots, as here where something has to come down, and we have an opportunity where someone wants to improve it, it needs to be considered.

E. Local Government Travel Expense Control Act

This Act requires local government to regulate travel, lodging and meal expenses as relates to Village business. The Village Board is required to adopt these regulations with certain provisions. Any expenses exceeding the maximum allowable expenses must be approved by a roll call vote at a Village Board meeting. Staff recommendation is that we include language that an employee be reimbursed up to a determined amount, without having to keep coming back to the board for approval. Corporate authority has to be approved for every amount. Statue requires a written policy be made, and this will be up for approval at a future Village Board Meeting. The Board agreed that the written policy should cover all elected officials and officials of appointed boards and commissions. The personnel manual covers all staff. The new policy codifies the Village's existing practice. Village travel expenses for elected officials and staff are currently, and will continue to be, included with our agenda packets for each Village Board meeting.

F. Heritage Fest and Other Village Special Events

Village Administrator, George Schafer, reviewed some of the event changes that will be made for 2017.

Farmers Market – will be transferred to the Lemont Chamber of Commerce. They will move it to the Township Center on Alba on Tuesdays from 4-7p.m. Donna Pecina, the previous coordinator, is an advisor to the Chamber. We will work with the Chamber during the first year of this transition.

Quarryman Challenge – Staff met with the Park District, Dave Fako and Dan Ganzor. This will be a transition year and we will have involvement from Dave and Dan. They will provide a checklist on the duties that need to be completed for race preparation and execution. The Village and Park District will be included in the preparation work this year. The date will be on May 13, 2017.

Kopz N Kids – will be paired down and will work more with the Park District to bring it back to what it was intended to be with learning of police work and police presence.

- G. Heritage Fest – The date of holding Heritage Fest was discussed. The Keepataw Parade will be held in 2017, and the committee intends to keep it on the Saturday of Labor Day weekend. The LHSEF wants to keep their Food for Thought on the weekend prior to LHS Homecoming. The Village Board felt that holding the fest after the parade worked out well, and was well attended. We will therefore hold Heritage Fest on the Saturday of Labor Day weekend after the parade.

IV. Unfinished Business

V. New Business

- A. Safe Passage Opiate Addiction Program - Police Chief Maton and three other area Police Chiefs have been looking into starting to pilot program on Safe Passage in our area. This program initially began in Dixon, Illinois and other counties have adopted it. This program is aimed at getting people suffering from addiction the help they need. Most addicts can't get into a treatment facility. It looks beyond what we can do for people that need more help with getting addicts into facilities. The board felt it is a great program to begin.
- B. Outdoor Dining – The last date per ordinance for outdoor dining at businesses is October 31. Due to the milder November weather, the request to extend it to November 30 was made. The board is in agreement with moving forward with the extended month and the item will be up for approval at a future Village Board Meeting.
- C. Canal area path and Holmes Street Corridor – Mr. Schafer updated the board that the path extension from Bella Strada to KA Steel Road has been installed, the remainder of the path connecting Pollyanna will be compacted and improved in the coming weeks. Also discussed was improvements to the Holmes Street corridor. The developers are responsible for pavement and landscaping on Holmes but the Village may have to have the utilities in the area lowered to make the grade work. If there is a need for the lowering of the utilities, a contract will be presented to the Board at a future meeting to authorize the work.
- D. RTA Lawsuit – The Village was part of a 2011 lawsuit filed by the RTA, Cook County and other municipalities against the City of Kankakee and the Village of Channahon. RTA asked us to sign off and the claims would be divided upon settlement based upon what we lost; the Village would receive a small portion of the lost sales tax revenue.
- E. Village staff visited Pulte constructed homes for examples of what could be built in a potential Lemont development.

VI. Audience Participation

VIII. Adjourn at 9:08 p.m.

Payment Register

From Payment Date: 11/15/2016 - To Payment Date: 11/28/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------------------------------|----------------|--------|-------------|---|------------------|------------------------------|-----------------------|----------------------|------------|
| FM-Clearing - Accounts Payable | | | | | | | | | |
| Check | | | | | | | | | |
| 14993 | 11/16/2016 | Open | | | Accounts Payable | United States Postal Service | \$3,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-16 | | 11/16/2016 | Permit #89 - newsletter postage | | \$3,000.00 | | | |
| 14994 | 11/28/2016 | Open | | | Accounts Payable | 5th Avenue Construction | \$1,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 2016-00000139 | | 11/10/2016 | refund clean up deposit - 12931 Waterford Dr | | \$1,000.00 | | | |
| 14995 | 11/28/2016 | Open | | | Accounts Payable | AT&T | \$1,032.25 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 63024304481116 | | 11/13/2016 | 630 243-0448 146 1 chestnut crossing l/s | | \$114.21 | | | |
| | 63024304591116 | | 11/13/2016 | 630 243-0459 681 3 oak tree l/s | | \$124.24 | | | |
| | 63024373751116 | | 11/13/2016 | 630 243-7375 749 4 art & culture commission | | \$165.57 | | | |
| | 63024317391116 | | 11/13/2016 | 630 243-1739 155 8 well #6 | | \$203.89 | | | |
| | 63024312301116 | | 11/13/2016 | 630 243-1230 805 2 eagle ridge l/s | | \$120.26 | | | |
| | 63024314681116 | | 11/13/2016 | 630 243-1468 926 9 parking garage | | \$223.08 | | | |
| | 63024316091116 | | 11/13/2016 | 630 243-1609 403 9 kohls-target l/s | | \$81.00 | | | |
| 14996 | 11/28/2016 | Open | | | Accounts Payable | AT&T | \$135.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-9005 | | 11/03/2016 | 126379005 - metra station internet | | \$75.00 | | | |
| | 16-10-1261 | | 11/01/2016 | 142021261 - Village Hall internet | | \$60.00 | | | |
| 14997 | 11/28/2016 | Open | | | Accounts Payable | AT&T | \$56.75 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 611-017127 | | 11/01/2016 | 58072494-00001 - Oct 2016 teleconference fee | | \$56.75 | | | |
| 14998 | 11/28/2016 | Open | | | Accounts Payable | Avalon Petroleum Company | \$4,990.56 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 556886 | | 11/03/2016 | 1248 gals unl fuel | | \$2,225.31 | | | |
| | 017730 | | 11/09/2016 | 1500 gals dsl fuel | | \$2,765.25 | | | |
| 14999 | 11/28/2016 | Open | | | Accounts Payable | Bruce, Susan, M. | \$54.45 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-07 | | 11/07/2016 | reimbursement - Oriental Trading, Jewel | | \$54.45 | | | |
| 15000 | 11/28/2016 | Open | | | Accounts Payable | Burns Plumbing | \$750.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 10282016 | | 11/07/2016 | install faucet | | \$750.00 | | | |
| 15001 | 11/28/2016 | Open | | | Accounts Payable | Car Reflections | \$150.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-413 | | 11/02/2016 | Repair Fender | | \$150.00 | | | |
| 15002 | 11/28/2016 | Open | | | Accounts Payable | Caribbean Pools Inc | \$1,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 2016-00000186 | | 11/14/2016 | refund clean up deposit - 12454 Thornberry Dr | | \$1,000.00 | | | |
| 15003 | 11/28/2016 | Open | | | Accounts Payable | Chicago Parts Sound, LLC | \$163.36 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 802087 | | 11/18/2016 | parts | | \$163.36 | | | |

Payment Register

From Payment Date: 11/15/2016 - To Payment Date: 11/28/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|----------------|--------|-------------|--|------------------|--|-----------------------|----------------------|------------|
| 15004 | 11/28/2016 | Open | | | Accounts Payable | Chicago Street CCDD, LLC | \$600.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 13186 | | 11/07/2016 | dumping fees | | \$600.00 | | | |
| 15005 | 11/28/2016 | Open | | | Accounts Payable | Christian, Emily, JB | \$95.90 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 201645 | | 11/18/2016 | commissions for art sold | | \$95.90 | | | |
| 15006 | 11/28/2016 | Open | | | Accounts Payable | Comcast | \$480.28 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 16-11-9805 | | 11/05/2016 | 8771 20 147 0039805 v.h. cable/internet | | \$221.45 | | | |
| | 16-11-2700 | | 11/05/2016 | 8771 20 147 0042700 p.d. cable/internet | | \$258.83 | | | |
| 15007 | 11/28/2016 | Open | | | Accounts Payable | ComEd | \$3,978.83 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 16-11-0229 | | 11/10/2016 | 0171030229 - street lights - athen knoll | | \$22.40 | | | |
| | 16-11-3016 | | 11/04/2016 | 9338003016 - street lights - houston 1N schultz | | \$19.83 | | | |
| | 16-11-2027 | | 11/14/2016 | 6235062027 - street lights - 0 WS Rolling Mdw Dr | | \$3,936.60 | | | |
| 15008 | 11/28/2016 | Open | | | Accounts Payable | Constellation Energy Services Inc | \$24,718.67 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 70656870 | | 10/31/2016 | IL-EL-1132881-0 - electricity - Oct 2016 | | \$24,718.67 | | | |
| 15009 | 11/28/2016 | Open | | | Accounts Payable | Courtney's Safety Lane Inc | \$192.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 8038 | | 11/04/2016 | Inspections | | \$35.00 | | | |
| | 8079 | | 11/11/2016 | Inspections | | \$157.00 | | | |
| 15010 | 11/28/2016 | Open | | | Accounts Payable | Crystal Maintenance Services Corporation | \$3,260.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 24102 | | 10/17/2016 | Nov 2016 office cleaning | | \$3,260.00 | | | |
| 15011 | 11/28/2016 | Open | | | Accounts Payable | ecology + vision, llc | \$195.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 440 | | 10/31/2016 | plan review 12-02 | | \$195.00 | | | |
| 15012 | 11/28/2016 | Open | | | Accounts Payable | EJ USA, Inc. | \$1,227.84 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 110160096524 | | 11/15/2016 | clamps | | \$850.07 | | | |
| | 110160093922 | | 11/08/2016 | sewer frame and grate | | \$377.77 | | | |
| 15013 | 11/28/2016 | Open | | | Accounts Payable | Fred Bluder & Son Tree Service | \$8,835.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 16-11-18 | | 11/18/2016 | tree removals 4/29/16-7/23/16 | | \$8,835.00 | | | |
| 15014 | 11/28/2016 | Open | | | Accounts Payable | G & K Services, Inc. | \$136.64 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 1028423046 | | 11/17/2016 | V.H. carpet mats | | \$68.32 | | | |
| | 1028417500 | | 11/03/2016 | V.H. carpet mats | | \$68.32 | | | |
| 15015 | 11/28/2016 | Open | | | Accounts Payable | Great Southwest Recreation, LLC | \$1,147.49 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 16-11-15 | | 11/15/2016 | Dec 2016 payment | | \$1,147.49 | | | |

Payment Register

From Payment Date: 11/15/2016 - To Payment Date: 11/28/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|----------------|--------|-------------|----------------------------|---|--|-----------------------|----------------------|------------|
| 15016 | 11/28/2016 | Open | | | Accounts Payable | Guaranteed Technical Services And Consulting, Inc. | \$2,503.20 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 2013558-129 | | 11/08/2016 | | I.T. Support | | \$1,040.00 | | |
| | 2013558-133 | | 11/11/2016 | | I.T. Support | | \$1,463.20 | | |
| 15017 | 11/28/2016 | Open | | | Accounts Payable | Illinois State Police | \$54.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 16-10-31 | | 10/31/2016 | | Cost Center 01600 ORI: IL016600L | | \$54.00 | | |
| 15018 | 11/28/2016 | Open | | | Accounts Payable | J. Congdon Sewer Service, Inc | \$79,751.77 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 16046-3F | | 11/14/2016 | | McCarthy St water main replacement | | \$79,751.77 | | |
| 15019 | 11/28/2016 | Open | | | Accounts Payable | K-Five Construction Corporation | \$1,217.36 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 1000962MB | | 10/27/2016 | | asphalt grindings for canal path | | \$221.40 | | |
| | 1000967MB | | 10/28/2016 | | asphalt grindings for canal path | | \$995.96 | | |
| 15020 | 11/28/2016 | Open | | | Accounts Payable | Kathleen Field Orr & Associates | \$1,180.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 15105 | | 11/03/2016 | | Oct 2016 services | | \$1,180.00 | | |
| 15021 | 11/28/2016 | Open | | | Accounts Payable | Kirk, Betty, Burian | \$35.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 201644 | | 11/18/2016 | | commissions for art work sold | | \$35.00 | | |
| 15022 | 11/28/2016 | Open | | | Accounts Payable | Lemont Ace Hardware | \$7.32 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 306648 | | 11/01/2016 | | 3962 - keys | | \$7.32 | | |
| 15023 | 11/28/2016 | Open | | | Accounts Payable | Lemont Ace Hardware | \$6,428.57 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 16-11-18 | | 11/18/2016 | | retail tax rebate | | \$6,428.57 | | |
| 15024 | 11/28/2016 | Open | | | Accounts Payable | Lemont Plaza Partners, LLC | \$6,428.57 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 16-11-18 | | 11/18/2016 | | retail tax rebate | | \$6,428.57 | | |
| 15025 | 11/28/2016 | Open | | | Accounts Payable | M/I Homes of Chicago | \$1,000.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 2016-00000508 | | 11/17/2016 | | refund clean up deposit - 13300 Bond Cir | | \$1,000.00 | | |
| 15026 | 11/28/2016 | Open | | | Accounts Payable | Menards | \$60.93 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 95077 | | 10/28/2016 | | 31890256 - supplies | | \$60.93 | | |
| 15027 | 11/28/2016 | Open | | | Accounts Payable | Morgan Builders Inc | \$13,000.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | | <u>Description</u> | | <u>Amount</u> | | |
| | 050670 | | 11/16/2016 | | refund clean up deposit - 96 Rose Ct | | \$1,000.00 | | |
| | 050669 | | 11/16/2016 | | refund clean up deposit - 94 Rose Ct | | \$1,000.00 | | |
| | 050697 | | 11/16/2016 | | refund clean up deposit - 92 Rose Ct | | \$1,000.00 | | |
| | 040155 | | 11/16/2016 | | refund clean up deposit - 25 W Eureka Ave | | \$1,000.00 | | |
| | 040825 | | 11/16/2016 | | refund clean up deposit - 62 W Deer Ln | | \$1,000.00 | | |
| | 040851 | | 11/16/2016 | | refund clean up deposit - 54 W deer Ln | | \$1,000.00 | | |
| | 050698 | | 11/16/2016 | | refund clean up deposit - 100 Rose Ct | | \$1,000.00 | | |
| | 020224 | | 11/16/2016 | | refund clean up deposit - 1085 Hermes Ave | | \$1,000.00 | | |

Payment Register

From Payment Date: 11/15/2016 - To Payment Date: 11/28/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|----------------|--------|-------------|----------------------------|--|---------------------------------|-----------------------|----------------------|------------|
| | 040403 | | 11/16/2016 | | refund clean up deposit - 1014 Salim Pl | | \$1,000.00 | | |
| | 030826 | | 11/16/2016 | | refund clean up deposit - 1341 Gordon Ln | | \$1,000.00 | | |
| | 060308 | | 11/16/2016 | | refund clean up deposit - 57 W Deer Ln | | \$1,000.00 | | |
| | 060248 | | 11/16/2016 | | refund clean up deposit - 44 W Deer Ln | | \$1,000.00 | | |
| | 051140 | | 11/16/2016 | | refund clean up deposit - 1334 Cypress Dr | | \$1,000.00 | | |
| 15028 | 11/28/2016 | Open | | | Accounts Payable | Napa Auto Parts | \$262.18 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 617251 | | 11/14/2016 | | parts | | \$206.94 | | |
| | 617308 | | 11/15/2016 | | parts | | \$28.99 | | |
| | 617664 | | 11/18/2016 | | parts | | \$26.25 | | |
| 15029 | 11/28/2016 | Open | | | Accounts Payable | New Horizon Homes Builder, Inc. | \$1,500.00 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 110032 | | 11/08/2016 | | refund clean up deposit - 16480 Christopher Dr | | \$1,000.00 | | |
| | 110032(T) | | 11/08/2016 | | refund Temp Occ bond - 16480 Christopher Dr | | \$500.00 | | |
| 15030 | 11/28/2016 | Open | | | Accounts Payable | NiCor Gas | \$314.71 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 16/11-1000 5 | | 11/11/2016 | | 84-38-99-1000 5 chestnut crossing l/s | | \$24.07 | | |
| | 16/11-20008 | | 11/11/2016 | | 85-71-20-20008 keepataw trails l/s | | \$28.79 | | |
| | 16/11-2000 6 | | 11/08/2016 | | 69-98-10-2000 6 oak tree ln l/s | | \$25.27 | | |
| | 16/11-2000 8 | | 11/10/2016 | | 74-12-00-2000 8 harpers grove l/s | | \$25.26 | | |
| | 16/11-4722 3 | | 11/10/2016 | | 91-25-56-4722 3 eagle ridge l/s | | \$24.07 | | |
| | 16/11-0043 0 | | 11/14/2016 | | 69-22-85-0043 0 ruffled fthrs l/s | | \$85.84 | | |
| | 16/11-9589 2 | | 11/17/2016 | | 37-62-87-9589 2 target-kohls l/s | | \$24.04 | | |
| | 16/11-9378 5 | | 11/15/2016 | | 25-59-90-9378 5 well #6 | | \$77.37 | | |
| 15031 | 11/28/2016 | Open | | | Accounts Payable | Norvilla LLC | \$148,941.00 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 160454-2 | | 11/17/2016 | | IMTT Culvert improvements | | \$148,941.00 | | |
| 15032 | 11/28/2016 | Open | | | Accounts Payable | Novotny Engineering | \$4,629.00 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 16342-5 | | 11/07/2016 | | Oct 2016 reviews and inspections | | \$4,470.00 | | |
| | 16486-1 | | 10/21/2016 | | Old Town Square | | \$159.00 | | |
| 15033 | 11/28/2016 | Open | | | Accounts Payable | Office Depot | \$101.97 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | 877192730001 | | 11/08/2016 | | past due stamps | | \$3.28 | | |
| | 877192914001 | | 11/10/2016 | | supplies | | \$11.98 | | |
| | 876206305001 | | 11/02/2016 | | calculator, ribbons, paper rolls | | \$86.71 | | |
| 15034 | 11/28/2016 | Open | | | Accounts Payable | PCM/TigerDirect Business | \$33,749.52 | | |
| | Invoice | | Date | | Description | | Amount | | |
| | S98852390101cr | | 10/27/2016 | | mdse return | | (\$321.25) | | |
| | S99353450101 | | 11/15/2016 | | Server | | \$10,107.06 | | |
| | 1319 | | 11/15/2016 | | Server | | \$1,500.60 | | |
| | S99369630101 | | 11/14/2016 | | Server | | \$236.03 | | |
| | S98514330101 | | 11/14/2016 | | Office 365 | | \$21,428.10 | | |
| | S99357130101 | | 11/09/2016 | | computer equipment | | \$798.98 | | |

Payment Register

From Payment Date: 11/15/2016 - To Payment Date: 11/28/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|----------------|--------|-------------|--|------------------|--|-----------------------|----------------------|------------|
| 15035 | 11/28/2016 | Open | | | Accounts Payable | Police Chief's Association of Will County | \$150.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 16-11-14 | | 11/14/2016 | annual membership - mm, gs, dt | | \$150.00 | | | |
| 15036 | 11/28/2016 | Open | | | Accounts Payable | Rag's Electric | \$1,000.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 4827-1610 | | 10/31/2016 | Oct 2016 Lemont Rd Bridge light maintenance | | \$1,000.00 | | | |
| 15037 | 11/28/2016 | Open | | | Accounts Payable | Rainbow Printing | \$1,591.90 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 412211 | | 11/14/2016 | blank perforated stock, #10 utility bill window envelopes | | \$1,591.90 | | | |
| 15038 | 11/28/2016 | Open | | | Accounts Payable | Rod Baker Ford | \$130.90 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | C11252 | | 11/07/2016 | repair 0143 | | \$130.90 | | | |
| 15039 | 11/28/2016 | Open | | | Accounts Payable | Rush Truck Centers | \$905.39 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 3004094238 | | 10/05/2016 | bolt, oil pan | | \$905.39 | | | |
| 15040 | 11/28/2016 | Open | | | Accounts Payable | Sosin, Arnold & Schoenbeck, Ltd. | \$1,000.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 95742 | | 10/31/2016 | Oct 2016 adjudication | | \$1,000.00 | | | |
| 15041 | 11/28/2016 | Open | | | Accounts Payable | Southwest Digital Printing, Inc. | \$64.53 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 11-1794mr | | 11/17/2016 | 10/03-10/31 plotter usage | | \$14.53 | | | |
| | 11-08ma16 | | 11/01/2016 | Nov 2016 plotter maintenance | | \$50.00 | | | |
| 15042 | 11/28/2016 | Open | | | Accounts Payable | Stoller International | \$71.82 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | P22563 | | 11/07/2016 | parts | | \$71.82 | | | |
| 15043 | 11/28/2016 | Open | | | Accounts Payable | T & P Incentives Inc | \$618.32 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 105486 | | 09/08/2016 | car coasters | | \$618.32 | | | |
| 15044 | 11/28/2016 | Open | | | Accounts Payable | The Municipal Clerks of Illinois | \$130.00 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 16-11-21 | | 11/21/2016 | 2017 membership dues - clerk and deputy clerk | | \$130.00 | | | |
| 15045 | 11/28/2016 | Open | | | Accounts Payable | Treasurer, State of Illinois | \$1,803.78 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 50820 | | 11/01/2016 | 25528 - traffic signal maintenance | | \$1,803.78 | | | |
| 15046 | 11/28/2016 | Open | | | Accounts Payable | Verizon Wireless | \$117.73 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 9774739933 | | 11/03/2016 | 685282853-00001 | | \$117.73 | | | |
| 15047 | 11/28/2016 | Open | | | Accounts Payable | Water Resources Inc. | \$977.97 | | |
| | <u>Invoice</u> | | <u>Date</u> | <u>Description</u> | | <u>Amount</u> | | | |
| | 30961 | | 11/10/2016 | water meters | | \$277.97 | | | |
| | 30949 | | 11/04/2016 | meter | | \$700.00 | | | |

Payment Register

From Payment Date: 11/15/2016 - To Payment Date: 11/28/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------------------|---------------|--------|-------------|---|------------------|---|-----------------------|----------------------|------------|
| 15048 | 11/28/2016 | Open | | | Accounts Payable | West Suburban Living Magazine | \$70.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 11965 | | 11/04/2016 | 40 copies of Oct 2016 issue | | \$70.00 | | | |
| 15049 | 11/28/2016 | Open | | | Accounts Payable | Amoonjump4u Inc | \$630.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 46680 | | 11/22/2016 | 12/3/16 sleigh, snowman, reindeer | | \$630.00 | | | |
| 15050 | 11/28/2016 | Open | | | Accounts Payable | Illinois State Police | \$60.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-07 | | 11/07/2016 | M Fezekas | | \$30.00 | | | |
| | 16-11-07 (2) | | 11/07/2016 | C Piasecki | | \$30.00 | | | |
| 15051 | 11/28/2016 | Open | | | Accounts Payable | Joe Galica Farm, Inc. | \$400.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-21 | | 11/21/2016 | 12/3/16 horse and wagon rides | | \$400.00 | | | |
| 15052 | 11/28/2016 | Open | | | Accounts Payable | Office of the Illinois Attorney General | \$60.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-07 | | 11/07/2016 | M Fezekas | | \$30.00 | | | |
| | 16-11-07 (2) | | 11/07/2016 | C Piasecki | | \$30.00 | | | |
| 15053 | 11/28/2016 | Open | | | Accounts Payable | Sparkles Entertainment, Inc. | \$350.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 161203VL | | 11/19/2016 | 12/3/16 Santa Arrival | | \$350.00 | | | |
| 15054 | 11/28/2016 | Open | | | Accounts Payable | Treasurer, State of Illinois | \$10.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-07 | | 11/07/2016 | M Fezekas | | \$5.00 | | | |
| | 16-11-07 (2) | | 11/07/2016 | C Piasecki | | \$5.00 | | | |
| 15055 | 11/28/2016 | Open | | | Accounts Payable | F.H. Paschen, S.N. Nielsen & Associates LLC | \$1,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 2015-00001078 | | 11/15/2016 | refund clean up deposit - 1151 State St | | \$1,000.00 | | | |
| 15056 | 11/28/2016 | Open | | | Accounts Payable | F.H. Paschen, S.N. Nielsen & Associates LLC | \$1,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 2015-00000632 | | 11/15/2016 | refund clean up deposit - 1151 State St | | \$1,000.00 | | | |
| 15057 | 11/28/2016 | Open | | | Accounts Payable | Finished Basement Company | \$1,000.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 2016-00000724 | | 11/18/2016 | refund clean up deposit - 373 4th St | | \$1,000.00 | | | |
| 15058 | 11/28/2016 | Open | | | Accounts Payable | Sun & Shade Garden Center Inc | \$55.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-10-25 | | 10/25/2016 | straw bales | | \$55.00 | | | |
| 15059 | 11/28/2016 | Open | | | Accounts Payable | Hawthorne, Jeff | \$150.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 0208 | | 11/07/2016 | 12/2/16 DJ & PA services | | \$150.00 | | | |
| 15060 | 11/28/2016 | Open | | | Accounts Payable | Helbling, Jim | \$300.00 | | |
| | Invoice | | Date | Description | | Amount | | | |
| | 16-11-21 | | 11/21/2016 | 12/3 tractor and wagon rides | | \$300.00 | | | |
| Type Check Totals: | | | | | 68 Transactions | | \$372,012.46 | | |

Payment Register

From Payment Date: 11/15/2016 - To Payment Date: 11/28/2016

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference | |
|---------------------------------------|---------------|--------|-------------|------------------------------------|------------------|--|-----------------------|----------------------|------------|--|
| <u>EFT</u> | | | | | | | | | | |
| 223 | 11/15/2016 | Open | | | Accounts Payable | FM Bankcard Processing Center | \$54,786.68 | | | |
| | Invoice | | Date | Description | | Amount | | | | |
| | 2017-00000733 | | 11/15/2016 | august invoices | | \$54,786.68 | | | | |
| 224 | 11/23/2016 | Open | | | Accounts Payable | Southwest Agency for Health Management | \$99,233.98 | | | |
| | Invoice | | Date | Description | | Amount | | | | |
| | 2017-00000743 | | 11/21/2016 | Dec 2016 Medical & Dental premiums | | \$99,233.98 | | | | |
| Type EFT Totals: | | | | | | | | | | |
| FM-Clearing - Accounts Payable Totals | | | | | | | 2 Transactions | \$154,020.66 | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 68 | \$372,012.46 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 68 | \$372,012.46 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|----------|---------------------|-------------------|
| | Open | 2 | \$154,020.66 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 2 | \$154,020.66 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 70 | \$526,033.12 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 70 | \$526,033.12 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 68 | \$372,012.46 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 68 | \$372,012.46 | \$0.00 |

| EFTs | Status | Count | Transaction Amount | Reconciled Amount |
|------|--------------|----------|---------------------|-------------------|
| | Open | 2 | \$154,020.66 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Total | 2 | \$154,020.66 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 70 | \$526,033.12 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 70 | \$526,033.12 | \$0.00 |

TO: Village Board

FROM: Jeffrey M. Stein, Deputy Village Administrator

SUBJECT: Amending Sidewalk and Café License Period

DATE: November 22, 2016

SUMMARY/ BACKGROUND

Pursuant to a request from a local business, staff is recommending that the outdoor café license period be extended to December. This extension will give local businesses an additional opportunity to have events that generate business for said businesses and offer different activities for residents and others.

ANALYSIS

Comprehensive Plan: There is no direct impact upon the Village’s Comprehensive Plan.

Operating Budget: There is no 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 Lemont, Illinois Municipal Code chapter 5.18, section 5.18.030.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE
AMENDING LEMONT, ILLINOIS MUNICIPAL CODE
CHAPTER 5.18, SECTION 5.18.030
(Eligibility of sidewalk café and/or outdoor dining or drinking area license)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 28th 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 28th day of November, 2016.**

ORDINANCE NO. _____

AN ORDINANCE
AMENDING LEMONT, ILLINOIS MUNICIPAL CODE
CHAPTER 5.18, SECTION 5.18.030
(Eligibility of sidewalk café and/or outdoor dining or drinking area 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, the Village President and Board of Trustees desire to increase the licensing period for sidewalk café and/or outdoor dining or drinking areas to allow those licensed establishments to operate an additional month that what was previous authorized; and

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

SECTION 1: Incorporation of Recitals. 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: Amendment. The Lemont, Illinois Municipal Code, Title 5, Chapter 5.18, Section 5.18.030(4) is hereby amended by deleting the text shown in strikethrough type and inserting new text in underlined bold type below, so that said Section 5.18.030(4) shall hereafter provide as follows:

- (4) Shall be renewable annually, and valid for the period beginning April 1 through ~~November~~ **December** 1 of each year.

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 28th 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

TO: Village Board
FROM: Ralph Pukula, Director of Public Works
SUBJECT: I&M Canal Trail – South Plaza

DATE: 11/28/16

SUMMARY/ BACKGROUND

Three (3) bids were received on November 15, 2016 at 10:00 am for the I&M Canal Trail – South Plaza project, which consists of removal and replacement of a stairway, and the installation of decorative stone features. The total low bid was from R&W Clark Construction, which bid was in the amount of \$61,374.00.

ANALYSIS

R.W. Clark submitted a low bid of \$36,370.00 for the Base Bid, which is the stairway removal and replacement work, and a low bid of \$25,004.00 for Bid Alternate No. 1, which is the limestone pillar work each side of the new stairway. If awarded, it is likely that the stairway work will occur this year and the stone pillar work next spring.

As an option, the Village Board could award the base bid itself, and not the Bid Alternate No. 1 work. This is the Staff's recommendation.

Consistency with Village Policy

5-Year Capital Improvement Plan. This project was included in the 5 Year Capital Improvement Plan

Budget.

This project is budgeted in the Road Improvement Fund.

STAFF RECOMMENDATION

Award of the I&M Canal Trail – South Plaza project to R&W Clark Construction, 8158 West Lincoln Highway, Frankfort, IL 60423, based on their total bid amount of \$61,374.00.

BOARD ACTION REQUESTED

Approval of Resolution awarding the contract to R&W Clark Construction

ATTACHMENTS

Resolution Authorizing Award of Contract

Letter of Award Recommendation

Bid Tabulation listing the bid received, including company name, address and amount of bid

Resolution No. _____

A Resolution Authorizing Award of Contract for I&M Canal Trail – South Plaza

WHEREAS, The Village of Lemont requires that the I&M Canal Trail – South Plaza project, be completed; and

WHEREAS, the Village seeks to utilize the construction firm of R & W Clark Construction for such work; and

WHEREAS, R & W Clark Construction submitted a low bid for such work in the amount of \$61,374.00, for the Base Bid and Bid Alternate No 1 work.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont that the Contract with R & W Clark Construction is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th day of November, 2016.

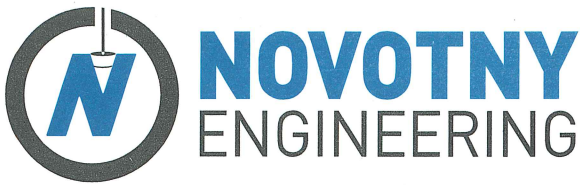
PRESIDENT AND VILLAGE BOARD MEMBERS:

| | 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



November 15, 2016

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

Re: **I & M Canal Trail – South Plaza**

Dear George:

Listed below and on the attached "Tabulation of Bids", please find the results of the today's bid opening for the above-captioned project. Three (3) bids were received and checked for accuracy, with errors being found in one (1) bid, which did not affect the bid order. A summary is as follows:

| | Base Bid Amount | Alternate #1 Amount | Total Bid Amount |
|--------------------------------|----------------------------|--------------------------------|-----------------------------|
| R&W Clark Construction | \$ 36,370.00 | \$ 25,004.00 | \$ 61,374.00 |
| Hoppy's Landscaping, Inc. | 56,366.00 | 51,000.40 | 107,366.40 |
| Martam Construction | 82,760.00 | 69,500.00 | 152,260.00 |
| Engineer's Estimate | \$ 52,462.50 | \$ 11,936.00 | \$ 64,398.50 |

The low bid submitted by R&W Clark Construction, in the amount of \$61,374.00, is \$3,024.50 (4.7%) below the Engineer's Estimate of \$64,398.50. Since R&W Clark Construction is qualified to perform this type of work, we, therefore, recommend that the Contract be awarded to R&W Clark Construction, 8158 West Lincoln Highway, Frankfort, IL 60423, in the amount of \$61,374.00.

Please call if you have any questions regarding this matter.

Very truly yours,

NOVOTNY ENGINEERING

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

JLC/dan

Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.
Ms. Linda Molitor, Executive Assistant, w/Enc.
File No. 16368

16368 Bid Tab Letter.doc

TABULATION OF BIDS

OWNER: Village of Lemont
 PROJECT DESCRIPTION: I&M Canal Trail - South Plaza

PROJECT NO : 16368

BID OPENING: November 15, 2016 at 10:00 a.m.

| | | | | Engineers Estimate | | R&W Clark Construction 8158 W Lincoln Highway Frankfort, IL 60423 5% Bid Bond | | Hoppy's Landscaping, Inc. 15041 New Avenue Lockport, IL 60441 10% Bid Bond | | Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120 5% Bid Bond | | | |
|---|---|---------|----------|--------------------|---------------------|--|---------------------|---|---------------------|--|---------------------|------------|--------|
| Item No | Description | Unit | Quantity | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| SITE PREPARATION | | | | | | | | | | | | | |
| 1 | Mobilization | EACH | 1 | 5,500.00 | 5,500.00 | 2,000.00 | 2,000.00 | 3,150.00 | 3,150.00 | 9,700.00 | 9,700.00 | | |
| 2 | Lawn Removal and Grading | SQ FT | 5000 | 3.00 | 15,000.00 | 0.40 | 2,000.00 | 1.50 | 7,500.00 | 0.20 | 1,000.00 | | |
| 3 | Wood Steps/Railing Removal | L SUM | 1 | 5,000.00 | 5,000.00 | 1,800.00 | 1,800.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | | |
| 4 | Tree Removal | EACH | 3 | 650.00 | 1,950.00 | 300.00 | 900.00 | 750.00 | 2,250.00 | 500.00 | 1,500.00 | | |
| HARDSCAPE | | | | | | | | | | | | | |
| 5 | Reclaimed Stone Seatwalls (2 Ea. At 18" x 10' V/D, Gravel Setting Bed) | L SUM | 1 | 2,500.00 | 2,500.00 | 3,300.00 | 3,300.00 | 3,000.00 | 3,000.00 | 18,000.00 | 18,000.00 | | |
| 6 | Concrete Steps (12 Steps @ 10' Length, Gravel Setting Bed) | CU YD | 12 | 475.00 | 5,700.00 | 500.00 | 6,000.00 | 1,395.00 | 16,740.00 | 1,850.00 | 22,200.00 | | |
| 7 | Concrete Walk (490 SF @ 5' DP, Gravel Setting Bed) | SQ FT | 490 | 6.00 | 2,940.00 | 10.00 | 4,900.00 | 14.85 | 7,276.50 | 10.00 | 4,900.00 | | |
| 8 | Railing (42" Height) | LIN FT | 30 | 125.00 | 3,750.00 | 120.00 | 3,600.00 | 145.00 | 4,350.00 | 250.00 | 7,500.00 | | |
| 9 | Detectable Warning Plate | EACH | 1 | 500.00 | 500.00 | 330.00 | 330.00 | 872.00 | 872.00 | 250.00 | 250.00 | | |
| 10 | Striping at Crosswalk, 12" | SQ FT | 90 | 2.00 | 180.00 | 6.00 | 540.00 | 10.00 | 900.00 | 10.00 | 900.00 | | |
| PLANTINGS | | | | | | | | | | | | | |
| 11 | Trees, 3" Deciduous | EACH | 2 | 1,200.00 | 2,400.00 | 600.00 | 1,200.00 | 575.00 | 1,150.00 | 1,000.00 | 2,000.00 | | |
| 12 | Shrubs | EACH | 15 | 75.00 | 1,125.00 | 110.00 | 1,650.00 | 75.00 | 1,125.00 | 200.00 | 3,000.00 | | |
| 13 | Perennials | EACH | 50 | 15.00 | 750.00 | 40.00 | 2,000.00 | 15.50 | 775.00 | 40.00 | 2,000.00 | | |
| 14 | Planting Soil Mix, 6" DP | CU YD | 9 | 75.00 | 675.00 | 60.00 | 540.00 | 65.00 | 585.00 | 100.00 | 900.00 | | |
| 15 | Mulch, 3" DP | CU YD | 4.5 | 75.00 | 337.50 | 60.00 | 270.00 | 55.00 | 247.50 | 100.00 | 450.00 | | |
| 16 | Seed Mix (Incl. Soil and Blanket) | SQ FT | 130 | 6.00 | 780.00 | 2.00 | 260.00 | 5.00 | 650.00 | 2.00 | 520.00 | | |
| ADDITIONAL STREETSCAPE REPAIR ITEMS | | | | | | | | | | | | | |
| 17 | Railing Repair | L SUM | 1 | 150.00 | 150.00 | 1,800.00 | 1,800.00 | 940.00 | 940.00 | 1,000.00 | 1,000.00 | | |
| 18 | Unit Paving Removal/Regrading | L SUM | 1 | 1,500.00 | 1,500.00 | 1,200.00 | 1,200.00 | 1,250.00 | 1,250.00 | 1,500.00 | 1,500.00 | | |
| 19 | Shrubs | EACH | 14 | 75.00 | 1,050.00 | 110.00 | 1,540.00 | 75.00 | 1,050.00 | 200.00 | 2,800.00 | | |
| 20 | Planting Soil Mix | CU YD | 6 | 75.00 | 450.00 | 60.00 | 360.00 | 65.00 | 390.00 | 100.00 | 600.00 | | |
| 21 | Mulch, 3" DP | CU YD | 3 | 75.00 | 225.00 | 60.00 | 180.00 | 55.00 | 165.00 | 100.00 | 300.00 | | |
| TOTAL BASE BID..... | | | | | \$ 52,462.50 | | \$ 36,370.00 | | \$ 56,366.00 | | \$ 83,020.00 | | |
| BID ALTERNATE #1 | | | | | | | | | | | | | |
| 22 | Concrete Walls/Footings (40 LF, Heights vary 30" - 6") | CU YD | 12 | 400.00 | 4,800.00 | 800.00 | 9,600.00 | 2,847.45 | 34,169.40 | 1,000.00 | 12,000.00 | | |
| 23 | Stone Veneer (Limestone to Match Downtown Streetscape) | FACE FT | 174 | 32.00 | 5,568.00 | 66.00 | 11,484.00 | 56.50 | 9,831.00 | 250.00 | 43,500.00 | | |
| 24 | Stone Cap (Limestone to Match Downtown Streetscape) | SQ FT | 56 | 28.00 | 1,568.00 | 70.00 | 3,920.00 | 125.00 | 7,000.00 | 250.00 | 14,000.00 | | |
| TOTAL ALTERNATE #1 BID..... | | | | | \$ 11,936.00 | | \$ 25,004.00 | | \$ 51,000.40 | | \$ 69,500.00 | | |
| TOTAL BASE BID, PLUS ALTERNATE #1..... | | | | | 64,398.50 | | 61,374.00 | | 107,366.40 | | 152,520.00 | | |
| Bid Error Corrections: | | | | | | | | | | | | | |
| 16 | Seed Mix (Incl. Soil and Blanket)..... | | | | | | | | | | 260.00 | | |
| Total (Base Bid)..... | | | | | | | | | | | 82,760.00 | | |
| Total Base Bid, Plus Alternate #1..... | | | | | | | | | | | 152,260.00 | | |
| Corrected Totals - - - | | | | | | | 61,374.00 | | 107,366.40 | | 152,260.00 | | |
| Over / Under - - - | | | | | | | -3,024.50 | | 42,967.90 | | 87,861.50 | | |
| Percent - - - | | | | | | | -4.70% | | 66.72% | | 136.43% | | |

TO: Village Board
FROM: Jeffrey M. Stein, Deputy Village Administrator
SUBJECT: RTA Services Agreement
DATE: November 22, 2016

SUMMARY/ BACKGROUND

Earlier this year, one of the Village's engineering firms and the Village terminated their relationship. Accordingly, the Village expanded Novotny's role to fill the needed work until a suitable replacement for the previous engineer could be engaged. Village staff met with RTA to discuss an agreement for residential grading review and inspections as well as other land use services. RTA has agreed to charge the same rates as the Village's previous engineering firm used for this work. Staff believes that RTA would be a good fit with what the Village needs for engineering services, since RTA employs professional and licensed engineers and land surveyors; RTA has performed work in the area and is familiar with the unique platting of the Village's downtown area; a staff liaison to the Village lives locally; and RTA's pricing will not result in an increase from previous vendors.

ANALYSIS

Comprehensive Plan: There is no direct impact upon the Village's Comprehensive Plan

Operating Budget: There is significant impact upon the Village's budget as the pricing remains the same as previous vendors.

RECOMMENDATION

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

BOARD ACTION REQUESTED

Motion and Adoption of the attached Resolution.

ATTACHMENTS

A Resolution approving the Settlement Agreement and Release.

Resolution No. _____

**A Resolution Approving a Professional Services Agreement with Ruettiger, Tonellia & Associates, Inc.
(RTA Services Agreement)**

WHEREAS, the President and Board of Trustees desire to enter into a Professional Services Agreement with Ruettiger, Tonellia & Associates, Inc for certain engineering services (“Agreement”); and

WHEREAS, the President and Board of Trustees believe it is in the best interests of the health, safety and welfare of the Village to enter into an Agreement in the form as Exhibit A; and

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

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th 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
RTA Services Agreement

**Village of Lemont
418 Main St
Lemont, ILLINOIS 60439**

RTA SERVICES AGREEMENT

**With:
Ruettiger, Tonellia & Associates, Inc.
129 Capista Drive
Shorewood, IL 60404**

Note: This cover sheet is an integral part of the RTA Services Agreement and is, as are the following documents, part of a contract executed between the Village of Lemont and RTA, Inc. Do not detach any portion of this document. Invalidation could result.

CONTRACT SCOPE AND BACKGROUND

The Village of Lemont ("Village") is contracting with Ruettiger, Tonelli & Associates, Inc. ("Engineer") to perform certain Engineering Services as provided for in the attached Scope of Work and Fees (**Attachment One**). All terms and conditions of Attachment One and this contract shall be hereinafter referred to as the "RTA Services Agreement").

GENERAL MINIMUM SPECIFICATIONS

By signature on this RTA Services Agreement, the Engineer is acknowledging its responsibility for being familiar with all conditions, instructions, specifications and other terms contained in the RTA Services Agreement. Engineer's submission of its Scope of Work and Fees in Attachment One shall be deemed certification that the Engineer has taken all steps necessary to become fully informed as to the nature and scope of the services to be provided, expectations, conditions, requirements, specifications, and the accuracy of estimates as to costs and personnel required under the RTA Services Agreement. Failure to have taken such steps will not: a) secure relief on a plea of error or mistake; b) excuse the Engineer from performance of its duties and obligations imposed under the terms of the RTA Services Agreement; c) serve as a basis for modifying the RTA Services Agreement in any way; or, d) justify any request for additional compensation.

INDEMNIFICATION

To the fullest extent permitted by law, Engineer shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Engineer's (including Engineer's employees, agents, officers, directors, and anyone directly or indirectly employed by Engineer or anyone for whose acts Engineer may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the RTA Services Agreement; and, d) performance under the RTA Services Agreement. In connection with any such liabilities, the Village of Lemont, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Engineer shall be solely liable for all costs, fees and expenses of such defense. Any collateral or insurance requirements under the RTA Services Agreement shall in no way limit the extent of Engineer's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of the RTA Services Agreement.

NON-DISCRIMINATION

- A. The Engineer shall, as a party to a public contract:
1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 2. Certify that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. The Engineer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

C. The Engineer certifies that a written sexual harassment policy has been adapted and explains the rights and remedies for victims, in the manner and form required pursuant to Section 2-105 of the Illinois Human Rights Acts (775 ILCS 5/2 – 105).

COMPLIANCE WITH LAWS

A. Engineer shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the work contemplated to be performed (“Work”), now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Prevailing Wage Laws, Smoke Free Illinois Act; USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Lemont. Engineer shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Engineer shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this the RTA Services Agreement. The relevant provisions will be fully incorporated into the RTA Services Agreement by reference and set forth in full.

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

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

PRICING

Attachment Two contains prices for which Engineer will perform certain services pursuant to this RTA Services Agreement. By executing this RTA Services Agreement, Engineer acknowledges that all prices contained in Attachment Two are accurate.

MISCELLANEOUS TERMS

A. Assignment.

Engineer shall not assign this RTA Services Agreement or any portion thereof.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this RTA Services Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction or interpretation of this RTA Services Agreement.

D. Entire Agreement.

The RTA Services Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. The RTA Services Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this RTA Services Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of the RTA Services Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this RTA Services Agreement. No provision of this RTA Services Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this RTA Services Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

F. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the RTA Services Agreement.

G. Effective Date.

The Effective Date of this RTA Services Agreement shall be that date stated on the signature page of this contract.

H. Termination

Notwithstanding any other provision hereof, either party may terminate this Agreement at any time upon seven (7) days prior written notice to the other.

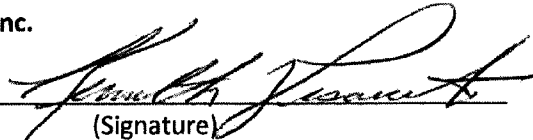
ACKNOWLEDGMENT AND SIGNATURE:

BY SIGNING THIS DOCUMENT, RTA, INC., AFFIRMS THAT IT:

1. has carefully examined the RTA Services Agreement referred to or mentioned herein, and, has considered and evaluated the factors which may affect cost, progress, performance and completion of this RTA Services Agreement or any aspect of the means, methods, techniques, sequences and procedures to be employed thereto;
2. is familiar with the federal, state and local laws, standards and regulations that may affect cost, progress, performance and completion of the RTA Services Agreement; and
3. is aware of the general nature of the services to be performed for the Village and is guaranteeing that it can provide those services as detailed in the RTA Services Agreement.

Signed and sworn this 10th day of November, 2016, by a duly authorized agent of:

RTA, Inc.

By: 
(Signature)

KENNETH J. PESAVENTO
(Print Name)

VICE PRESIDENT
(Title or Position)

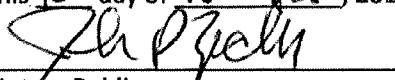
Business address: 129 CAPISTA DR.
SHOREWOOD, IL. 60404

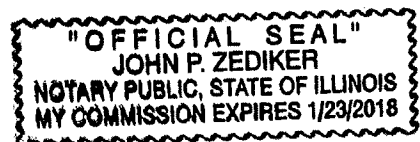
Business Phone #: 815-744-6600

Cell Phone #: 630 697 3002

E-Mail Address: KPESAVENTO@RUETTIGERTONell.com

Subscribed and sworn to before me
this 10th day of November, 2016


Notary Public



IN WITNESS WHEREOF, the Village of Lemont, Illinois by Brian K. Reaves, Mayor, and the ENGINEER have hereunto set their hands **this _____ day of _____, 2016.**

THE VILLAGE OF LEMONT, ILLINOIS

Accepted this _____ day of _____, 2016

Brian K. Reaves, Mayor

Attest: _____
Charlene Smollen, Village Clerk

END OF DOCUMENT

Attachment One



Ruettiger, Tonelli & Associates, Inc.

Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants

November 9, 2016

Jeffrey M. Stein, Corporation Counsel/Deputy Village Manager
Village of Lemont
418 Main Street
Lemont, IL 60439

Re: Lump Sum Fee Inspection Schedule – Effective 12/01/16

Dear Jeff,

Per our discussion yesterday, we are pleased to present the following fixed fee pricing schedule for plan review fees and inspections for the Village of Lemont. These fees are for individual lot plan review, site visits, and final grading review for typical platted residential lots.

Scope of Work

Initial Plan Review, Spot survey, **\$450.00**

1. Review site plan
2. Review re-submittals (1 included) – 3rd Review (or more) \$ 95.00
3. Review Spot Survey – 2nd Review (or more) \$ 65.00

Final Review **\$ 150.00**

1. Review Final Grading survey, including site visit (Pre-sod inspection – final grade), Review re-submittals (1 included)
2. Third review of Final Grading survey (or more) \$ 95.00 (Includes site visit)

Addition Scope of work (per request)

Includes one plan review and one site visit each task.

- Additional Reviews not covered by above scope \$ 95.00
- Miscellaneous Reviews ie: Retaining wall grading plan reviews
Not in original plan, (includes 1 inspection) \$ 80.00
 - 2nd Review (or more) \$ 65.00
- Swimming Pools (includes 1 inspection) \$100.00
 - 2nd Review (or more) \$ 65.00
- Drainage Complaints (minor – one visit) \$ 65.00
- Grading review prior to final grading survey \$ 65.00
- Landscape/grading review after final inspection \$ 65.00
- Flatwork Inspections \$ 65.00
- Miscellaneous Site Inspections (at site) \$ 95.00
- Engineering Meeting fee (at Village Hall) \$ 65.00

In addition, attached is our 2016 fee schedule that will provide for an estimate of the range of fees for any project specific proposal. All of our lump sum fee projects are negotiable, but we wanted to provide an estimate for Village planning purposes for project specific work outside of the regular fee schedule.

Thank you again for the opportunity to provide the Village with our engineering services.

Sincerely,



John P. Zediker, AICP
Chief Operating Officer



Ruettiger, Tonelli & Associates, Inc.

Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants

RATE SCHEDULE

2016

| | | |
|--------------------------------|----|--------|
| Principal | \$ | 225.00 |
| Professional Land Surveyor | \$ | 160.00 |
| Professional Engineer I | \$ | 170.00 |
| Professional Engineer II | \$ | 148.00 |
| Expert Witness | \$ | 320.00 |
| Engineering Technician | \$ | 107.00 |
| Registered Landscape Architect | \$ | 144.00 |
| Professional Planner | \$ | 135.00 |
| GIS Technician / Programmer | \$ | 135.00 |
| Field Crew | \$ | 100.00 |
| Survey Technician | \$ | 107.00 |
| CADD Technician | \$ | 102.00 |
| Executive Assistant | \$ | 78.00 |
| Secretarial | \$ | 69.00 |

All reimbursable expenses are invoiced at cost plus basis
This rate schedule is effective January 1, 2016 through December 31, 2016.
Rates are revised on a yearly basis starting the 1st of every year.

TO: Village Board
FROM: George Schafer, Village Administrator
Ralph Pukula, Public Works Director
SUBJECT: Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”) Infiltration / Inflow Control Program (“IICP”)

DATE: 11/28/16

SUMMARY/ BACKGROUND

The Reclamation District adopted a new infiltration / inflow control program (“IICP”) in 2014 to reduce the excess water entering the separate sanitary sewer system from satellite communities that is eventually being treated at their water reclamation facilities. For Lemont, this includes the portion of the sanitary system that is tributary to the combined sewer system (“CSS”) as well as the remaining sanitary sewers. IICP is intended to address I/I from the public and private side of the system (Lemont’s sewers and private sewers). There are short term and long term requirements associated with the IICP.

In order to meet these requirements, the Village needs the following assistance;

- 2015 annual report to MWRDGC
- Developing a plan of investigation to address high risk sewers
- Reviewing, creating, and documenting sewer records

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan. This program is consistent with the Quality Infrastructure Strategic Priority.

Lemont 2030 Comprehensive Plan. This program is consistent with the Natural Resources & Recreation vision statement

5-Year Capital Improvement Plan. This program will be included in the 5 year capital plan going forward.

STAFF RECOMMENDATION

Staff recommends the Village enter into a contract for professional services with Crawford, Murphy, Tilly, Inc. to prepare the 2015 annual report for MDRDGC including any work necessary to complete.

BOARD ACTION REQUESTED

Approve the contract with Crawford, Murpy, Tilly, Inc. to prepare the 2015 MWRDGC annual report.

ATTACHMENTS Exhibit A 2015 MWRD IICP Reporting Proposal; Exhibit B Addendum to Standard Agreement for Professional Services

Resolution No. _____

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

WHEREAS, the President and Board of Trustees desire to enter into a Professional Services Agreement with Crawford, Murphy & Tilly, Inc for engineering services for the preparation of the 2015 Metropolitan Water Reclamation District of Greater Chicago annual report, review and documentation of all available sewer system information, and develop a plan of investigation to assess high risk sanitary sewers that will satisfy the District's short term Requirements ("Agreement"); and

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

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

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

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

SECTION THREE: Upon the Corporation Counsel's approval, the Village Administrator is authorized to execute an agreement, for an amount not exceed a total

\$24,590.00, and to make minor changes to the document prior to execution which does not materially alter the Village's obligations, and to take any other steps necessary to carry out this Resolution. Should the terms of an agreement not be agreed upon by the Village Attorney and Crawford, Murphy & Tilly, Inc., the Village Administrator is authorized to cease negotiations.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th 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

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

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

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

Assist the **CLIENT** with preparing the forms and information requested by the Metropolitan Water Reclamation District of Greater Chicago as outlined in their July 1, 2016 letter. Scope of professional services is outlined in the attached Exhibit A.

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

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

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

IT IS FURTHER MUTUALLY AGREED:

AGREEMENT amount shall not exceed \$24,590 without prior authorization from **CLIENT** as shown in **Exhibit B**.

CLIENT shall provide **ENGINEER** with all available sanitary sewer system information and records.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of ____, 2016.

CLIENT:

VILLAGE OF LEMONT

(Client Name)

(Signature)

BRIAN K. REAVES - MAYOR

(Name and Title)

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

(Signature)

BRIAN R. WELKER - VICE PRESIDENT

(Name and Title)

CMT Job No. 16211-01

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

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

2. Reuse of Document

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

3. Termination

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

4. Parties to the Agreement

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

5. Construction and Safety

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

6. Payment

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

7. Indemnification for Release of Pollutants

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

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

8. Risk Allocation

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

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2016

| Classification | Regular Rate Per Hour | Overtime Rate Per Hour |
|-------------------------------------|----------------------------------|-----------------------------------|
| Principal | \$ 195 | \$ 195 |
| Senior Project Engineer/Manager | \$ 185 | \$ 185 |
| Project Engineer/Manager/Architect | \$ 155 | \$ 155 |
| Senior Engineer/Architect | \$ 130 | \$ 145 |
| Senior Technical Manager | \$ 120 | \$ 140 |
| Senior Planner/GIS Specialist | \$ 110 | \$ 130 |
| Engineer/Architect | \$ 110 | \$ 130 |
| Planner/Technical Manager | \$ 80 | \$ 95 |
| Land Surveyor | \$ 130 | \$ 145 |
| Senior Technician | \$ 115 | \$ 135 |
| Technician II | \$ 95 | \$ 110 |
| Technician I | \$ 75 | \$ 90 |
| Administrative Assistant/Accountant | \$ 50 | \$ 60 |

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2017.

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

Professional or subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

EXHIBIT A
VILLAGE OF LEMONT

SCOPE OF PROFESSIONAL SERVICES TO ASSIST WITH PREPARING AN INVESTIGATION PLAN TO COMPLY
WITH METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRDGC)
INFILTRATION / INFLOW CONTROL PROGRAM (IICP)

MWRDGC IICP Program

The District adopted a new I/I control program (IICP) in 2014 to reduce the excess water entering the separate sanitary sewer system from satellite communities that is eventually being treated at their water reclamation facilities. For Lemont, this includes the portion of the sanitary sewer system that is tributary to the combined sewer system (CSS) as well as the remaining sanitary sewers. The goal is to reduce SSOs and basement backups because the District may be subject to enforcement by regulators for these occurrences. IICP is intended to address I/I from the public and private side of the system (i.e., Lemont's sewers and private sewers (laterals)). There are short term and long term requirements associated with the IICP.

Short term requirements include completing and reporting on the following in the first five years (2015 – 2019):

- submit annual progress reports to the District with the first one required in 2016
- performing a condition assessment of the system and implementing rehabilitation
- develop and submit a long-term operation and maintenance plan (LTOMP) to the District
- develop and submit a private sector program (PSP) to the District

Long Term Requirements include implementing the LTOMP to prevent reoccurrence of I/I from entering the sewer system from 2021 into the future. This means providing sufficient funding to maintain the system throughout its service life.

MWRDGC Letter Dated July 1, 2016

Lemont's Village Engineer prepared the 2015 annual report with the best available information. However, the District replied with a letter indicating they needed additional information about the collection system. Specifically, the District requested the following three items:

1. Condition Assessment Prioritization Form (CAPF) and Map,
2. Annual Summary Report with documentation showing the previous sewer inspections were performed using NASSCO Standards, and
3. Sanitary Sewer System Description and Inventory Form (SDIF) and System Map

CMT's Scope of Professional Services

For this initial scope, CMT will prepare the 2015 MWRD IICP required reporting. In order to provide the District with the above requested items, additional information must be gathered and a plan of investigation developed. CMT proposes to assist the Village by preparing a plan of investigation and completing the required forms (items 1-3 above) for Lemont to submit to the District. Developing an investigation plan and completing the required forms involves the following tasks:

1. Perform document review and data gap analysis of all available separate sewer system information, that may include:
 - A. Mapping and GIS
 - B. Construction plans

EXHIBIT A
VILLAGE OF LEMONT
SCOPE OF PROFESSIONAL SERVICES TO ASSIST WITH PREPARING AN INVESTIGATION PLAN TO COMPLY
WITH METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRDGC)
INFILTRATION / INFLOW CONTROL PROGRAM (IICP)

- C. Prior inspections
 - D. Repairs (planned & emergency)
 - E. Routine and scheduled maintenance
 - F. Problem area responses
2. Develop a plan of investigation to assess the high risk sanitary sewers that will satisfy the District's short term requirements:
- A. Delineate sewer system basins with directional arrows, identify corporate limits and highlight undeveloped land
 - B. Summarize basin characteristics, that include, pipe size distribution, pipe material distribution, pipe age distribution, number of manholes, approximate depth, number of pump stations
 - C. Summarize basin O&M problem areas and frequency of visits and complaints
 - D. Prioritize the basins for cleaning and televising work, ensuring work complies with NASSCO PACP requirements
 - E. Identify high-risk sewers and highlight on the map
 - F. Identify plan to monitor sewer flows at dedicated key locations
3. Prepare the 2015 annual report to the District:
- A. Summarize the work performed for 2015

Once this initial step is completed to comply with the 2015 reporting, we will work with the village to develop a scope to address the long term goals as required by the MWRD.

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT B - 2016 PROFESSIONAL SERVICES COST ESTIMATE

CLIENT VILLAGE OF LEMONT
 PROJECT NAME 2015 MWRDGC IICP PROGRAM ASSISTANCE
 CMT JOB NO. 16211-01-00

Prep By PROJ MGR
 DATE 10/20/16

Apprvd PROJ PNCL
 DATE 10/20/16

| TASK NO. | TASKS \ CLASSIFICATIONS | PRINCIPAL | SR PROJECT ENGR MANAGER | ARCHITECT MANAGER | PROJECT ENGINEER | SENIOR ENGINEER | SENIOR ARCHITECT | SENIOR TECHNICAL MANAGER | ENGINEER ARCHITECT | LAND SURVEYOR | SENIOR TECHNICAL SENIOR PLANNER GIS SPECIALIST | TECHNICAL MGR PLANNER | TECHNICIAN II | TECHNICIAN I | ADMIN ASSISTANT ACCOUNTANT | MAN HOURS & LABOR SUMMARY | TOTAL |
|----------|---|-----------|-------------------------|-------------------|------------------|-----------------|------------------|--------------------------|--------------------|---------------|--|-----------------------|---------------|--------------|----------------------------|---------------------------|----------|
| | | | | | | | | | | | | | | | | | |
| | CURRENT YEAR 2016 HOURLY RATES | | \$195 | \$185 | \$155 | \$130 | \$120 | \$110 | \$130 | \$115 | \$80 | \$95 | \$75 | \$50 | | | |
| 1 | Review of available Village sewer records | | | | 8 | 8 | | | | | | 8 | | | | | 24 |
| 2 | Develop plan of investigation to address high risk sewers | | | | 36 | 50 | | | | | | 40 | | | | | 126 |
| 3 | Prepare 2015 annual report to MWRDGC | | | | 8 | 8 | | | | | | 8 | | | | | 24 |
| 4 | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | |
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| 14 | | | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | | |
| | TOTAL MAN HOURS | | | | 52 | 66 | | | | | | 56 | | | | | 174 |
| | SUBTOTAL - BASE LABOR EFFORT | | | | \$8,060 | \$8,580 | | | | | | \$6,440 | | | | | \$23,080 |

| TASKS (CONTINUED) | TOTAL LABOR EFFORT | DIRECT EXPENSE & REIMBURSABLES | | | | | | | | | | | TOTAL EXPENSE | TOTAL FEE | | |
|---|------------------------|--------------------------------|-----------------|----------|------------|--|------------|------|------------|-----------|-----------|---------------|------------------------------|-----------|-------|----------|
| | | TRAVEL MILEAGE | MEALS & LODGING | PRINTING | EQUIP-MENT | MISC | SURVEY MTL | SUBS | SUBS ADMIN | OTHER EXP | OTHER EXP | TOTAL EXPENSE | | | | |
| 1 Review of available Village sewer records | \$3,200 | \$114 | | | | | | | | | | | | | \$114 | \$3,314 |
| 2 Develop plan of investigation to address high risk sewers | \$16,680 | | | | | | | | | | | | | | | \$16,680 |
| 3 Prepare 2015 annual report to MWRDGC | \$3,200 | \$228 | | | | | | | | | | | | | \$228 | \$3,428 |
| 4 | | | | | | | | | | | | | | | | |
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| 13 | | | | | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | | |
| TOTALS | \$23,080 | \$342 | | | | | | | | | | | | | \$342 | \$23,422 |
| TIME PERIOD OF PROJECT | 2016 | 2017 | 2018 | 2019 | TOTAL | EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM | | | | | | 5% | MULTI-YEAR + OT MLTPLR & AMT | | | |
| PERCENTAGE OF WORK TO BE PERFORMED BY YEAR | 100% | | | | 100% | OT ADJUSTMENT FACTOR | | | | | | | 1.0000 | | | |
| WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT | 1.0000 | | | | 1.0000 | | | | | | | | | | | |
| ESTIMATED CONTINGENCY | | | | | | | | | | | | 5% | \$1,170 | | | |
| ROUNDING | | | | | | | | | | | | | (\$2) | | | |
| TOTAL FEE | MATH CROSS CHECK IS OK | | | | | | | | | | | | \$24,590 | | | |

ADDENDUM TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

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

Standard Agreement for Professional Services

1. The following sentence shall be revised as follows:

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

Standard General Conditions

1. Section 3. Termination is revised as follows:

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

2. Section 6. Payment is revised as follows:

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

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

Section 7. Indemnification

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

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

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

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

ENGINEER agrees to provide and keep in force at all times during this Agreement, at its sole cost and expense, the following coverages: comprehensive general liability insurance including contractual liability coverage, with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker's Compensation Insurance equal to

the statutory amount required by law; and employers liability insurance with limits of not less than one million dollars (\$1,000,000). The **CLIENT** and its elected and appointed officials, officers, employees, and agents shall be named as additional insureds on any such insurance. All insurance carriers providing the coverage set forth herein shall have a rating of A:VII as assigned by A.M. Best & Co. and shall be satisfactory to the **CLIENT** in its sole discretion. All certificates and policies of insurance, including appropriate additional insured endorsements, in connection herewith shall be furnished to the **CLIENT** prior to the commencement of any of **ENGINEER's** services required under this Agreement. All insurance coverage provided by **ENGINEER** shall be primary coverage as to the **CLIENT**. Any insurance or self-insurance maintained by the **CLIENT** shall be excess of **ENGINEER's** insurance and shall not contribute with it. **ENGINEER** shall similarly cause each subcontractor employed by **ENGINEER** to purchase and maintain insurance of the type specified above. When requested by the **CLIENT**, **ENGINEER** shall furnish copies of certificates and policies of insurance, including appropriate additional insured endorsements, evidencing coverage for each subcontractor. The insurance policies required hereunder shall not be canceled, amended, or non-renewed without 30 days prior written notice having been given to the **CLIENT**.

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

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

9. Insert new Section 11. Conflict of Interest.

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

10. Insert new Section 12. No Collusion.

ENGINEER represents and certifies that (1) **ENGINEER** is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only

persons, firms, or corporations interested in this Agreement as principals have been those disclosed to **CLIENT** prior to the execution of this Agreement; and (3) this Agreement is made by **ENGINEER** without collusion with any other person, firm, or corporation. If at any time it shall be found that **ENGINEER** has, in procuring this Agreement, colluded with any other person, firm, or corporation, then **ENGINEER** shall be liable to **CLIENT** for all loss or damage that **CLIENT** may suffer, and this Agreement shall, at **CLIENT**'s option, be null and void.

11. Insert new Section 13. Sexual Harassment Policy.

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

12. Insert new Section 14. Non-Discrimination.

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

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

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

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

14. Insert new Section 16. Amendment.

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

15. Insert new Section 17. Assignment.

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

16. Insert new Section 18. Binding Effect.

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

17. Insert new Section 19. Notice.

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

If to **CLIENT**:

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

If to **ENGINEER**:

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

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

18. Insert new Section 20. Severability.

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

19. Insert new Section 21. Entire Agreement.

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

20. Insert new Section 22. Waiver.

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

21. Insert new Section 23. Rights Cumulative.

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

22. Insert new Section 24. Effective Date.

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

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

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

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

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

25. Insert new Section 27. Compliance with Laws.

ENGINEER shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the performance of the services contemplated under this Agreement, now in effect, or which may become in effect during the performance of said services. Changes in applicable laws, regulations and rules promulgated after the date of this agreement by any federal, state, local, or other governmental authority or regulatory body that impact

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

26. Insert new Section 28. Acknowledgement.

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

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

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

VILLAGE OF LEMONT

CRAWFORD, MURPHY & TILLY, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TO: Village Board
FROM: Ralph Pukula, Director of Public Works
THROUGH:
SUBJECT: Illinois Department of Transportation Resolution for work performed on State Maintained Right-of-Ways

DATE: November 28, 2016

SUMMARY/ BACKGROUND

The Illinois Department of Transportation (IDOT) requires that anyone using IDOT right-of-way to obtain a permit for all work. This includes scheduled work and emergency repair work. IDOT also requires that a surety bond be submitted with each permit application to ensure that all work is completed in accordance with State specifications and that the right-of-way is properly restored.

For permit work to be performed by employees of a municipality, a resolution is acceptable in lieu of the surety bond and a request to obtain the necessary permits can be obtained with a telephone call and follow-up application after the emergency work has been completed.

The attached resolution, which guarantees that all work, shall be performed in accordance with the conditions of the permit to be granted by IDOT and to hold the State of Illinois harmless during the prosecution of such work, will be valid for a period of two (2) years after the passage and approval.

ANALYSIS

Consistency with Village Policy

5-Year Capital Improvement Plan (if applicable).

Budget (if applicable).

STAFF RECOMMENDATION

Adopt the resolution for maintenance work performed by Village forces on all Illinois Department of Transportation right-of-ways.

BOARD ACTION REQUESTED

Adopt the resolution for maintenance work performed by Village forces on all Illinois Department of Transportation right-of-ways.

Resolution No. _____

A Resolution for Village Work Performed on State Highways Pursuant to Illinois Department of Transportation Rules and Regulations

WHEREAS, the Village of Lemont (“Village”) from time to time desires to undertake the location, construction, operation, and maintenance of driveways, and street returns, watermain, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, on State highways within the Village, which by law or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois (“IDOT”); and

WHEREAS, pursuant to the Illinois Highway Code (605 ILCS 5/1-101 *et. seq.*) the Village must obtain a permit from IDOT prior to any of the work being performed by the Village (or any of private person or entity under contract to perform the work by the Village) on State highways within the Village under the jurisdiction and control of IDOT; and

WHEREAS, IDOT will accept from the Village a resolution, in full effect for a period of two (2) years, in lieu of the otherwise required surety bond.

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

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

SECTION TWO: The Village, as required by IDOT, hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by IDOT, and to hold the State of Illinois harmless during the performance of such work, and assume all liability for damages to person or property due to accidents or otherwise directly caused by the work which is to be performed under the provision of said permit.

SECTION THREE: The Mayor, Village Administrator, Deputy Village Administrator, Village Engineer, Public Works Director, Operations Supervisor, and Water & Sewer Supervisor are hereby authorized to execute any permit required by IDOT to perform the work aforementioned.

SECTION FOUR: This Resolution shall be in full force and effect from and after its passage and approval as provided by law, for a period of two (2) years.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th 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

TO: Village Board

FROM: Linda Molitor, Executive Assistant

SUBJECT: Authorizing the Liquor Control Commissioner to Rebate Certain License Fees

DATE: November 28, 2016

SUMMARY/ BACKGROUND

On January 8, 2015, the Village Board approved Resolution R-1-15 authorizing the Liquor Control Commissioner to Rebate Certain License Fees. The rebate program was implemented due to the increase in liquor license fees jeopardizing the businesses that have substantially low sales of liquor. The Liquor Control Commissioner has determined that the rebate program be in effect for the January 1, 2017 – December 31, 2017 calendar year.

The rebate program only applies to liquor license holders as follows: hold a A-3 or A-4 classification; have no licensed video gaming machines on site; have gross liquor sales under \$20,000 per program year and provide a certified accounting of all liquor sales for the previous and program year; have not obtained a Notice of Charge or other notice of violations pertaining to its liquor license; have no debt owed to the Village for any fees or services. The rebate amount, which cannot exceed 50% of the current license fee, will be determined by the Local Liquor Control Commissioner, after review of all applications for compliance of the criteria. If at any time during the Program Year the applicant no longer remains eligible to receive a rebate, the applicant shall refund the Village the amount in full prior to receiving any renewals or additional liquor licenses.

STAFF RECOMMENDATION

Passing of Resolution Authorizing the Liquor Control Commissioner to Rebate Certain License Fees.

BOARD ACTION REQUESTED

Motion and adoption of the attached Resolution.

ATTACHMENTS

Resolution Authorizing the Liquor Control Commissioner to Rebate Certain License Fees.

Resolution No. _____

**Resolution Authorizing the Liquor Control Commissioner to
Rebate Certain License Fees**

WHEREAS, the Village President and Board of Trustees of the Village of Lemont (collectively “Board of Trustees”) find that the promotion of current retail businesses located in the Village is in the best interest of the residents of the Village of Lemont (“Village”);

WHEREAS, in order to promote retail businesses, the Board of Trustees find it is necessary, convenient and in the public interest to make it of record that they support local eating and drinking establishments currently operating in the Village;

WHEREAS, the Illinois Liquor Control Act (235 ILCS 5/4-1 *et. seq.*) grants specific authority to municipalities, to determine the number, kind and classification of licenses for retail sale of alcoholic liquor and the amount of the local licensee fees to be paid for the various kinds of licenses to be issued;

WHEREAS, for numerous years, the Village had not increased any of the liquor license fees;

WHEREAS, as compared to neighboring municipalities, as well as those municipalities similar in size to the Village, the Village’s liquor license fees remained amongst the lowest;

WHEREAS, on March 24, 2014, the Board of Trustees adopted Ordinance O-17-14, which, among other things, increased the then existing liquor license fees for all liquor licenses;

WHEREAS, even with the increase in liquor license fees approved under Ordinance O-17-14, the Village still has one of the lowest rates for liquor license fees in the area and amongst other similarly situated municipalities;

WHEREAS, since the adoption of Ordinance O-17-14 the Village has received numerous complaints from certain restaurants holding a Class A-3 and A-4 liquor holders that the increase in liquor license fees would be detrimental to their business;

WHEREAS, the Village desires to promote and support its local restaurants and assist to help them thrive and remain viable;

WHEREAS, the Village initially adopted the Program (defined below) on January 12, 2015 and desires to extend the Program in accordance with this Resolution.

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

SECTION ONE: Findings: 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: Liquor License Fee Rebate Program. That there is hereby established the Village of Lemont Liquor License Fee Rebate Program (“Program”). The Program shall commence January 1, 2017 and continue until December 31, 2017 (“Program Year”).

SECTION THREE: Eligibility. The Program is available to Class A-3 or Class A-4 liquor license holders except those that:

- a. are premises licensed as a licensed video gaming location by the Illinois Gaming Board or currently allow for video gaming at the licensed location;
- b. have a gross revenue amount for liquor sales greater than \$20,000.00 per the Program Year;
- c. have received a Notice of Charge or other notice of violation pertaining to its liquor licensee;
- d. are in debt to the Village for any water service, municipal service, or municipal fees, fines, judgments, levies, or any other debt to the Village that are then due and unpaid

SECTION FOUR: Application. Eligible liquor license holders desiring to participate in the Program must complete an application on a form prepared by the Local Liquor Control Commissioner’s office. In the application, the applicant must:

- a. describe the nature of the business;
- b. explain in detail the amount of the rebate requested and the proposed use of the rebated funds;
- c. certify that applicant can comply with all applicable laws;
- d. provide a certified accounting, from a certified public accountant, of all liquor sales for the Program Year and the previous year. This accounting must clearly state the costs of liquor purchased by your establishment, the dollar amount of liquor sales received by your establishment, and an entry showing the profit or loss of all liquor sales for your establishment.

SECTION FIVE: Action on Applications. The Local Liquor Control Commissioner shall review all applications for compliance with the above criteria. The Commissioner shall work with the applicant to reach a proposed rebate amount that shall not exceed 50% of the

annual license fee, which the Commissioner may grant at any time during the Program Year. If at any time during the Program Year, the applicant no longer remains eligible to receive a rebate under the Program, the applicant shall refund the Village the rebate amount in full prior to receiving any renewals or additional liquor licenses.

SECTION SIX: Compliance with this Resolution. Nothing in this resolution shall require the Village to enter into an agreement or provide a rebate to any licensee.

SECTION SEVEN: 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 28th 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

TO: Village Board
FROM: Jeffrey M. Stein, Corporation Counsel/Deputy Village Administrator
SUBJECT: Partial Settlement of RTA v. Kankakee.
DATE: November 22, 2016

SUMMARY/ BACKGROUND

In the fall of 2011, the Village joined in a lawsuit filed by the RTA, Cook County, and a number of other suburban municipalities against the City of Kankakee and the Village of Channahon (“**Municipal Defendants**”), a number of sales tax broker entities (“**Broker Defendants**”), and retailers, claiming that the defendants had conspired to improperly source sales of goods outside of the plaintiffs’ jurisdictions to avoid local and regional sales taxes. This case, *RTA et al. v. City of Kankakee* has proceeded in the Cook County Circuit Court under the consolidated case numbers 2011 CH 29744 and 2011 CH 34266 (collectively, the “**Litigation**”).

The RTA and many co-plaintiffs have come to settlement terms for a portion of the Litigation with the Municipal Defendants and Inspired Development, LLC and Ryan, LLC, two of the Broker Defendants. This agreement releases Inspired and Ryan, and settles claims with regard to approximately \$450,000 in funds being held in escrow by the Municipal Defendants. The proposed settlement will not end the Litigation but will facilitate the resolution of claims with the remaining defendants. The claims against the City of Kankakee and Village of Channahon may proceed if a settlement as to the direct retailers and to those retailers that had economic development agreements through the other two broker/consultants (MTS Consulting and Minority Development Co.) is not achieved. The Plaintiffs are still in negotiation and attempting to reach settlements as to the remaining defendants. If a settlement is not reached, RTA will continue to prosecute its claims.

ANALYSIS

Comprehensive Plan: There is no direct impact upon the Village’s Comprehensive Plan

Operating Budget: There is significant impact upon the Village’s budget. Some funds should be received and be able to be deposited into the General Fund.

RECOMMENDATION



The Village Administration is recommending that the Village Board approve the attached Resolution including the attached Settlement Agreement and Release.

BOARD ACTION REQUESTED

Motion and Adoption of the attached Resolution.

ATTACHMENTS

A Resolution approving the Settlement Agreement and Release.



Resolution No. _____

**A Resolution Approving Settlement Agreement and Release
(RTA et. al. v. City of Kankakee)**

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

SECTION ONE: The Settlement Agreement and Release relating to the lawsuit captioned *RTA et. al. v. City of Kankakee*, Consolidated Cases No. 11 CH 29744 and 2011 CH 34266, attached hereto as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The Mayor is authorized to execute the Settlement Agreement and Release attached hereto as Exhibit A, 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.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 28th 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

Settlement Agreement and Release

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) made as of the _____ day of September, 2016, by and between the Plaintiffs to consolidated cases 2011 CH 29744 and 2011 CH 34266 (the REGIONAL TRANSPORTATION AUTHORITY (the RTA); the COUNTY OF COOK; the VILLAGE OF FOREST VIEW; the VILLAGE OF TINLEY PARK; the VILLAGE OF LEMONT; the VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; the VILLAGE OF MELROSE PARK; the VILLAGE OF HAZEL CREST; and the VILLAGE OF NORTHBROOK (collectively, “PLAINTIFFS”)) and Defendants the CITY OF KANKAKEE (KANKAKEE); the VILLAGE OF CHANNAHON (CHANNAHON); and related entities INSPIRED DEVELOPMENT, LLC (INSPIRED) and RYAN, LLC (RYAN), WITNESSETH:

WHEREAS, the RTA is a special purpose unit of local government and municipal corporation of the State of Illinois with service to and jurisdiction over the following counties in respect to mass ground public transit: Cook, DuPage, Kane, Lake, McHenry, and Will;

WHEREAS, the COUNTY of COOK is a body politic and corporate of the State of Illinois;

WHEREAS, the Villages of FOREST VIEW; TINLEY PARK; ORLAND PARK; ELK GROVE VILLAGE; HAZEL CREST; and NORTHBROOK are Illinois home rule municipalities;

WHEREAS, the Villages of LEMONT and MELROSE PARK are Illinois non-home rule municipalities;

WHEREAS, the PLAINTIFFS are entitled to certain shares of retailers’ occupation taxes imposed on the business of selling tangible personal property within their jurisdictions pursuant to state law (“sales tax”);

WHEREAS, INSPIRED is an involuntarily dissolved Illinois limited liability company. At all times relevant, INSPIRED was party to economic development agreements (“EDAs”) with KANKAKEE and CHANNAHON to attract retail entities (the “RETAILERS”) to participate in sales tax rebate programs in those municipalities;

WHEREAS, RYAN is a Delaware limited liability company in the business of providing tax and consulting services. Through a Marketing Agreement with INSPIRED, RYAN also attracted RETAILERS to participate in sales tax rebate programs in KANKAKEE and CHANNAHON;

WHEREAS, KANKAKEE is an Illinois home rule municipality in Kankakee County, Illinois;

WHEREAS, CHANNAHON is an Illinois home rule municipality in Will and Grundy Counties, Illinois;

WHEREAS, on or around August 21, 2000, INSPIRED entered into an EDA with KANKAKEE (the “Kankakee-Inspired EDA”). Pursuant to the terms of the Kankakee-Inspired EDA, INSPIRED attracted RETAILERS to participate in a sales tax rebate program in KANKAKEE through Agency Agreements with INSPIRED;

WHEREAS, on or around February 5, 2001, INSPIRED entered into an EDA with CHANNAHON (the “Channahon-Inspired EDA”). Pursuant to the terms of the Channahon-Inspired EDA, INSPIRED attracted RETAILERS to participate in a sales tax rebate program in CHANNAHON through Agency Agreements with INSPIRED;

WHEREAS, RETAILERS contracting with INSPIRED through Agency Agreements pursuant to the Kankakee-Inspired EDA and/or the Channahon-Inspired EDA reported to the Illinois Department of Revenue that certain of their sales took place in KANKAKEE and/or CHANNAHON, and thereafter received rebates of certain taxes collected from their reported retail sales in those municipalities;

WHEREAS, the PLAINTIFFS assert that the RETAILERS subject to Agency Agreements with INSPIRED pursuant to the Kankakee-Inspired EDA and/or the Channahon-Inspired EDA engaged in the business of selling within one or more of the PLAINTIFFS' taxing jurisdictions, but improperly reported those sales as taking place in KANKAKEE and/or CHANNAHON;

WHEREAS, the PLAINTIFFS assert that, as a result of the mis-reporting of retail sales as taking place in KANKAKEE and/or CHANNAHON, the PLAINTIFFS lost sales tax revenues that would otherwise have been paid to them by the State of Illinois, as well as a 30% Public Transportation Fund match payable to the RTA pursuant to 70 ILCS 3615/4.09(a)(1)-(2);

WHEREAS, INSPIRED, RYAN, KANKAKEE, and CHANNAHON deny the impropriety of entering into the EDAs; deny that there has been any mis-sourcing or mis-reporting of retail sales; deny that they facilitated any mis-sourcing or mis-reporting of retail sales in any respect; and further deny that the PLAINTIFFS lost any sales tax revenue as a result of their actions;

WHEREAS, KANKAKEE and CHANNAHON contend that each has continually followed and abided by the laws of the State of Illinois and the regulations promulgated by the Illinois Department of Revenue regarding the sourcing and reporting of retail sales for tax purposes;

WHEREAS, the PLAINTIFFS brought suit against KANKAKEE, CHANNAHON, INSPIRED and others in the Circuit Court of Cook County, Illinois, as consolidated cases 2011 CH 29744 and 2011 CH 34266 (the "Lawsuit") alleging violations of Illinois statutory and common law, including violations of 65 ILCS 5/8-11-21, and losses due to the improper sourcing of sales taxes;

WHEREAS, KANKAKEE, CHANNAHON, INSPIRED and RYAN deny any wrongdoing or violation of law, and further deny any liability to PLAINTIFFS; and

WHEREAS, the aforementioned parties are desirous of resolving all contested matters presently existing in regard to KANKAKEE's and CHANNAHON's EDAs with INSPIRED;

NOW, THEREFORE, IT IS AGREED as follows:

1. The recitals set forth above are incorporated herein by reference and are made a part of this Agreement.
2. KANKAKEE, CHANNAHON, INSPIRED and RYAN shall cause to be paid to the PLAINTIFFS the sum of four hundred fifty thousand dollars (\$450,000.00) within fourteen (14) days of the Court approval referred to in Paragraph 7 below. Said payment shall be delivered and made payable to the RTA and the County of Cook for distribution among the PLAINTIFFS in any manner agreed to by and between the PLAINTIFFS.
3. Commencing not later than the date of execution of this Agreement, INSPIRED, RYAN, KANKAKEE, and CHANNAHON will terminate any and all agreements between and among them regarding the sourcing of sales taxes to KANKAKEE and/or CHANNAHON and will not re-enter, renew, or otherwise make operational the EDAs previously entered or any other agreement between and among them regarding the sourcing of sales taxes.

4. KANKAKEE and CHANNAHON agree to follow and abide by the laws of the State of Illinois and the regulations promulgated by the Illinois Department of Revenue regarding the sourcing and reporting of retail sales for tax purposes, as now in effect and to be amended and/or enacted in the future.
5. Notwithstanding anything to the contrary herein, this Agreement shall not preclude or prohibit KANKAKEE and CHANNAHON from entering into EDAs allowed by law.
6. If KANKAKEE and/or CHANNAHON determine at any time in the future to enter into an EDA or like agreement with a retail entity that engages in the business of selling within the RTA's six-county taxing jurisdiction, each agree to provide the RTA and all other PLAINTIFFS where the retailer has a retail location or warehouse with written notice of the terms of the contemplated EDA or like agreement at least 30 days before said EDA or like agreement is to become effective. Said written notice shall describe the contemplated sales activity and shall be delivered by e-mail to the persons identified in Exhibit A, attached hereto.
7. Within ten (10) business days following the parties' execution of this Agreement, the PLAINTIFFS shall file a motion to approve the settlement and this Agreement, along with an Agreed Order dismissing with prejudice all claims against INSPIRED, KANKAKEE, and CHANNAHON that relate to the Kankakee-Inspired EDA and the Channahon-Inspired EDA or that otherwise relate to or arise out of the activities of INSPIRED, RYAN or any RETAILER that received sales tax rebates from KANKAKEE and/or CHANNAHON directly or indirectly as a result of the Kankakee-Inspired EDA or the Channahon-Inspired EDA (Counts II and VIII of the Sixth Amended Complaint in 2011 CH 29744 and Counts II and VII of the Third Amended Complaint in 2011 CH 34266).
8. All other claims now pending in the Lawsuit that are unrelated to INSPIRED and RYAN are unaffected by this settlement.
9. Release of KANKAKEE and CHANNAHON--In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge KANKAKEE and CHANNAHON, and their successors, affiliates, related entities, subsidiaries, divisions, departments, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and elected officials ("KANKAKEE/CHANNAHON RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the KANKAKEE/CHANNAHON RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Kankakee-Inspired EDA or the Channahon-Inspired EDA, as well as the activities of INSPIRED, RYAN, and any RETAILER that received sales tax rebates from KANKAKEE and/or CHANNAHON directly or indirectly as a result of the Kankakee-Inspired EDA or the Channahon-Inspired EDA. Nothing herein shall be construed to release KANKAKEE and CHANNAHON from any obligations under this Agreement.

10. Release of INSPIRED, RYAN and the RETAILERS--In consideration for the above-described payment and the other consideration set forth herein, the PLAINTIFFS hereby fully and forever release, remise, acquit and discharge, INSPIRED, RYAN, and the RETAILERS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (the "INSPIRED RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which the PLAINTIFFS now hold or may at any time own or hold against the INSPIRED RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions occurring before the effective date of this Agreement governed by or implicating the Kankakee-Inspired EDA or the Channahon-Inspired EDA including, but not limited to, any matters relating in any way to the Lawsuit. Nothing herein shall be construed to release the INSPIRED RELEASED PARTIES from any obligations under this Agreement.
11. Release of PLAINTIFFS--In consideration of the rights, obligations and other terms as stated in this Agreement, KANKAKEE, CHANNAHON, INSPIRED and RYAN hereby fully and forever release, remise, acquit and discharge PLAINTIFFS and their successors, affiliates, related entities, subsidiaries, guarantors, sureties, insurers, members, principals, agents, past and present employees, representatives, attorneys, assigns, heirs, executors, officers and directors (collectively, "PLAINTIFF RELEASED PARTIES") from any and all claims, actions, causes of action, suits, set-offs, contributions, counterclaims, damages, debts, costs, expenses, attorneys' fees or other fees whatsoever, based on any legal or equitable theory, right of action or otherwise, asserted or unasserted, foreseen or unforeseen, accrued or not accrued, which KANKAKEE, CHANNAHON, INSPIRED or RYAN now hold or may at any time own or hold against the PLAINTIFF RELEASED PARTIES by reason of any acts, circumstances, facts, events or transactions relating to the Kankakee-Inspired EDA or the Channahon-Inspired EDA, as well as the activities of INSPIRED, RYAN and any RETAILER that received sales tax rebates from KANKAKEE and/or CHANNAHON directly or indirectly as a result of the Kankakee-Inspired EDA or the Channahon-Inspired EDA. Nothing herein shall be construed to release the PLAINTIFFS from any obligations under this Agreement.
12. The parties acknowledge and agree that this settlement shall in no way affect the distribution of funds or the assessment of liability that may be made pursuant to the Illinois Department of Revenue's pending and/or future audits of any of the released parties and/or related retailers.
13. The parties recognize that this Agreement is subject to disclosure upon request pursuant to the Illinois Freedom of Information Act.
14. Each and every term of this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.
15. Nothing in this Agreement can be construed as an admission or acknowledgement of wrongdoing or liability on behalf of KANKAKEE, CHANNAHON, INSPIRED, RYAN, or any RETAILER.

16. The RETAILERS are intended third-party beneficiaries of this Agreement, and may rely upon and avail themselves of the Release provided by this Agreement in any future litigation, or threatened litigation, with the PLAINTIFF RELEASED PARTIES. This Agreement may not be relied upon for any purpose by, or create any rights in, any other person who is not a party to this Agreement or a released party.
17. This Agreement constitutes the entire, complete and integrated statement of each and every term and provision agreed to by and among the parties and is not subject to any condition not provided for herein. This Agreement supersedes any prior representations, promises, or warranties (oral or otherwise) made by any party in respect to this matter, and no party shall be liable or bound to any other party for any prior representation, promise or warranty (oral or otherwise) except for those expressly set forth in this Agreement. This Agreement shall not be modified in any respect except by a writing executed by all parties hereto.
18. It is acknowledged that each party, with the assistance of competent counsel, has participated in the drafting of this Agreement. The parties agree that this Agreement has been negotiated at arms' length by parties of equal bargaining power, each of whom was represented by competent counsel of its own choosing. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.
19. The parties expressly declare and represent that they have read this Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement, that they approve and accept the terms and conditions contained herein, and that they enter into this Agreement willingly, knowingly, and without compulsion.
20. Should any of the provisions of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provisions shall be deemed not to be a part of this Agreement, unless the illegality or invalidity of the illegal or invalid part, term or provision causes this Agreement to fail of its essential purpose, in which case, this entire Agreement shall become invalid and shall be null and void. Should the Court deny the PLAINTIFFS' motion to approve the settlement, as required by Paragraph 7 above, this Agreement shall likewise be rendered invalid, null and void.
21. Each of the undersigned further declares and represents that he or she is competent to execute this instrument and that he or she is duly authorized, and has the full legal right and authority, to execute this Agreement on behalf of the party for whom he or she is signing.
22. The parties shall bear their own expenses, including costs and attorneys' fees, incurred in connection with the negotiation, drafting, and execution of this Agreement, and all matters relating to the subject matter herein.
23. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the

original signature pages shall thereafter be appended to this Agreement.

- 24. The parties agree that the terms of this Agreement are contractual and that any dispute as to its interpretation shall be interpreted in accordance with the laws of the State of Illinois, without regard for its choice of law rules.
- 25. The parties agree that any disputes regarding or arising out of this Agreement must be brought and heard in the Circuit Court of Cook County, Illinois and the parties hereby consent to the venue and exercise of jurisdiction over them by such courts.
- 26. Should any court of law find any term or clause invalid, that term or clause only shall be omitted from enforcement and all other terms and conditions herein will remain enforceable.

WHEREFORE, the parties set their hands as of the date first above written.

REGIONAL TRANSPORTATION AUTHORITY

INSPIRED DEVELOPMENT, LLC

By: _____

By: _____

Its: _____

Its: _____

COUNTY OF COOK

RYAN, LLC

By: _____

By: _____

Its: _____

Its: _____

VILLAGE OF FOREST VIEW

CITY OF KANKAKEE

By: _____

By: _____

Its: _____

Its: _____

VILLAGE OF TINLEY PARK

By: _____

Its: _____

VILLAGE OF LEMONT

By: _____

Its: _____

ELK GROVE VILLAGE

By: _____

Its: _____

VILLAGE OF HAZEL CREST

By: _____

Its: _____

VILLAGE OF CHANNAHON

By: _____

Its: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

VILLAGE OF MELROSE PARK

By: _____

Its: _____

VILLAGE OF NORTHBROOK

By: _____

Its: _____

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

| | | |
|--|---|--|
| The REGIONAL TRANSPORTATION AUTHORITY, an Illinois special purpose unit of government and municipal corporation, <i>et al.</i> , |) | |
| |) | |
| Plaintiffs, |) | Case No. 2011 CH 29744 |
| |) | |
| vs. |) | (Consolidated with Case No. 2011 CH 34266) |
| |) | |
| The CITY OF KANKAKEE, an Illinois home rule municipality, <i>et al.</i> , |) | Calendar 4 – Hon. Peter Flynn |
| |) | |
| Defendants. |) | |

**EXHIBIT A TO SETTLEMENT AGREEMENT AND RELEASE
PLAINTIFFS' CONTACT LIST**

1. The Regional Transportation Authority

RTA General Counsel and Deputy General Counsel: Nadine Lacombe, Allison Noback

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2. The County of Cook

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6. Village of Lemont

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7. Village of Northbrook

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8. Elk Grove Village

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9. Village of Hazel Crest

Village of Hazel Crest Village Manager: Donna M. Gayden
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10. Village of Melrose Park

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TO: Village Board
FROM: Chris Smith, Finance Director
THROUGH: George Schafer, Village Administrator
SUBJECT: Truth in Taxation Public Hearing for the 2016 Proposed Property Tax Levy

DATE: November 28, 2016

SUMMARY/ BACKGROUND

On October 17, 2016, the Village Board approved a proposed 2016 Property Tax Levy of \$3,185,423, which is 2.67% greater than the previous year. Since the Committee of the Whole meeting staff did change various line items; however, the total dollar amount did not change. Please see the attached worksheet.

Per State Statue, 35 ILCS 200/18-55, the Village is required to hold a truth and taxation public hearing if the Corporate Purpose and Tax Extension is greater than 105% of the previous year. The amount is not greater than 5%; however, in order to stay consistent with historical practices and for transparency purposes the Village is holding a public hearing. The attached public notice was published in the Lemont Suburban Life on November 18, 2016.

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan. The tax levy process ensures that the Village is levying required tax revenues. This process is consistent with the Financial Stability Strategic Priority.

Budget. The tax levy process is in the beginning of the budget process. The levy is inserted into the revenues of each particular fund.

STAFF RECOMMENDATION

Hold the public hearing and on December 12, 2016 the 2016 Property Tax Levy Ordinance as well as various Tax Levy Abatement Ordinances will be on the agenda for Board approval.

BOARD ACTION REQUESTED

Hold public hearing

ATTACHMENTS

1. Public Notice
2. 2016 Tax Levy Worksheet



NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR VILLAGE OF LEMONT

- I. A PUBLIC HEARING TO APPROVE A PROPOSED PROPERTY TAX LEVY INCREASE FOR THE VILLAGE OF LEMONT FOR 2016 WILL BE HELD ON NOVEMBER 28, 2016 AT 7:00 P.M. AT THE VILLAGE HALL 418 MAIN STREET LEMONT, ILLINOIS.

ANY PERSON DESIRING TO APPEAR AT THE PUBLIC HEARING AND PRESENT TESTIMONY TO THE TAXING DISTRICT MAY CONTACT CHARLENE SMOLLEN, VILLAGE CLERK, 418 MAIN STREET, LEMONT, ILLINOIS 60439 (630) 257-1590.

- II. THE CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES EXTENDED OR ABATED FOR 2015 WERE \$3,102,531.

THE PROPOSED CORPORATE AND SPECIAL PURPOSE PROPERTY TAXES TO BE LEVIED FOR 2016 ARE \$3,185,423. THIS REPRESENTS A 2.67% INCREASE OVER THE PREVIOUS YEAR.

- III. THE PROPERTY TAXES EXTENDED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2015 WERE \$0.00.

THE ESTIMATED PROPERTY TAXES TO BE LEVIED FOR DEBT SERVICE AND PUBLIC BUILDING COMMISSION LEASES FOR 2016 ARE \$ 0.00. THIS REPRESENTS A 0% INCREASE OVER THE PREVIOUS YEAR.

- IV. THE TOTAL PROPERTY TAXES EXTENDED OR ABATED FOR 2015 WERE \$3,102,531.

THE ESTIMATED TOTAL PROPERTY TAXES TO BE LEVIED FOR 2016 ARE \$3,185,423. THIS REPRESENTS A 2.67% INCREASE OVER THE PREVIOUS YEAR.

Village of Lemont
2016 Tax Levy

| Tax Levy Year | Rate | Tax Extensions | | | | | | New | % change from |
|---------------------|---------|----------------|-----------|-----------|-----------|-----------|----------------|---------------|---------------|
| | Ceiling | 2011 | 2012 | 2013 | 2014 | 2015 | 2016** initial | 2016 Proposed | 2015 |
| Corporate | 0.4375 | 1,378,191 | 1,307,411 | 1,238,773 | 1,306,336 | 1,417,091 | 1,307,562 | 1,359,153 | -4.1% |
| Garbage | 0.2000 | - | | | | | | | 0.0% |
| Police Pension | | 502,252 | 515,074 | 644,119 | 645,091 | 668,528 | 766,765 | 766,765 | 14.7% |
| IMRF | | 161,009 | 290,041 | 303,115 | 320,461 | 326,417 | 342,738 | 342,738 | 5.0% |
| Street and Bridge | 0.1400 | 125,563 | 125,018 | 126,298 | 127,142 | 126,591 | 126,591 | 100,000 | -21.0% |
| Police Protection | 0.6000 | 181,435 | 180,026 | 181,553 | 182,897 | 182,563 | 182,563 | 182,563 | 0.0% |
| Civil Defense | 0.0500 | 7,810 | 7,778 | 8,419 | 8,858 | 8,369 | 4,000 | 4,000 | -52.2% |
| Social Security | | 60,078 | 87,234 | 91,566 | 96,920 | 101,482 | 250,000 | 225,000 | 121.7% |
| Auditing | | 25,232 | 25,003 | 25,259 | 25,532 | 25,109 | 25,109 | 25,109 | 0.0% |
| Liability Insurance | | 61,279 | 61,675 | 62,096 | 62,529 | 62,249 | 62,249 | 62,249 | 0.0% |
| Street Lighting | 0.0500 | 64,884 | 65,009 | 66,306 | 66,697 | 66,434 | 60,000 | 60,000 | -9.7% |
| Crossing Guards | 0.0200 | 7,810 | 7,778 | 7,893 | 8,337 | 7,846 | 7,846 | 7,846 | 0.0% |
| Working Cash | 0.0007 | - | | | | | | | |
| Workers Comp | | 114,148 | 113,905 | 114,720 | 115,678 | 109,852 | 50,000 | 50,000 | -54.5% |
| | | 2,689,691 | 2,785,952 | 2,870,117 | 2,966,478 | 3,102,531 | 3,185,423 | 3,185,423 | 2.67% |

Dollar change from 2015

\$ 82,892