

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

December 12, 2016 – 7:00 PM

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

AGENDA

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
 - A. Approval of Minutes
 1. November 28, 2016 Village Board Meeting Minutes
 - B. Approval of Disbursements
 - C. An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay Debt Service on \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois
 - D. An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay Debt Service on \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source), and \$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois
 - E. An Ordinance Abating the Tax Heretofore Levied For the Year 2016 to Pay Debt Service on \$1,755,000 General Obligation Bonds, Series 2010 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois
 - F. An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay Debt Service on \$5,000,000 General Obligation Waterworks and Sewerage Bonds (Alternate Revenue Source), Series 2010A and Build America Bonds

Direct Payment) of the Village of Lemont, Cook, Will and Du Page Counties, Illinois

- G. An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay Debt Service on \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois
- H. An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay Debt Service on \$3,400,000 General Obligation Bonds, Series 2012C (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois
- I. An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay Debt Service on \$955,000 General Obligation Refunding Bonds, Series 2014A (Alternate Revenue Source), and \$960,000 Taxable General Obligation Refunding Bonds, Series 2014B (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois
- J. An Ordinance Abating the Tax Heretofore Levied for the Year 2016 to Pay Debt Service on \$1,430,000 Special Service Area No. 1 (Route 83 and Main Street) Special Ad Valorem Tax Bonds, Series 2009, of the Village of Lemont, Cook, Du Page, and Will Counties, Illinois
- K. An Ordinance Abating The Tax Heretofore Levied For The Year 2016 To Pay Debt Service On \$5,580,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2015A and \$2,690,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015B and \$1,180,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015C of the Village of Lemont, Cook, Du Page and Will Counties, Illinois
- L. An Ordinance for the Levying and Assessing of Taxes for the Village of Lemont, Cook, Will and Du Page Counties, Illinois, for the Current Fiscal Year Commencing May 1, 2016, and Ending on April 30, 2017
- M. An Ordinance Establishing a Street and Bridge Tax
- N. An Ordinance Establishing a Street Lighting Tax
- O. An Ordinance Approving a Lease to West Shore Pipe Line Company (Canal Lease)
- P. An Ordinance Amending the Lemont Municipal Code (Title 2- Administration and Personnel)
- Q. A Resolution Amending the Village of Lemont Personnel Manual (Travel Policy)

- R. A Resolution Accepting Public Improvements and Releasing the Letter of Credit for Woodglen II
- S. A Resolution Authorizing a Reduction of a Letter of Credit for the Estates of Montefiori Subdivision
- T. A Resolution Accepting a Public Utility Easement (Kettering Subdivision Lot 253 Public Utility Easement)
- U. A Resolution Authorizing Execution of an Intergovernmental Agreement between the Village of Lemont and Cook County for the Provision of Environmental Health Inspectional Services
- V. A Resolution Authorizing the Addition of the National Public Pension Fund Association 457 Deferred Compensation Plan as a Deferred Compensation Plan for Village Employees
- W. A Resolution Accepting IDOT Compliance Review No. 57 Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2010 to December 31, 2015
- X. A Resolution Authorizing Transfer of Funds to Motor Fuel Tax (MFT) Fund for the Period January 1, 2010 to December 31, 2015

IV. Mayor's Report

- A. Public Hearing – Village of Lemont, Cook, Will and DuPage Counties, Illinois, Proposed Approval of the Main Street/Archer Avenue Redevelopment Project Area Tax Increment Financing Eligibility Study, and Redevelopment Plan and Project
- B. Public Hearing for Intergovernmental Cooperative Planning and Boundary Agreement Between the Village of Lemont and the City of Lockport
- C. Audience Participation

V. Clerk's Report

- A. Correspondence
- B. Ordinances
 - 1. An Ordinance Authorizing an Intergovernmental Cooperative Planning and Boundary Agreement Between the Village of Lemont and the City of Lockport (Admin.)(Reaves)(Schafer/Stein)
 - 2. An Ordinance Granting Variations to §17.07.010 of the UDO to Allow for Reduced Lot Sizes and Interior Side Yard Setbacks at 645 4th Street

in Lemont, Illinois (645 4th St. Variations)
(Planning & ED)(Stapleton)(Stein/Valone)

C. Resolutions

1. A Resolution Approving a Plat of Subdivision for a Property Located at 645 4th Street in Lemont, Illinois (645 4th St. Resubdivision)
(Planning & ED)(Stapleton)(Stein/Valone)
2. A Resolution Authorizing Award of Contract for Bridge Repair Derby Road Over Pine Needles Drive
(Public Works)(Blatzer)(Pukula)

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 28, 2016
7:00 p.m.

The regular meeting of the Lemont Village Board was held on Monday, November 28, 2016 at 7:00 p.m., with Mayor Pro-Tem Paul Chialdikas presiding.

I. **PLEDGE OF ALLEGIANCE**

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

III. **CONSENT AGENDA**

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

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. Ordinance O-38-16 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. Resolution R-63-16 Authorizing Award of Contract for I&M Canal Trail – South Plaza

E. Resolution R-64-16 Approving a Professional Services Agreement with Ruettiger, Tonellia & Associates, Inc. (RTA Services Agreement)

F. Resolution R-65-16 Approving a Professional Services Agreement with Crawford, Murphy & Tilly, Inc.

G. Resolution R-66-16 for Village Work Performed on State Highways Pursuant to Illinois Department of Transportation Rules and Regulations

H. Resolution R-67-16 Authorizing the Liquor Control Commissioner to Rebate Certain License Fees

I. Resolution R-68-16 Approving Settlement Agreement and Release (*RTA et.al. v. City of Kankakee*)

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

IV. **MAYOR'S REPORT**

- A. The Oath of Office for Officer Brian Kondrat Promotion to Sergeant was given.
- B. Truth in Taxation Public Hearing for the 2016 Proposed Tax Levy
Motion made by Stapleton, seconded by Blatzer to open said hearing at 7:05 p.m.
VV 5 ayes: Motion passed. Sniegowski absent.

Public Comment – None

Motion made by Stapleton, seconded by Blatzer to close public hearing at 7:10 p.m.
VV 5 ayes. Motion passed. Sniegowski absent.

- C. Audience Participation
 - 1. John Miller of 35 W. Eureka spoke to the board about talking to the Mayor and asking him to resign since he has missed all November meetings and most likely will miss many more to come.
- D. Mentioned the Village website to find out all information available.

V. Clerk's Report

- A. Correspondence – None.

VI. Village Corporation Counsel/Deputy Village Administrator Report

VII. Village Administrator Report

VIII. Board Reports

IX. Staff Reports

- A. Police Department

- 1. December is drunk and drug awareness month.

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. Sniegowski absent.

Payment Register

From Payment Date: 11/28/2016 - To Payment Date: 11/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Receipts - Village Receipts									
<u>EFT</u>									
34	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$101,595.00		
	Invoice		Date	Description		Amount			
	16-11-01 3109		11/01/2016	Series 2008 BI #3109		\$101,595.00			
35	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$142,128.75		
	Invoice		Date	Description		Amount			
	16-11-01 2914		11/01/2016	Series 2007 BI #2914		\$142,128.75			
36	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$266,131.25		
	Invoice		Date	Description		Amount			
	16-11-01 4427		11/01/2016	Series 2010A BI #4427		\$266,131.25			
37	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$82,653.75		
	Invoice		Date	Description		Amount			
	16-11-01 4131		11/01/2016	Series 2010 BI #4131		\$82,653.75			
38	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$96,650.00		
	Invoice		Date	Description		Amount			
	16-11-07 5517		11/01/2016	Series 2014A BI #5517		\$96,650.00			
39	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$62,870.00		
	Invoice		Date	Description		Amount			
	16-11-01 5848		11/01/2016	Series 2015B BI #5848		\$62,870.00			
40	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$368,302.50		
	Invoice		Date	Description		Amount			
	16-11-01 4984		11/01/2016	Series 2012C BI #4984		\$368,302.50			
41	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$18,500.00		
	Invoice		Date	Description		Amount			
	16-11-01 5518		11/01/2016	Series 2014B BI #5518		\$18,500.00			
42	11/28/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$308,005.00		
	Invoice		Date	Description		Amount			
	16-11-01 3079		11/01/2016	Series 2007A BI #3079		\$308,005.00			
43	11/29/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$117,512.50		
	Invoice		Date	Description		Amount			
	16-11-01 3373		11/29/2016	Series 2009 SSA BI #3373		\$117,512.50			
44	11/29/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$27,920.00		
	Invoice		Date	Description		Amount			
	16-11-01 5849		11/29/2016	Series 2015C BI #5849		\$27,920.00			

Payment Register

From Payment Date: 11/28/2016 - To Payment Date: 11/29/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
45	11/29/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$393,425.00		
	Invoice		Date	Description		Amount			
	16-11-01 5847		11/29/2016	Series 2015A BI #5847		\$393,425.00			

Type EFT Totals:

FM-Receipts - Village Receipts Totals

12 Transactions

\$1,985,693.75

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$1,985,693.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$1,985,693.75	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$1,985,693.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$1,985,693.75	\$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$1,985,693.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	12	\$1,985,693.75	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	12	\$1,985,693.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	12	\$1,985,693.75	\$0.00

Payment Register

From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
FM-Clearing - Accounts Payable									
Check									
15061	12/12/2016	Open			Accounts Payable	5th Avenue Construction	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000083		11/28/2016	refund clean up deposit		\$1,000.00			
15062	12/12/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$1,225.00		
	Invoice		Date	Description		Amount			
	16-12-01 9007		12/01/2016	2007A Bond Fees #9007		\$475.00			
	16-12-01 7004		12/01/2016	2010A bond fees #7004		\$750.00			
15063	12/12/2016	Open			Accounts Payable	American Environmental Corporation	\$1,170.00		
	Invoice		Date	Description		Amount			
	367016-0006		10/31/2016	OAN consulting		\$1,170.00			
15064	12/12/2016	Open			Accounts Payable	Ashbury Woods Development LLC	\$2,000.00		
	Invoice		Date	Description		Amount			
	2016-00000224		12/01/2016	refund clean up deposit - 721 Woodglen Ln		\$1,000.00			
	2016-00000040		12/01/2016	refund clean up deposit - 634 Woodglen Ct		\$1,000.00			
15065	12/12/2016	Open			Accounts Payable	AT&T	\$1,194.13		
	Invoice		Date	Description		Amount			
	63025719821116		11/25/2016	630 257-1982 589 2 ruffled fthrs l/s		\$114.21			
	63025704361116		11/25/2016	630 257-0436 056 6 glens of connemara l/s		\$120.26			
	63025795391116		11/25/2016	630 257-9539 074 6 keepataw trails l/s		\$114.02			
	63025759361116		11/25/2016	630 257-5936 976 9 well #4		\$124.88			
	63025752721116		11/25/2016	630 257-5272 181 8 metra station security cameras		\$130.69			
	63025752711116		11/25/2016	630 257-5271 183 5 harpers grove l/s		\$120.05			
	63025722901116		11/25/2016	630 257-2290 820 6 well #3		\$179.87			
	63025724741116		11/25/2016	630 257-2474 474 0 p.d. backup phone line		\$290.15			
15066	12/12/2016	Open			Accounts Payable	Avalon Petroleum Company	\$2,493.47		
	Invoice		Date	Description		Amount			
	556956		11/14/2016	1425 gals unl fuel		\$2,493.47			
15067	12/12/2016	Open			Accounts Payable	Carey C. Cosentino, PC	\$2,000.00		
	Invoice		Date	Description		Amount			
	16-12-01		12/01/2016	Nov 2016 legal		\$2,000.00			
15068	12/12/2016	Open			Accounts Payable	Caribbean Pools Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000312		11/30/2016	refund clean up deposit - 1335 Acorn St		\$1,000.00			
15069	12/12/2016	Open			Accounts Payable	CDW Government, LLC	\$16,014.38		
	Invoice		Date	Description		Amount			
	FRW7132		10/19/2016	mdse return		(\$63.30)			
	GDK0237		12/01/2016	software		\$240.62			
	GDK6437		12/01/2016	returned mdse FXP8387		(\$158.64)			
	FXM9136		11/10/2016	software		\$9,811.50			
	FPC1243		10/06/2016	computer parts		\$56.48			
	FPS7605		10/10/2016	computer parts		\$39.64			
	FWN3984		11/07/2016	software		\$3,613.73			
	FXP8387		11/10/2016	computer		\$1,930.32			
	FZG0664		11/15/2016	computer parts		\$408.97			
	GBP3145		11/21/2016	computer parts		\$135.06			

Payment Register

From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15070	12/12/2016	Open			Accounts Payable	Chipain's Finer Foods	\$218.98		
	Invoice		Date	Description		Amount			
	16-11-01		11/01/2016	0036 - Oct fresh fruit purchases		\$116.53			
	16-12-01		12/01/2016	0036 - Nov fresh fruit purchases, misc		\$102.45			
15071	12/12/2016	Open			Accounts Payable	Christopher B. Burke Engineering, Ltd.	\$16,824.75		
	Invoice		Date	Description		Amount			
	132816		11/14/2016	IMTT culvert		\$16,824.75			
15072	12/12/2016	Open			Accounts Payable	Cintas Corporation	\$142.45		
	Invoice		Date	Description		Amount			
	5006667011		11/30/2016	supplies		\$71.18			
	5006507792		11/23/2016	0010696710 - first aid cabinet refill		\$71.27			
15073	12/12/2016	Open			Accounts Payable	Closed Circuit Innovations	\$2,430.00		
	Invoice		Date	Description		Amount			
	DEC2016		11/08/2016	Monthly Service Agreement		\$2,430.00			
15074	12/12/2016	Open			Accounts Payable	Comcast	\$576.61		
	Invoice		Date	Description		Amount			
	16-11-1615		11/24/2016	8771 20 147 0001615 v.h. cable TV		\$29.52			
	16-11-8896		11/22/2016	8771 20 147 0138896 p.w. cable/internet		\$455.68			
	16-11-3371		11/26/2016	8771 20 147 0343371 p.d. digital voice		\$91.41			
15075	12/12/2016	Open			Accounts Payable	ComEd	\$1,510.22		
	Invoice		Date	Description		Amount			
	16-11-8014		11/23/2016	3909078014 - street lights - illinois, e of stephen		\$25.38			
	16-11-0007		11/23/2016	1173160007 - street lights - talcott, e of stephen		\$165.03			
	16-11-4052		11/23/2016	2163104052 - street lights - stephen st 1 S river		\$67.57			
	16-11-6066		11/28/2016	1763156066 - 0 Main St, Stephen St (Master Acct)		\$286.38			
	16-11-7008		11/28/2016	1274527008 - street lights - Stephen, Sani Canal		\$9.01			
	16-11-6007		11/28/2016	7710116007 - street lights - Stephen St, alley off canal		\$88.12			
	16-11-4007		11/28/2016	2834014007 - street lights - Lite Rte 25 1080 Norwalk Rd		\$638.12			
	16-11-8023		11/28/2016	2124138023 - street lights - 164 E Peiffer		\$44.02			
	16-12-7033		12/01/2016	2213017033 - Main St lift station - bell rd, main st		\$75.72			
	16-12-0155		12/02/2016	1515080155 - street lights - 451 Talcott		\$20.41			
	16-12-3015		12/02/2016	0432203015 - street lights - 44 Stephen St		\$90.46			
15076	12/12/2016	Open			Accounts Payable	Constellation Energy Services Inc	\$18,239.68		
	Invoice		Date	Description		Amount			
	71689815		11/30/2016	IL-EL-1132881-0 - electricity - Nov 2016		\$18,239.68			
15077	12/12/2016	Open			Accounts Payable	Construction Management Corp	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000608		11/30/2016	refund clean up deposit - 15900 127th St		\$1,000.00			
15078	12/12/2016	Open			Accounts Payable	Courtney's Safety Lane Inc	\$140.00		
	Invoice		Date	Description		Amount			
	8107		11/16/2016	safety inspections		\$35.00			
	8136		11/23/2016	safety inspection		\$70.00			
	8108		11/17/2016	safety inspection		\$35.00			

Payment Register

From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15079	12/12/2016	Open			Accounts Payable	Crawford, Murphy, Tilly, Inc.	\$10,438.65		
	Invoice		Date	Description		Amount			
	111603		11/21/2016	Derby Rd bridge inspections		\$1,282.18			
	111604		11/21/2016	2015 MWRD IICP reporting		\$9,156.47			
15080	12/12/2016	Open			Accounts Payable	Cross Points Sales, Inc.	\$2,875.00		
	Invoice		Date	Description		Amount			
	30285		11/21/2016	smoke detectors		\$2,875.00			
15081	12/12/2016	Open			Accounts Payable	Crystal Maintenance Services Corporation	\$3,260.00		
	Invoice		Date	Description		Amount			
	24180		11/15/2016	December 2016 Cleaning		\$3,260.00			
15082	12/12/2016	Open			Accounts Payable	Currie Motors	\$83,421.00		
	Invoice		Date	Description		Amount			
	H9784		11/30/2016	Ford F-550		\$83,421.00			
15083	12/12/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$602.00		
	Invoice		Date	Description		Amount			
	52495035		11/28/2016	25243175 copier maintenance		\$602.00			
15084	12/12/2016	Open			Accounts Payable	DuPage Mayors and Managers Conference	\$40.00		
	Invoice		Date	Description		Amount			
	9679		11/11/2016	DMMC meeting		\$40.00			
15085	12/12/2016	Open			Accounts Payable	Dustcatchers, Inc.	\$68.10		
	Invoice		Date	Description		Amount			
	25912		11/23/2016	2052 - p.d. carpet mat service		\$68.10			
15086	12/12/2016	Open			Accounts Payable	Dynegy Energy Services LLC	\$3,807.60		
	Invoice		Date	Description		Amount			
	153917616111		11/30/2016	GMCVLG1004		\$3,807.60			
15087	12/12/2016	Open			Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	\$3,861.00		
	Invoice		Date	Description		Amount			
	2013558-184		11/28/2016	I.T. Support		\$1,132.50			
	2013558-149		11/21/2016	I.T. Support		\$2,728.50			
15088	12/12/2016	Open			Accounts Payable	Halper, Peggy	\$301.00		
	Invoice		Date	Description		Amount			
	0085		11/25/2016	11/16/16 PZC minutes		\$301.00			
15089	12/12/2016	Open			Accounts Payable	Hoppy's Landscaping	\$23,645.00		
	Invoice		Date	Description		Amount			
	6799		11/25/2016	culvert repairs		\$10,100.00			
	6800		11/25/2016	additional work 13106 Red Dr		\$1,625.00			
	6803		11/28/2016	Canal bike path		\$11,920.00			
15090	12/12/2016	Open			Accounts Payable	Illinois Plumbing Inspectors Association	\$50.00		
	Invoice		Date	Description		Amount			
	2017		12/07/2016	membership dues - 058-197293 M Haidacher		\$50.00			

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From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15091	12/12/2016	Open			Accounts Payable	Illinois Public Safety Agency Network	\$120.00		
	Invoice		Date	Description		Amount			
	00041220		12/01/2016	Investigations		\$120.00			
15092	12/12/2016	Open			Accounts Payable	Illinois State Toll Highway Authority	\$29.00		
	Invoice		Date	Description		Amount			
	G16755428		10/05/2016	783045332 - 7/1/16-9/30/16 tolls		\$21.40			
	G127000000136		09/30/2016	183045332 - 7/1/16-9/30/16 tolls		\$7.60			
15093	12/12/2016	Open			Accounts Payable	IRMA	\$6,641.33		
	Invoice		Date	Description		Amount			
	SALES0015643		10/31/2016	Oct optional deductible		\$4,888.28			
	IVC0009880		10/31/2016	training		\$215.00			
	SALES0015603		11/29/2016	Oct deductible		\$1,538.05			
15094	12/12/2016	Open			Accounts Payable	K&A Lawn Care & General Services	\$90.00		
	Invoice		Date	Description		Amount			
	2189		10/31/2016	Oct 2016 Quarry Area mowing		\$90.00			
15095	12/12/2016	Open			Accounts Payable	K-Five Construction Corporation	\$9,315.08		
	Invoice		Date	Description		Amount			
	1000995MB		11/10/2016	blacktop		\$4,209.06			
	1000999MB		11/14/2016	blacktop		\$4,706.91			
	1001004MB		11/15/2016	blacktop		\$399.11			
15096	12/12/2016	Open			Accounts Payable	LEAF	\$954.49		
	Invoice		Date	Description		Amount			
	6950700		11/20/2016	046-2580918-002		\$676.51			
	6950699		11/20/2016	046-2580918-001		\$277.98			
15097	12/12/2016	Open			Accounts Payable	Martino Concrete Company	\$15,986.55		
	Invoice		Date	Description		Amount			
	1694		12/03/2016	sidewalk and curb repair		\$12,486.55			
	1695		12/03/2016	13106 Red Dr driveway repair		\$3,500.00			
15098	12/12/2016	Open			Accounts Payable	Menards	\$105.62		
	Invoice		Date	Description		Amount			
	96629		11/22/2016	supplies		\$25.60			
	96324		11/17/2016	Building Supplies		\$80.02			
15099	12/12/2016	Open			Accounts Payable	Metropolitan Industries Inc	\$30.00		
	Invoice		Date	Description		Amount			
	0000316306		11/14/2016	Data Service Fee		\$30.00			
15100	12/12/2016	Open			Accounts Payable	Midwest Leadership Institute	\$8,400.00		
	Invoice		Date	Description		Amount			
	6		11/21/2016	leadership training		\$8,400.00			
15101	12/12/2016	Open			Accounts Payable	Midwest Paving Equipment, Inc	\$32,663.00		
	Invoice		Date	Description		Amount			
	1090		11/30/2016	hot box trailer		\$32,663.00			
15102	12/12/2016	Open			Accounts Payable	Motorola Solutions - Starcom21 Network	\$340.00		
	Invoice		Date	Description		Amount			
	262669302016		11/01/2016	Star Com		\$340.00			

Payment Register

From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15103	12/12/2016	Open			Accounts Payable	Napa Auto Parts	\$232.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10000134534		11/29/2016		parts subscription service		\$149.00		
	617871		11/22/2016		parts		\$59.19		
	617883		11/22/2016		parts		\$23.97		
15104	12/12/2016	Open			Accounts Payable	NiCor Gas	\$190.57		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	16/11-8700 1		11/21/2016		93-56-54-8700 1 smith farms l/s		\$24.04		
	16/11-8700 1(2)		11/29/2016		93-56-54-8700 1 smith farms l/s		\$22.76		
	16/12-2000 4		12/01/2016		04-46-52-2000 4 well #4		\$68.82		
	16/11-2000 8(2)		11/30/2016		37-54-52-2000 8 well #3		\$49.03		
	16/11-2382 4		11/30/2016		88-84-93-2382 4 glens of connemara l/s		\$25.92		
15105	12/12/2016	Open			Accounts Payable	Northern Illinois University	\$2,310.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PR1004371		12/01/2016		G5B70254		\$2,310.00		
15106	12/12/2016	Open			Accounts Payable	Novotny Engineering	\$10,982.40		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	14267-11		10/18/2016		McCarthy Rd bicycle lanes		\$6,175.98		
	14268-7		10/18/2016		ComEd path		\$4,726.92		
	16473-1		10/21/2016		Archer & Derby		\$79.50		
15107	12/12/2016	Open			Accounts Payable	Occupational Health Centers of Illinois. P.C.	\$167.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	1009776074		11/08/2016		Random Drug Test		\$167.00		
15108	12/12/2016	Open			Accounts Payable	Office Depot	\$63.26		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	879290100001		11/15/2016		Supplies		\$53.87		
	868174709002		11/04/2016		supplies		\$9.39		
15109	12/12/2016	Open			Accounts Payable	Orange Crush, LLC	\$635.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	22119		11/18/2016		blacktop		\$263.12		
	20393		10/31/2016		blacktop		\$175.56		
	22715		11/30/2016		blacktop		\$196.68		
15110	12/12/2016	Open			Accounts Payable	PCM/TigerDirect Business	\$2,779.44		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	S99299200101		11/21/2016		hard drives		\$1,399.85		
	S99530190101		11/22/2016		controller		\$524.12		
	S98963780101		10/20/2016		computer & warranty		\$855.47		
15111	12/12/2016	Open			Accounts Payable	Piaskowy, Margarita, L	\$95.90		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	201646		11/18/2016		Commissions for art work sold		\$95.90		
15112	12/12/2016	Open			Accounts Payable	Rag's Electric	\$2,180.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	20993		11/16/2016		Electric for Budnik Plaza		\$2,180.00		

Payment Register

From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15113	12/12/2016	Open			Accounts Payable	Rainbow Printing	\$440.90		
	Invoice		Date	Description		Amount			
	412228		11/23/2016	imprinted regular, window and kraft envelopes		\$440.90			
15114	12/12/2016	Open			Accounts Payable	Razor Image	\$1,662.00		
	Invoice		Date	Description		Amount			
	16-08-26		08/26/2016	banners/signs for Heritage Quarries		\$80.00			
	16-09-30		09/30/2016	signs/banners		\$885.00			
	16-10-31		10/31/2016	sign boards		\$179.00			
	16-12-02		12/02/2016	signs		\$518.00			
15115	12/12/2016	Open			Accounts Payable	RCM Data Corporation	\$922.84		
	Invoice		Date	Description		Amount			
	IN61045		11/22/2016	Xerox Service Contract		\$879.00			
	IN61040		11/22/2016	supplies for Phaser printer		\$43.84			
15116	12/12/2016	Open			Accounts Payable	Royal Plumbing, Inc.	\$431.80		
	Invoice		Date	Description		Amount			
	14215		11/04/2016	RP2 & Sprinkler Test PD		\$431.80			
15117	12/12/2016	Open			Accounts Payable	RR Donnelley	\$175.71		
	Invoice		Date	Description		Amount			
	281280210		11/22/2016	tax forms		\$175.71			
15118	12/12/2016	Open			Accounts Payable	Shred-It USA, LLC	\$40.00		
	Invoice		Date	Description		Amount			
	8121230862		11/22/2016	v. h. shredding		\$40.00			
15119	12/12/2016	Open			Accounts Payable	Southwest Central Dispatch	\$26,719.50		
	Invoice		Date	Description		Amount			
	16-11-15		11/15/2016	Dec 2016 assessment		\$26,719.50			
15120	12/12/2016	Open			Accounts Payable	State Fire Marshal	\$100.00		
	Invoice		Date	Description		Amount			
	9566148		12/01/2016	annual certification - Village Hall		\$100.00			
15121	12/12/2016	Open			Accounts Payable	T.P.I. Building Code Consultants, Inc.	\$7,531.08		
	Invoice		Date	Description		Amount			
	201611		12/01/2016	Nov 2016 reviews and inspections		\$7,531.08			
15122	12/12/2016	Open			Accounts Payable	Teska Associates Inc.	\$9,947.00		
	Invoice		Date	Description		Amount			
	7331		11/22/2016	I & M Canal South Plaza		\$9,947.00			
15123	12/12/2016	Open			Accounts Payable	The UPS Store	\$13.28		
	Invoice		Date	Description		Amount			
	00000003244		10/13/2016	shipping - Radar Units		\$13.28			
15124	12/12/2016	Open			Accounts Payable	Tressler, LLP	\$31,926.23		
	Invoice		Date	Description		Amount			
	377761		11/14/2016	Oct 2016 legal		\$31,926.23			
15125	12/12/2016	Open			Accounts Payable	Village of Orland Park	\$65.00		
	Invoice		Date	Description		Amount			
	22022832		11/15/2016	Prisoner Watch		\$65.00			

Payment Register

From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
15126	12/12/2016	Open			Accounts Payable	Vision Service Plan	\$1,277.10		
	Invoice		Date	Description		Amount			
	16-11-16		11/16/2016	Dec 2016 vision insurance premiums		\$1,277.10			
15127	12/12/2016	Open			Accounts Payable	Water Resources Inc.	\$3,819.52		
	Invoice		Date	Description		Amount			
	30989		11/22/2016	meters		\$3,819.52			
15128	12/12/2016	Open			Accounts Payable	Tebos Evergreens	\$706.18		
	Invoice		Date	Description		Amount			
	11282016		11/28/2016	LGC purchase of wreaths and boughs		\$706.18			
15129	12/12/2016	Open			Accounts Payable	Garcia, Paulette	\$124.15		
	Invoice		Date	Description		Amount			
	16-12-07		12/07/2016	reimbursement - Target purchase - light strings		\$124.15			
15130	12/12/2016	Open			Accounts Payable	Lemont Area Chamber of Commerce	\$175.00		
	Invoice		Date	Description		Amount			
	114161		11/03/2016	membership dues		\$175.00			
15131	12/12/2016	Open			Accounts Payable	United States Postal Service	\$3,400.00		
	Invoice		Date	Description		Amount			
	16-12-05		11/29/2016	postage meter refill		\$3,400.00			
15132	12/12/2016	Open			Accounts Payable	Bendsten, Joel	\$200.00		
	Invoice		Date	Description		Amount			
	16-05-07		05/07/2016	1st Place Prize - Overall Male 10 Mile		\$200.00			
15133	12/12/2016	Open			Accounts Payable	Hawthorne, Jeff	\$100.00		
	Invoice		Date	Description		Amount			
	0211		12/05/2016	DJ & PA support		\$100.00			
15134	12/12/2016	Open			Accounts Payable	Minnich Mechanical Design	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000296		12/05/2016	refund clean up deposit - 500 Lemont St		\$1,000.00			
15135	12/12/2016	Open			Accounts Payable	Raincoat Roofing Systems Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000870		11/28/2016	refund clean up deposit - 12725 Bell Rd		\$1,000.00			
15136	12/12/2016	Open			Accounts Payable	Tempo Development Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2015-00000825		11/28/2016	refund clean up deposit - 13057 Birch Path Ct		\$1,000.00			
15137	12/12/2016	Open			Accounts Payable	Tempo Development Inc	\$1,000.00		
	Invoice		Date	Description		Amount			
	2016-00000061		12/05/2016	refund clean up deposit - 13020 Birch Path Ct		\$1,000.00			
15138	12/12/2016	Open			Accounts Payable	Stein, Jeffrey	\$100.00		
	Invoice		Date	Description		Amount			
	16-11-30		11/30/2016	reimbursement - ILGLA membership		\$100.00			
Type Check Totals:						78 Transactions	\$389,737.47		
<u>EFT</u>									
225	12/01/2016	Open			Accounts Payable	Citi Cards	\$76.23		
	Invoice		Date	Description		Amount			
	16-11-03		11/03/2016	bal due - membership fee		\$76.23			

Payment Register

From Payment Date: 11/29/2016 - To Payment Date: 12/12/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
226	12/12/2016	Open			Accounts Payable	Quicket Solutions, Inc.	\$3,336.67		
	Invoice		Date	Description		Amount			
	1013		11/30/2016	monthly charge		\$3,336.67			

Type EFT Totals:
FM-Clearing - Accounts Payable Totals

2 Transactions

\$3,412.90

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$389,737.47	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$389,737.47	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$3,412.90	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	2	\$3,412.90	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	80	\$393,150.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	80	\$393,150.37	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$389,737.47	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$389,737.47	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	2	\$3,412.90	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	2	\$3,412.90	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	80	\$393,150.37	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	80	\$393,150.37	\$0.00

TO: Village Board
FROM: Chris Smith, Finance Director
THROUGH: George Schafer, Village Administrator
SUBJECT: 2016 Finance Ordinances

DATE: December 12, 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. The truth and taxation public hearing was held on November 27, 2016.

The final step to the tax levy process is for the Board to pass the attached ordinances.

1. **Ordinances Abating Taxes-** Each year the Board abates debt service tax levies. For 2016 tax levy year there are nine (9) tax levy abatement ordinances. These ordinances abate taxes related to various alternative revenue bonds the Village has. The Village has enough funds through other dedicated alternative revenues to pay for all debt schedules. For the 2016 Property Tax Levy the total debt service levy for the Village is \$0.
2. **2016 Ordinance for Levying and Assessing of Taxes-** On October 17, 2016 staff provided to the Board the 2016 Tax Levy Estimate for their consideration. The total levy was formulated by the requirements of PTELL and an estimated growth component. Passage of tonight's Ordinance is the final step to the process.
3. **Ordinance establishing a Street and Bridge Tax; Ordinance Establishing a Street Lighting Tax-** A Street and Bridge Tax and a Street Lighting Tax is included in the Village's overall 2016 Property Tax Levy. As part of this process, the Board must pass these two tax ordinances separately.

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

Pass the attached ordinances.



Village of Lemont
Tax Levy and Tax Levy Abatements

1.	<p>AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS</p>	
2.	<p>AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE), AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS</p>	
3.	<p>AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS</p>	
4.	<p>AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$5,000,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS (ALTERNATE REVENUE SOURCE), SERIES 2010A AND BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS</p>	
5.	<p>AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE), AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS</p>	
6.	<p>AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$3,400,000 GENERAL OBLIGATION BONDS, SERIES 2012C (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS</p>	

7.	<p align="center">AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$955,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A (ALTERNATE REVENUE SOURCE), AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS</p>	
8.	<p align="center">AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$1,430,000 SPECIAL SERVICE AREA NO. 1 (ROUTE 83 AND MAIN STREET) SPECIAL AD VALOREM TAX BONDS, SERIES 2009, OF THE VILLAGE OF LEMONT, COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS</p>	
9.	<p align="center">AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$5,580,000 GENERAL OBLIGATION BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2015A AND \$2,690,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015B AND \$1,180,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2015C OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS</p>	
10.	<p align="center">ORDINANCE FOR THE LEVYING AND ASSESSING OF TAXES FOR THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, FOR THE CURRENT FISCAL YEAR COMMENCING MAY 1, 2016, AND ENDING ON APRIL 30, 2017</p>	
11.	<p align="center">AN ORDINANCE ESTABLISHING A STREET AND BRIDGE TAX</p>	
12.	<p align="center">AN ORDINANCE ESTABLISHING A STREET LIGHTING TAX</p>	

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON
\$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$2,690,000 GENERAL OBLIGATION BONDS, SERIES 2007 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-58-07 adopted on the 23rd day of July, 2008 (the "Ordinance"), did provide for the issue of \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-58-07 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on
this 12th day of December, 2016.**

AYES

NAYS

PASSED

ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL
OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE),
AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$7,000,000 GENERAL OBLIGATION BONDS, SERIES 2007A (ALTERNATE REVENUE SOURCE), AND \$2,215,000 GENERAL OBLIGATION BONDS, SERIES 2008 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-108-07 adopted on the 10th day of December, 2007 (the "Ordinance"), did provide for the issue of \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source), and \$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-108-07 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON
\$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF
LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$1,755,000 GENERAL OBLIGATION BONDS, SERIES 2010 (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-07-10 adopted on the 9th day of March, 2010 (the "Ordinance"), did provide for the issue of \$1,755,000 General Obligation Bonds, Series 2010 (Alternate Revenue Source), (the "Bonds), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-07-10 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith

upon its adoption.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on
this 12th day of December, 2016.**

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$5,000,000
GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2010A AND
BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE
VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$5,000,000 GENERAL OBLIGATION WATERWORKS AND SEWERAGE BONDS (ALTERNATE REVENUE SOURCE), SERIES 2010A AND BUILD AMERICA BONDS (DIRECT PAYMENT) OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-103-10 adopted on the 13th day of December, 2010 (the "Ordinance"), did provide for the issue of \$5,000,000 General Obligation Bonds Waterworks and Sewerage Bonds, Series 2010A (Alternate Revenue Source), and Build America Bonds (Direct Payment) (the "Bonds), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-103-10 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL
OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE),
AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$3,420,000 GENERAL OBLIGATION BONDS, SERIES 2012A (ALTERNATE REVENUE SOURCE), AND \$4,750,000 GENERAL OBLIGATION BONDS, SERIES 2012B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-01-12 adopted on the 9th day of January, 2012 (the "Ordinance"), did provide for the issue of \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-01-12 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for

the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$3,400,000
GENERAL OBLIGATION BONDS, SERIES 2012C
(ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$3,400,000 GENERAL OBLIGATION BONDS, SERIES 2012C (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT, COOK, DU PAGE AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-58-12 adopted on the 27th day of August, 2012 (the "Ordinance"), did provide for the issue of \$3,400,000 General Obligation Waterworks & Sewerage Refunding Bonds, Series 2012C (Alternate Revenue Source), (the "Bonds"), and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-58-12 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$955,000 GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2014A (ALTERNATE REVENUE SOURCE),
AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES
2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$955,000 GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2014A (ALTERNATE REVENUE SOURCE),
AND \$960,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES
2014B (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-41-14 adopted on the 28th day of July, 2014 (the "Ordinance"), did provide for the issue of \$955,000 General Obligation Bonds, Series 2014A (Alternate Revenue Source), and \$960,000 General Obligation Bonds, Series 2014B (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-41-14 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for

the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$1,430,000 SPECIAL SERVICE AREA NO. 1 (ROUTE 83 AND MAIN STREET) SPECIAL AD VALOREM TAX BONDS, SERIES 2009, OF THE VILLAGE OF LEMONT, COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$1,430,000 SPECIAL SERVICE AREA NO. 1 (ROUTE 83 AND MAIN STREET) SPECIAL AD VALOREM TAX BONDS, SERIES 2009, OF THE VILLAGE OF LEMONT, COOK, DUPAGE, AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance 0-36-09 adopted on the 20th day of April, 2009 (the "Ordinance"), did provide for the issue of \$1,430,000 Special Service Area No. 1 (Route 83 And Main Street) Special Ad Valorem Tax Bonds, Series 2009, Of The Village Of Lemont, Cook, DuPage, And Will Counties, Illinois And For The Levy Of A Direct Annual Tax Sufficient To Pay The Principal And Interest On Said Bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in Ordinance Number O-36-09 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$5,580,000 GENERAL
OBLIGATION BONDS (WATERWORKS AND SEWERAGE
ALTERNATE REVENUE SOURCE), SERIES 2015A
AND
\$2,690,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2015B
AND
\$1,180,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2015C OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE _____

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2016 TO PAY DEBT SERVICE ON \$5,580,000 GENERAL
OBLIGATION BONDS (WATERWORKS AND SEWERAGE
ALTERNATE REVENUE SOURCE), SERIES 2015A
AND
\$2,690,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2015B
AND
\$1,180,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE
REVENUE SOURCE), SERIES 2015C OF THE VILLAGE OF LEMONT,
COOK, DU PAGE AND WILL COUNTIES, ILLINOIS**

WHEREAS, the President and Board of Trustees (the "Board") of the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the "Village"), by Ordinance O-17-15 adopted the 22nd day of June, 2015 (the "Ordinance"), did provide for the issue of \$5,580,000 General Obligation Bonds, Series 2015A (Waterworks and Sewerage Alternate Revenue Source), \$2,690,000 General Obligation Refunding Bonds, Series 2015B (Alternate Revenue Source) and \$1,180,000 General Obligation Refunding Bonds (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the bonds; and

WHEREAS, the Village will have pledged revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the Bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the Village that the tax heretofore levied for the year 2016 to pay such debt service on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2016 in

Ordinance Number O-17-15 is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village shall file a certified copy hereof with the County Clerks of Cook, DuPage and Will Counties, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR
THE CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2016, AND ENDING ON APRIL 30,
2017**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE

2016 TAX LEVY

**AN ORDINANCE FOR THE LEVYING AND ASSESSMENT OF TAXES
FOR THE VILLAGE OF LEMONT, COOK, WILL, AND DUPAGE COUNTIES, ILLINOIS, FOR
THE CURRENT FISCAL YEAR COMMENCING ON MAY 1, 2016, AND ENDING ON APRIL 30,
2017**

WHEREAS, the Village Board of the Village of Lemont, Cook, DuPage and Will Counties, Illinois, did on the 11th Day of April, 2016, pass the Ordinance adopting the FY2016-2017 Budget and Capital Improvement Plan for the fiscal year of said Village beginning on the 1st day of May, 2016 and ending on the 30th day of April, 2017, being Ordinance No. O-08-16, as amended from time to time.

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

Section 1. That the sum of Three Million, One Hundred Eighty-Five Thousand, Four Hundred Twenty-Three (\$3,185,423) Dollars, or so much thereof as may be authorized by law, is hereby assessed and levied for the General Corporate Fund, Street & Bridge Fund, Unemployment Insurance Fund, Police Protection Fund, Crossing Guard Fund, Liability Insurance Fund, Workers' Compensation Fund, Audit Fund, Social Security Fund, Police Pension Fund, Garbage Fund, Civil Defense Fund, Street Lighting Fund, Illinois Municipal Retirement Fund, Working Cash Fund, Bonds and Interest Fund and such other purposes as are hereinafter specifically described for the Fiscal Year of the Village of Lemont, Illinois, beginning May 1, 2016 and ending April 30, 2017.

Section 2. That the sum of Three Million, One Hundred Eighty-Five Thousand, Four Hundred Twenty-Three (\$3,185,423) Dollars, being the total budgeted amounts heretofore legally made that are to be collected from the tax levy of the Village of Lemont for certain corporate expenses of said Village as budgeted for the fiscal year beginning May 1, 2016 and ending April 30, 2017 as passed by the Mayor and Board of Trustees of said Village at the legally convened meeting of April 11, 2016, as amended, be and the same is hereby assessed and levied for the following purposes upon all taxable property of every name, nature, and description within the corporate limits of the Village of Lemont, Cook, Will and DuPage Counties, Illinois:

<u>Tax Levy Year</u>	<u>2016</u>
Corporate	1,359,153
Garbage	0
Police Pension	766,765
IMRF	342,738
Street and Bridge	100,000
Police Protection	182,563
Civil Defense	4,000
Social Security	225,000
Auditing	25,109
Liability Insurance	62,249
Street Lighting	60,000
Crossing Guards	7,846
Working Cash	0
Workers Comp	50,000
	3,185,423

Section 3. That the amount levied for each object and purpose appears in "EXHIBIT A" in the column below after the words "AMOUNT TO BE LEVIED."

Section 4. That the sum of Three Million, One Hundred Eighty-Five Thousand, Four Hundred Twenty-Three (\$3,185,423) Dollars, is hereby levied and assessed on all property subject to taxation within the Village of Lemont according to the value of said property as the same is assessed and equalized for State and County purposes.

Section 5. That the Village Clerk of said Village is hereby authorized and directed to certify this Levy and Ordinance and file with the County Clerks of Cook County, DuPage County, and Will County, Illinois as provided by law. Said County Clerks are hereby authorized and directed to extend said taxes that the same may be collected in the manner other general taxes are collected, in manner and form provided by law, and this shall be sufficient authority to do so.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL & DU PAGE COUNTIES, ILLINOIS on this 12th day of December, 2016.

AYES

NAYS

PASSED

ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

EXHIBIT A**VILLAGE OF LEMONT- 2016 PROPERTY TAX LEVY**

<u>DESCRIPTION TYPE</u>	<u>BUDGETED MAY 1, 2016-APRIL 30, 2017</u>	<u>AMOUNT TO BE LEVIED</u>	
Section 1- Mayor and Village Board			
Personnel Services	\$48,276	\$0	
Outside Services	11,071	0	
Material and Supplies	0	0	
Total Mayor and Village Board	\$59,347	\$0	
Section 2- Admin/Finance/Legal			
Personnel Services	\$467,296	\$0	
Outside Services	377,371	25,109	<u>Audit Levy</u>
Material and Supplies	15,750	0	
Total Administration/Finance	\$860,417	\$25,109	
Section 3- Engineering/Information Technology/Capital			
Personnel Services	\$0	\$0	
Outside Services	165,739	0	
Material and Supplies	155,638	0	
Total Engineering	\$321,377	\$0	
Section 4- Public Works			
Personnel Services	\$694,360	\$0	
Outside Services	385,613	90,000	<u>Street & Bridge Levy</u>
Electric Expense Street Lighting	90,000	50,000	<u>Street Lighting Levy</u>
Material and Supplies	189,976	10,000	<u>Street & Bridge Levy</u>
		10,000	<u>Street Lighting Levy</u>
Total Public Works	\$1,359,949	\$160,000	
Section 5- Vehicle Division			
Personnel Services	\$85,658	\$0	
Outside Services	28,875	0	
Material and Supplies	206,400	0	
Total Vehicle Division	\$320,933	\$0	
Section 6- Police Department			
Personnel Services	\$3,668,431	\$1,359,153	<u>Corporate Tax Levy</u>
		182,563	<u>Police Protection Levy</u>
Crossing Guards	9,505	7,846	<u>Crossing Guards Levy</u>
Outside Services	552,363		
Material and Supplies	255,950		
Police Pension	670,176	766,765	<u>Police Pension Levy</u>
Total Police Department	\$5,156,425	\$2,316,327	

VILLAGE OF LEMONT- 2016 PROPERTY TAX LEVY

<u>DESCRIPTION</u> <u>TYPE</u>	<u>BUDGETED</u> <u>MAY 1, 2016-APRIL 30, 2017</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	
Section 7- Building Department			
Personnel Services	\$511,213	\$0	
Outside Services	190,000	0	
Material and Supplies	4,000	0	
Total Building Department	\$705,213	\$0	
Section 8- Planning and Economic Dev			
Personnel Services	\$270,884	\$0	
Outside Services	308,006	0	
Material and Supplies	7,167	0	
Total Planning and Economic Dev.	\$586,057	\$0	
Section 9- Buildings and Grounds			
Personnel Services	\$0	\$0	
Outside Services	233,396	0	
Material and Supplies	7,000	0	
Total Buildings and Grounds	\$240,396	\$0	
Section 10- Police Commission			
Personnel Services	\$1,000	\$0	
Outside Services	3,500	0	
Material and Supplies		0	
Total Police Commission	\$4,500	\$0	
Section 11- Downtown Commission			
Personnel Services	\$0	\$0	
Outside Services	0	0	
Material and Supplies	12,000	0	
Total Downtown Commission	\$12,000	\$0	
Section12- Historic District Commission			
Personnel Services	\$300	\$0	
Outside Services	0	0	
Material and Supplies	0	0	
Total Historic District Commission	\$300	\$0	
Section13- Emergency Management			
Personnel Services	\$30,538	\$4,000	Civil Defense Levy
Outside Services	13,120	0	
Material and Supplies	6,350	0	
Total Emergency Management	\$50,008	\$4,000	

VILLAGE OF LEMONT – 2016 PROPERTY TAX LEVY

<u>DESCRIPTION</u> <u>TYPE</u>	<u>BUDGETED</u> <u>MAY 1, 2016-APRIL 30, 2017</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	
Section 14- Odor Alert Network			
Personnel Services	\$12,927	\$0	
Outside Services	25,500	0	
Material and Supplies	0	0	
Total Odor Alert Network	<hr/> \$38,427	\$0	
Section 15- Environmental Commission			
Personnel Services	\$0	\$0	
Outside Services	3,500	0	
Material and Supplies	0	0	
Total Environmental Commission	<hr/> \$3,500	\$0	
Section 16- Video Access League			
Personnel Services	\$0	\$0	
Outside Services	0	0	
Material and Supplies	0	0	
Total Video Access League	<hr/> \$0	\$0	
Section 17- General Account			
Personnel Services	\$0	\$0	
Outside Services	\$135,000	62,249	<u>Liability Levy</u>
Workers Comp	\$53,308	50,000	<u>Workers Comp Levy</u>
Interfund Transfers	435,920	0	
Material and Supplies/other		0	
Total General Account	<hr/> \$624,228	\$112,249	
 Total General Fund	 \$10,343,077	 \$2,617,685	

VILLAGE OF LEMONT – 2016 PROPERTY TAX LEVY

<u>DESCRIPTION</u> <u>TYPE</u>	<u>BUDGETED</u> <u>MAY 1, 2016-APRIL 30, 2017</u>	<u>AMOUNT TO BE</u> <u>LEVIED</u>	
Section 18- Illinois Municipal Retirement Fund			
Contributions	\$366,335	\$342,738	<u>IMRF Levy</u>
Total IMRF	<hr/> \$366,335	<hr/> \$342,738	
Section 19- Social Security Fund			
Contributions	\$281,859	\$225,000	<u>Social Security Levy</u>
Total Social Security Fund	<hr/> \$281,859	<hr/> \$225,000	
Section 20- Debt Service Fund			
Debt Service Payments	\$1,297,630	\$0	
Total Debt Service Fund	<hr/> \$1,297,630	<hr/> \$0	
Section 21- Working Cash Fund	\$0	\$0	
Section 22- Downtown TIF Fund	\$0	\$0	
Section 23- Canal TIF Fund	\$716,949	\$0	
Section 24-Gateway TIF District Fund	\$150,000	\$0	
Section 25- Special Service Area #1	\$145,540	\$0	
GRAND TOTAL	\$13,301,390	\$3,185,423	
Total Revenue From Other Sources	\$10,115,967		

VILLAGE OF LEMONT

ORDINANCE _____

AN ORDINANCE ESTABLISHING A STREET AND BRIDGE TAX

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE NO.

ORDINANCE ESTABLISHING STREET AND BRIDGE TAX

WHEREAS, the Corporate Authorities of the Village of Lemont are authorized by 65 ILCS 5/11-81-1 to levy an annual tax not to exceed .06% of the total assessed valuation as determined by the Illinois Department of Revenue for street and bridge purposes; and

WHEREAS, an additional tax levy not to exceed .04% of the total assessed valuation may be levied if three-fourths of the members elected to the Board of Trustees desire to create such additional tax; and,

WHEREAS, the Trustees of the Village of Lemont are desirous of enacting an additional tax of .04% for street and bridge purposes pursuant to 65 ILCS 5/11/81-1.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Lemont, that an additional tax levy of .04% is hereby enacted for street and bridge purposes for the fiscal year beginning May 1, 2016 and ending April 30, 2017.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE,
ILLINOIS,**

on this 12th day of December, 2016.

AYES

NAYS

PASSED

ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

VILLAGE OF LEMONT

ORDINANCE _____

AN ORDINANCE ESTABLISHING A STREET LIGHTING TAX

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT**

This 12th day of December, 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 12th day
of December, 2016**

ORDINANCE ESTABLISHING A STREET LIGHTING TAX

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS:

SECTION ONE: That pursuant to 65 ILCS 5/11-80-5, the Corporate Authorities, as evidenced by the concurrence of two-thirds of all trustees elected therein, hereby levy and assess a street lighting tax of .05% of the value, as equalized or assessed by the Department of Revenue, of all the taxable property in the Village of Lemont to be used for the purpose of lighting streets for the fiscal year beginning May 1, 2016 through April 30, 2017.

SECTION TWO: This Ordinance shall take effect and be in full force and effect immediately on and after its passage and approval as provided by law.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DU PAGE, ILLINOIS,
on this 12th day of December, 2016.

AYES NAYS PASSED ABSENT

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

BRIAN K. REAVES, Village President

Attest:

CHARLENE SMOLLEN, Village Clerk

TO: Village Board
FROM: Chris Smith, Finance Director
THROUGH: George Schafer, Village Administrator
Jeff Stein, Village Corporation Counsel/Deputy Village Administrator
SUBJECT: West Shore Pipeline Lease

DATE: December 12, 2016

SUMMARY/ BACKGROUND

The Village leases out a portion of the canal area to various businesses. The businesses pay an annual lease amount to the Village per various types of agreements. West Shore Pipeline entered into an agreement with the Village 20 years ago. West Shore Pipeline agreement included an upfront cost of \$10,000. This agreement expired in January 2015.

As previously discussed, staff's intention is to standardize all the canal lease agreements as well as the annual invoice processing. The first step to the standardization is to have all leases expire in 2018, which is consistent with the current leases. It is staff's intention to reassess the amount billed per square foot as well as yearly inflation fact in 2017, prior to the ending of the 2018 leases.

Since March 2016 the Village has been in negotiations with West Shore Pipeline to come to an agreement with a 2 year lease expiring in 2018.

The lease presented to the Board, meets the staff's requirements and provides a lease payment of \$3,000 for 2017 and \$3,000 for 2018.

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan. The Canal Leases support the Village's Mobility Vision statement as well as the Financial Stability priority.

Budget. The lease payment will be incorporated into the FY18 Budget.

STAFF RECOMMENDATION

Pass the attached ordinances.

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**An Ordinance Approving a Lease to West Shore Pipe Line Company
(Canal Lease)**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12th DAY OF December, 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 12th day of December, 2016.**

ORDINANCE NO. O-__-16

**An Ordinance Approving a Lease to West Shore Pipe Line Company
(Canal Lease)**

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

WHEREAS, Section 5/11-76-1 of the Illinois Municipal Code grants the power to Illinois municipalities to lease real property owned by the municipality for a term not exceeding 99 years by a three-fourths vote of the corporate authorities; and

WHEREAS, the Village owns certain real property along the I&M Canal; and;

WHEREAS, the Village desires to enter into a lease with West Shore Pipe Line to lease a portion of the Village’s real property as more fully described in the attached Exhibit A; and.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT and BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, pursuant to its statutory powers under Section 65 ILCS 5/11-76-1 of the Illinois Municipal Code, as follows:

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

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute the lease attached hereto as Exhibit A by and between the Village of Lemont and West Shore Pipe Line Company.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 12th day of December, 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

LEASE FOR WEST SHORE PIPE LINE COMPANY

This Lease ("Lease") is made between the Village of Lemont, Illinois, an Illinois Municipal Corporation ("Village" or "Landlord") and West Shore Pipe Line Company, a Delaware corporation, ("Tenant") as of this 1st day of January, 2017 (the "Effective Date"). The Village and Tenant are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Village owns, leases or controls certain real estate more accurately described on Exhibit A which is attached hereto and incorporated by this reference, ("Premises"); and

WHEREAS, Village has the authority and has taken all appropriate action to lease the Premises under 65 ILCS 5/11-76 et seq.;

WHEREAS, Tenant desires to lease the Premises from Village, and Village desires to lease the Premises to Tenant;

NOW THEREFORE, in consideration described below and the mutual promises herein contained, the Village and Tenant agree as follows:

1. Incorporation of Recitals.

The foregoing recitals to this Lease are hereby incorporated into and made a part of this Lease.

2. Lease, Subject Property and Tenant Access.

The Village does hereby lease to Tenant and Tenant hereby leases from the Village the Premises subject to the terms and conditions of this Lease. Tenant shall have access to the Premises 24 hours per day, every day. Where the Premises is part of a larger property (the "Subject Property"), Tenant shall have access to the parts of the Subject Property necessary to access the Premises. Landlord agrees to deliver and Tenant agrees to accept from Landlord possession of the Premises as of the Effective Date.

3. Term.

The Term of this Lease shall commence on September 1, 2016 (Rental Commencement Date) and terminating at 11:59 P.M. on August 31st, 2018.

4. Rent.

Tenant shall pay Rent, as that term is defined here, to the Village at the 418 Main Street in Lemont, IL 60439, or such other place, or to such other person, firm or corporation, as shall be designated from time to time by Notice from the Village.

Rent shall consist of the following payment: \$3,000.00 which shall be due upon Tenant's

execution and delivery of this Lease to Landlord. For the sake of clarification, all Rent for the Term shall be due on the Effective Date and there will be no monthly payments. Tenant shall further pay, if any, all real estate taxes for Premises; and, if such taxes are paid by Landlord then Tenant shall reimburse Landlord for the same.

Notwithstanding, to cover Landlord's added costs for late payments, an administrative fee of one hundred dollars (\$100.00) will be owed for each day any portion of the Rent is paid after the fifth day after the Effective Date. Further, to cover Landlord's cost for processing checks that are dishonored or are returned for any reason, including insufficient funds, Tenant shall pay an administrative fee of fifty dollars (\$50.00) for such dishonored or returned checks. Rent mailed shall be deemed paid on the date of receipt by Landlord.

If after the Term, including, if any, any Extension Term(s), Tenant retains possession of the Premises or any part of the Premises after the termination of this Lease by lapse of time or otherwise, Tenant shall pay Landlord, in order to compensate Landlord for Tenant's wrongful withholding of possession for the time Tenant remains in possession, for each month that Tenant remains in possession, an amount equal to \$100.00 per day plus all damages, whether direct or consequential, sustained by Landlord by reason of Tenant's wrongful retention of possession unless Landlord makes the election provided for in the following sentence. If Tenant retains possession of the Premises or any part of the Premises after termination of this Lease, Landlord may elect, in a written notice to Tenant and not otherwise, that retention of possession constitutes a renewal of this Lease for one year with a Rent payment for said one year extension of \$6,000.00 which shall be immediately due upon receipt of said Notice from Landlord. The provisions of this paragraph shall not constitute a waiver of Landlord's rights of reentry or of any other right or remedy provided in this Lease or at law. Notwithstanding anything contained herein to the contrary, if Landlord and Tenant are negotiating, in good faith, a renewal of this Lease then the terms of this Paragraph shall not apply.

5. Permitted Use.

The Premises shall be used by Tenant only for laying, maintaining, repairing, replacing, operating and/or removing a sixteen (16) inch steel pipeline ("Pipeline") for the uses and purposes of transmitting oil, gas or products thereof, and for no other purpose whatsoever ("Permitted Use"). It is specifically understood that the Premises shall not be used for a junk yard, the burning of refuse, deposition of debris, waste or material, or for any other unsanitary and unhealthy purposes of any kind or nature, or any other use or occupancy thereof contrary to any Federal, State or local laws or regulations. It is further specifically understood that Tenant shall not build, place, erect or install any structure or do any work of any kind on the Premises except for that which is described in this section.

6. Maintenance of Property.

Tenant is taking the property as-is but nevertheless has examined and knows the condition of the Premises and affirmatively states that it has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by the Village, its agent or employee, prior to or at the execution of this Lease that are not herein expressed.

Tenant shall be solely responsible for the maintenance of all of Tenant's Work including the Pipeline and all structures, devices and equipment whatsoever related to or necessary for the Pipeline.

Tenant will not injure, overload, or deface or suffer to be injured, overloaded or defaced the Premises, Subject Property, or any part thereof.

7. Alterations.

Tenant shall not make any improvements to the Premises other than the existing Pipeline without first obtaining the prior written permission of Landlord, such permission may be withheld for any reason and solely at Landlord's discretion.

Notwithstanding, if Tenant adds any item which becomes a fixture to the Premises or Subject Property Tenant shall remove the fixture at the sole expense of Tenant, immediately after the expiration of the Term.

8. Signs.

Tenant shall not be permitted to install any signage other than pipeline markers, without first receiving the written approval of the Village. The Village is not obligated to provide approval and may restrict signage for any reason. Any sign that Tenant installs must comply with Village Code and must be removed by Tenant and Tenant's sole expense upon the expiration of the Term, or any Extension Term.

9. No Unlawful Use or to Endanger Insurance.

Tenant will not make or suffer any unlawful, improper, or offensive use of the Premises or Subject Property, or any use of occupancy thereof contrary to any law of the state or any ordinance of the Village, State or Federal Government now or hereafter made ("Laws"), or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said Subject Property or Premises or to increase the premiums thereof. Landlord acknowledges that the Permitted Use shall not violate the terms of this Paragraph except to the extent that Tenant violates any Laws.

10. Village Ordinance Required.

This Lease shall not take effect until approval from the Village Board has been obtained by ordinance.

11. No Liens.

Tenant shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge caused by it or levied on account of any mechanic's, laborer's or materialman's lien, or otherwise (collectively, a "Lien") which becomes a lien, encumbrance or charge upon the Subject Property. Notwithstanding, if any Lien is placed on the Subject Property, Tenant will take immediate and diligent action to remove the Lien. If Landlord judges, in Landlord's sole discretion, that Tenant has failed to take immediate and diligent action to

remove the Lien(s) then Landlord shall deliver written notice to Tenant of the same; and if Tenant does not so remove the Lien within ten (10) days, then Landlord may take any action to remove the Lien(s) and all costs and expenses incurred in the same shall become Additional Rent which is immediately due.

12. Indemnification of Village.

Tenant covenants and agrees that it will protect, save and keep the Village forever harmless and indemnified against and from all injuries, damages, losses, costs, and expenses imposed for any violation of any laws or ordinances in connection with Tenant's use of the Premises hereunder, whether occasioned by the neglect of Tenant or those holding under Tenant or any of Tenant's agents, contractors, sub-contractors and other representatives of Tenant.

Tenant further covenants and agrees that it will protect, save and keep the Village forever harmless and indemnified from all injuries, damages, losses, costs, and expenses caused by Tenant's use of the Premises hereunder or any acts of negligence occurring on the Premise or Subject Property by Tenant's or Tenant's agents, contractor's, sub-contractors, or other representatives of Tenant, or caused by Tenant's actions or omissions on the Premises or Subject Property, to that maximum extent possible.

The indemnification and hold harmless provisions by Tenant in this Paragraph 12 shall not apply to the extent that any such acts of negligence, damages or injuries are caused solely by the negligence or willful or wanton conduct of Village or its agents, contractors, sub-contractors or other representatives of the Village.

The indemnifications and hold harmless protections provided in this section shall apply to the Village and its elected and unelected officials, officers, employees, volunteers and agents.

This Lease shall not be construed to release Tenant from any liability for damage to persons or property resulting from or in consequence of the use or occupation of the Premises and does not sanction any injury to private property or invasion of private rights.

13. Non-Liability of Village.

Except as provided by Illinois statute, the Village shall not be liable for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Subject Property, Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

14. Village's Right of Access.

Tenant shall permit the Village, its agents, representatives and mortgagees to enter the property at all times for any purpose including to make any repairs necessary. Further, from time to time during the Term of the Lease, or any subsequent extension thereof, Village may inspect the Premises to determine the presence of hazardous materials by an environmental consultant.

Village shall provide to Tenant copies of such consultants tests and reports.

15. No Unlawful Occupancy.

Tenant shall not use or occupy, nor permit or suffer the Subject Property to be used or occupied for any unlawful or illegal business, use or purpose, nor for any purpose or in any way in violation of any federal, state or local law. Immediately upon the discovery of any such unlawful or illegal use, Tenant shall take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any persons guilty of such unlawful or illegal use.

16. “Event of Default” Defined.

Time is of the essence regarding this Lease and all of its covenants and conditions.

The following events shall be an “Event of Default” hereunder:

1. The failure of Tenant to observe or perform one or more of the terms, conditions, covenants or agreements of this Lease and the continuance of such failure for a period of twenty (20) days after Notice from the Village specifying such failure, unless such a shorter period to cure is identified in this Lease, unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or due to an unavoidable delay reasonably be performed, done or removed, as the case may be, within such twenty (20) day period, in which case the Village may, at the Village’s option extend the time to cure the Event of Default;
2. Tenant shall fail to maintain the insurance coverage, if any, as set forth herein;
3. Tenant shall use the Premises or Subject Property for the commission of a felony, misdemeanor or criminal act as defined by any law;
4. Any proceeding against Tenant seeking liquidation, dissolution or similar relief under any present or future statute, law or regulation shall be commenced and not dismissed within forty-five (45) days, or any trustee, receiver or liquidator of Tenant or of any material part of its properties shall be appointed with or without the consent or acquiescence of Tenant and such appointment shall not have been vacated within forty-five (45) days; and
5. Tenant fails to maintain any and all licenses, if any, required by the Village, State or Federal governments with regard to the Permitted Use.
6. Tenant shall violate any rules promulgated by Landlord or recorded as covenants on the Subject Property.
7. Tenant shall not maintain all permits, licenses and the like, if any, necessary for Tenant to use the Premises and required by Tenant’s business.

A waiver by Landlord of any Event of Default shall not be a waiver of the same Event of Default or another Event of Default.

Upon an Event of Default, the Landlord shall have the option to terminate this Lease by sending written notice to Tenant in accordance with the terms of this Lease with such notice providing that termination shall be effective no earlier than the 10th day after such notice has been sent if Tenant shall not have cured such Event of Default within such 10 day period.

17. Rights Reserved to Landlord.

Landlord shall have the following rights, each of which Landlord may exercise without liability to Tenant for damage or injury to property, person, or business due to the exercise of those rights, and the exercise of those rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for setoff, deduction, or abatement of Rent or any other claim:

- a. To make improvements on the Subject Property and to erect scaffolding for the same on the Subject Property, but not upon the Premises in a manner in which the integrity of the Pipeline may be threatened, without the express written consent of the Tenant which may not be unreasonably withheld. If the Tenant is unable to provide its written consent because the proposed improvements constitute a threat to the integrity of the Pipeline, the Tenant shall provide reasonable alternatives to the location and installation methods of the proposed improvements.
- b. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's permitted use of the Premises without the prior written consent of Landlord. Movement of Tenant's property into or out of the Subject Property or the Premises and within the Subject Property is entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits (if legally required) before allowing any property to be moved into or out of the Subject Property or Premises.
- c. To establish controls for the purpose of regulating all property and packages, personal or otherwise, to be moved into or out of the Subject Property and the Premises and to establish controls for all persons using the Subject Property; provided, however, that any such controls are reasonable, non-discriminatory, and shall not apply in the event of an emergency.
- d. To regulate delivery of supplies and services in order to ensure the cleanliness and security of the Premises and the Subject Property and to avoid congestion of the loading docks, receiving areas, and freight elevators.
- e. To show the Premises to prospective tenants at reasonable hours during the last 12 months of the Term or to prospective mortgagees, ground lessors, or purchasers of the Subject Property at any time and, if vacated or abandoned, to show the Premises to prospective tenants at any time and to prepare the Premises for reoccupancy.
- f. To enter the Premises at any reasonable time upon prior notice (except that no notice shall be required in the event of an emergency) to inspect the Premises.

18. No Rent Deduction or Set Off.

Tenant agrees that any claim by Tenant against the Village, whether arising out of this Lease, the Subject Property, the Premises or otherwise, shall not be deducted from Rent nor set off against any claim for Rent in any action.

19. Quiet Enjoyment.

As long as Tenant is not in default hereunder, then, subject to the other terms and conditions of this Lease, Tenant shall not incur any manner of hindrance or interference with its quiet enjoyment, possession, and use from Landlord, subject to the provisions of this Lease and to the provisions of any (a) easements, licenses, covenants, conditions, and restrictions of record prior to installation of the Pipeline at the Premises, including without limitation, any and all reciprocal easement agreements, development agreements, declarations of covenants, conditions, and restrictions of record, as the same may be amended or modified from time to time provided, however that such amendments or modifications do not interfere with Tenant's permitted use hereunder or the safety of, or laws regulating, the Pipeline, and (b) any mortgage, ground lease or other lien, or restriction of record to which this Lease is subordinate or may be subordinated; provided, however that the lessor, lender or other party agrees to accept this Lease as a valid and binding obligation, and agrees not to disturb Tenant's use of the Premises under this Lease (collectively "Superior Encumbrances"). In any case, this Lease shall be subordinate to each of the Superior Encumbrances, and Tenant agrees for itself and all persons in possession or holding under it that it and they will comply with and not violate each such Superior Encumbrance. Landlord reserves the right, from time to time, to grant such new or additional easements, rights, and dedications as Landlord deems necessary or desirable and to cause the recordation of parcel maps and covenants, conditions, and restrictions affecting the Premises and/or Subject Property provided, however that no such easements, rights, dedications, covenants, conditions and restrictions interfere with Tenant's permitted use hereunder or the safety of, or laws regulating, the Pipeline and, notwithstanding anything contained in this Lease to the contrary, no work or improvements shall be done or made within, on, under or through the Premises prior to notice being provided of the same to the Tenant. At Landlord's request, Tenant shall join in the execution of any of the aforementioned documents.

20. Transfer of Landlord's Interest.

If Landlord conveys in a sale, exchange, or otherwise all of its interest in the Premises, then Landlord, on consummation of the conveyance and assignment of this Lease to such party, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease and Tenant shall look toward Landlord's transferee for all obligations of Landlord under this Lease.

21. Payment of Costs.

In any lawsuit or proceeding over this Lease, the Subject Party and/or Premises, the prevailing party shall collect from the non-prevailing party all costs (including reasonable attorney's fees, paralegal's fees and court costs) that were incurred by the prevailing party in such lawsuit or proceeding.

22. Rights Cumulative.

The rights and remedies of the Parties under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar a Party from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by a Party waive any other right or remedy.

23. No Waiver.

No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease shall be waived or modified except by a written instrument executed by the Parties.

24. Surrender of Property.

On the last day of the Term or upon any earlier termination of this Lease, Tenant shall surrender and deliver up to the Village the Premises with all fixtures and the Pipeline removed and clear of all liens, encumbrances and above-ground unattached equipment, and, within 180 days thereafter. This Section shall survive any termination of this Lease.

25. Warranties and Representations.

Each Party hereto warrants and represents to the other Party that (a) it has full power and authority to execute and deliver this Lease and (b) the execution of this Lease will not violate or constitute a default on its part under any agreement to which it is a party or by which it is bound.

26. Notices.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "Notice") shall be in writing and shall be sent registered or certified mail, postage prepaid, return receipt requested, addressed to the Party to be notified as follows:

If to Village:	Village of Lemont ATTN: Village Manager 418 Main Street Lemont, IL 60439
with a copy to:	Jeffrey M. Stein, Esq. Corporation Counsel 418 Main Street, Lemont, IL 60439 Fax No. (630) 257-1598
If to Tenant:	West Shore Pipe Line Company 5 TEK Park, 9999 Hamilton Boulevard

Breinigsville, PA 18031
Attn: Right of Way Department

A Notice shall be deemed delivered upon receipt or first attempted delivery if refused or unclaimed by recipient. Notices may also be delivered by (a) hand or (b) overnight courier, in which event, such Notice shall be deemed delivered upon acknowledgment of such receipt. Either Party can change the address for Notices to such Party by giving a Notice as aforesaid.

27. Captions.

The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

28. Entire Agreement.

This Lease contains all the promises, agreements, conditions, inducements and understandings between the Landlord and Tenant relative to the Subject Property and Premises, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, or concessions as defined by 765 ILCS 730 *et seq.* between them other than as set forth in this Lease.

29. Invalidity of Certain Provisions.

If any term or provision of this Lease or the application thereof to any person or circumstance, to any extent shall be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

30. Governing Law, Jurisdiction and Venue.

The parties agree that Illinois law shall control the interpretation and enforcement of this Lease. Moreover, the exclusive venue for claims brought under this Lease shall be Circuit Court where the Subject Property is located and the Parties hereby submit to the jurisdiction of such Circuit Court.

31. Sublet, Assignment.

Tenant shall not transfer; assign; sublet; enter into any franchise, license, or concession agreements; change ownership or voting control; mortgage; encumber; pledge; or hypothecate all or any part of this Lease, Tenant's interest in the Premises, or Tenant's business (collectively "Transfer") without first obtaining Landlord's written consent, which may be withheld for any reason or no reason. Any transferee after a Transfer will be known as a New Tenant. New Tenant and Tenant (transferor) shall be liable, jointly and severally, for all obligations under this Lease unless otherwise agreed in writing. It shall not be a Transfer if any change in ownership or voting control occurs due to any sale or transfer of stock if Tenant is publically traded through an exchange or pursuant to a merger, reorganization, or asset purchase. Further, it shall not be a Transfer to assign this Lease to any parent, affiliate or subsidiary corporation. For the sake of

clarification, it shall be a Transfer if Tenant allows any vendor, other than an employee of Tenant, to market any service or product at the Subject Property or Premises.

Any Transfer other than as permitted in this section shall be null and void. If Landlord consents to a proposed Transfer to a New Tenant and rent under the Transfer is in excess of Rent under this Lease (Profit) then Tenant shall pay to Landlord fifty percent (50%) of all Profit. Any guaranty of this Lease shall remain in full force and effect before and after any Transfer; provided, however, that Landlord may, at its option, require each guarantor under any outstanding guaranty of this Lease to reaffirm such guaranty as a condition to giving its consent to any Transfer.

32. Amendment.

This Lease may be amended only in writing with approval of the Village (via passage of an ordinance) and Tenant.

33. No Recording.

The Parties agree that this Lease shall *not* be recorded with Recorder of Deeds in the county where the Subject Property and Premises are located.

34. Counterparts.

This Lease shall be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

35. Environmental Matters.

“Environmental Law or Laws” shall mean any and all federal, state, or local laws, regulations, ordinances, rules, orders, directions, requirements, or court decrees pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Subject Property, including, without limitation, the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. §6901, *et seq.*, as amended, and regulations promulgated thereunder; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601, *et seq.*, as amended, and regulations promulgated thereunder; the Hazardous Materials Transportation Act, 49 U.S.C. §5101, *et seq.*, as amended, and regulations promulgated thereunder; the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, as amended, and regulations promulgated thereunder; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, *et seq.*, as amended, and regulations promulgated thereunder; the Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. §1251, *et seq.*, as amended, and regulations promulgated thereunder; the Safe Drinking Water Act of 1974, 42 U.S.C. §300f, *et seq.*, as amended, and regulations promulgated thereunder; the Oil Pollution Act of 1990, 33 U.S.C. §2701, *et seq.*; as amended, and regulations promulgated thereunder; the Clean Air Act, 42 U.S.C. §7401, *et seq.*, as amended, and regulations promulgated thereunder; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001, *et seq.*, as amended, and regulations promulgated thereunder; and all parallel, similar, or relevant Laws.

“Hazardous Materials” shall mean any (i) “hazardous waste” as defined in RCRA; (ii) “hazardous substance” as defined in CERCLA; (iii) petroleum or liquid petroleum or wastes; and (iv) any other toxic or hazardous substances that may be regulated from time to time by applicable Environmental Laws.

“Environmental Conditions” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Materials on, from, or about the Subject Property other than in compliance with applicable Environmental Laws. The term “Environmental Conditions” includes, but is not limited to, the presence of Hazardous Materials on, from, or about the Subject Property attributable to the operation of any underground or above-ground storage tanks, oil/water separators, or in-ground hydraulic lifts or hoists and associated equipment.

“Environmental Costs” shall mean any and all judgments, damages, penalties, fines, costs, liabilities, obligations, losses, or expenses of whatever kind and nature (including, without limitation, diminution in value of the Subject Property or Premises, damages for the loss or restriction on use of leasable space, damages arising from any adverse impact on marketing of space, sums paid in settlement of claims, reasonable attorneys’ fees, reasonable consultants’ fees, and reasonable experts’ fees), arising from or incurred in connection with Environmental Conditions, including, but not limited to, those relating to the presence, investigation, or remediation of Hazardous Materials.

Tenant represents, warrants, and covenants to and with Landlord that

- a. Tenant has the full right, power, and authority to carry out its environmental obligations hereunder.
- b. Tenant is financially capable of performing and satisfying its environmental obligations hereunder.
- c. To the best of the knowledge, information and belief of the undersigned signatory for Tenant, (i) Tenant is not now, and never has been, intentionally in violation of any applicable Environmental Law including, but not limited to, any Environmental Law relating to the generation, handling, usage, transportation, treatment, storage, or disposal of Hazardous Materials, (ii) nor is Tenant subject to any threatened, existing, or pending action by any governmental authority in connection with any such intentional violations. Landlord acknowledges that Tenant owns and operates active petroleum products pipelines and storage terminals and, inherent in such business is the possibility of unintentional violations of Environmental Laws that may result from third parties, accidents, or other such unintentional acts.
- d. Tenant’s generation, handling, usage, transportation, treatment, storage, or disposal of Hazardous Materials at the Premises and Subject Property shall at all times comply with applicable Environmental Laws.

- e. Tenant, at its expense, shall comply with all Environmental Laws pertaining to the operation of the Permitted Use at the Premises or Tenant's use of the Premises and Subject Property, and with all directions of all public officers issued pursuant to any applicable Environmental Law, which shall impose any duty on the owner or operator with respect to the use or occupancy of the Premises.
- f. Tenant will not install, use, or operate any underground storage tank without the express written permission of Landlord, which permission may be withheld in Landlord's sole and arbitrary discretion.

Tenant shall give prompt written notice to Landlord of (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Materials on the Subject Property or the migration thereof from or to other areas; (b) all claims and potential claims made, inquired about, or threatened by any third party against Tenant, the Premises or Subject Property relating to any loss or injury resulting from any Hazardous Materials; and (c) Tenant's discovery of any occurrence or condition on any property adjoining or in the vicinity of the Premises or that could cause the Subject Property or any part thereof to be subject to any restrictions on its ownership, occupancy, transferability, or use under any Environmental Law.

Tenant shall defend, with counsel reasonably approved by Landlord, all actions against Landlord with respect to, and pay, protect, indemnify, and hold harmless, to the extent permitted by law, Landlord from and against any and all Environmental Costs of any nature arising out of, or claimed to be arising out of, any Environmental Conditions resulting from Tenant's or a Tenant's employee's, agent's, contractor's, subcontractor's, representative's or invitee of the Tenant's use of the Premises. Notwithstanding anything in this Lease to the contrary, Landlord agrees that Tenant shall not be responsible for Environmental Conditions to the extent that such Environmental Conditions (1) exist as of the commencement date of the Lease or (2) result from either the actions or omissions of Landlord or third parties not named above in this subsection.

Tenant agrees that Landlord shall not be responsible for any Environmental Conditions to the extent that such Environmental Conditions result from the actions or omissions of Tenant, or Tenant's agents, employees, or invitees. Tenant further agrees that Landlord shall have no obligation to Tenant under this Lease for Environmental Conditions arising during the term of this Lease from the actions or omissions of any person or entity who or that is not an agent, employee, contractor, subcontractor, representative, or invitee of Landlord. The foregoing indemnification shall also survive the end of the Term.

If Tenant ever intends to store any Hazardous Materials on the Premises, Tenant will disclose the same to Landlord and Landlord shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this section. If Tenant is not in compliance, then Landlord shall have the right to immediately enter on the Premises to remedy, at Tenant's expense, any Environmental Conditions caused by Tenant's failure to comply, notwithstanding any other provision of this Lease to the contrary. Such remediation measures shall be done in accordance with the recommendations of Landlord's environmental engineers and/or consultants and/or the requirements of any governmental authority having jurisdiction over such matters. Tenant shall pay to Landlord, as Additional Rent, all

Environmental Costs incurred by Landlord in performing any such remediation measures within 30 days after Landlord's written request therefor. Landlord shall use reasonable efforts to minimize interference with Tenant's business operations, but Landlord shall not be liable for any interference caused thereby. Notwithstanding anything contained herein to the contrary, Landlord recognizes that Hazardous Materials may be transported through the Pipeline in connection with tenant's Permitted Use and no notice of the same need be given to Landlord.

If Tenant causes or allows any Environmental Conditions caused by Tenant to exist at the Subject Property or Premises that result in contamination of soil, soil gas, and groundwater at concentrations exceeding the most stringent Tier I cleanup objectives for soil, soil gas, and groundwater established by the Illinois Pollution Control Board (IPCB) under its Tiered Approach to Corrective Action Objectives (TACO) Rules, 35 Ill.Admin. Code pt. 742, then Tenant, at its expense, shall obtain a no further remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) with respect to such Environmental Conditions. Tenant shall apply for issuance of an NFR letter by the IEPA only upon achieving the most stringent Tier I cleanup objectives for soil, soil gas, and groundwater established by the IPCB under the TACO Rules. The most stringent Tier I cleanup objectives for soil, soil gas, and groundwater shall be achieved by Tenant without the utilization of engineered barriers or institutional controls (including building control technologies), with the exception of such institutional controls as may be existing at the Subject Property as of the commencement date of the Lease, unless a less stringent cleanup objective is mutually agreed upon by Tenant and Landlord.

Tenant shall use its best efforts to achieve the most stringent Tier I cleanup objectives for soil, soil gas, and groundwater established by the IPCB under the TACO Rules and to secure the issuance of a NFR letter from the IEPA for the Subject Property on that basis, not later than two years after the end of the Term. If Tenant fails to secure a NFR letter prior to the expiration of said two-year period, then Landlord, at its option, may either (1) direct Tenant to continue with its efforts to achieve the most stringent Tier I cleanup objectives, unless a less stringent cleanup objective is mutually agreed upon by Tenant and Landlord, for soil, soil gas, and groundwater established by the IPCB under the TACO Rules and to secure the issuance of an NFR letter from the IEPA for the Subject Property on that basis or (2) take over the project from Tenant and itself complete the project to Landlord's satisfaction, at Tenant's expense.

If the most stringent Tier I cleanup objectives for soil, soil gas, and groundwater established by the IPCB under the TACO Rules cannot be reasonably achieved by Tenant, then Tenant shall meet the most stringent achievable objectives. The determination whether any particular cleanup objective is reasonably achievable is within Landlord's sole discretion; provided, however, that Landlord's determination as to the achievability of any particular cleanup objective shall be without prejudice to any rights Landlord may have against Tenant, at law or in equity, under this Lease or under applicable Environmental Laws, to compensation for any loss, including, but not limited to, diminution in fair market value of the Subject Property or Premises attributable to the presence of contamination at the Subject Property or Premises that exceeds the most stringent Tier I cleanup objectives for soil, soil gas, and groundwater established by the IPCB under the TACO Rules.

If required, Tenant shall provide such Environmental Insurance Requirements as identified on Exhibit EC.

The provisions of the section and the obligations of Tenant shall apply to the Premises and the Subject Property (and to the extent the Tenant is sole cause of any Environmental Condition that directly or indirectly affected or impacted a neighboring property(ies) or water (whether river or subterranean or other)) because Tenant and Landlord agree that the nature of the business of Tenant in petroleum piping makes the extenuation of Tenant's liabilities and obligations a necessity and Landlord would not enter into this Lease without such extenuation. Further, the provision of this section shall apply to actions of Tenant's initial occupancy as outlined in a certain lease between the Parties dated October 14, 1974, except to the extent that any such past Environmental Condition or other Hazardous Materials release has been reported to the applicable governmental authority and/or remediation thereof has commenced, and, notwithstanding anything contained in this Lease to the contrary, the remediation or other settlement of any such past Environmental Condition or Hazardous Materials release shall continue according to the existing remediation work plan or negotiations between Tenant and such governmental authority.

Further, Tenant shall reimburse Village for: (1) losses in or reductions to rental income from the Premises and Subject Property resulting from Tenant's actions under this Lease or violations of this section; (2) all costs of refitting or other alterations to the Premises necessitated by Tenant's use, storage or disposal of Hazardous Materials; and (3) any diminution in the fair market value of the Subject Property caused by Hazardous Materials of Tenant. The terms of this Paragraph shall apply only with respect to any Environmental Condition or Hazardous Materials released on the Premises or Subject Property by Tenant or as a result of the Permitted Use from and after the date of execution hereof.

36. Insurance Requirements.

Tenant shall maintain all insurance as provided for in Exhibit B. Any insurance acquired under Exhibit B will list the Village as an additional insured and that Landlord will receive a notice 30 days prior to the expiration of the policy. If, at any time, Tenant fails to maintain the insurance required by Exhibit B, such failure shall constitute an Event of Default and Landlord shall have the right to obtain such insurance on behalf of Tenant, in which case the Tenant shall reimburse Landlord for the cost of such insurance.

37. Subordination.

This Lease is subject and subordinate to all present and future ground or underlying leases of the Subject Property and to the lien of any mortgage or mortgages now and after this date in force against the Subject Property and to all renewals, modifications, consolidations, replacements, and extensions of such mortgage or mortgages or leases and to all advances made or to be made on the security of such mortgage or mortgages provided, however that any and all such lessors and lenders acknowledge, and agree not to disturb or interfere with, Tenant's rights under this Lease, and accept Tenant and this Lease as a valid and binding agreement and obligation with respect to the Premises. While the provisions of this section are self-executing,

Tenant agrees to promptly execute any further instruments as shall be requested by Landlord in confirmation of such subordination and non-disturbance.

38. Estoppel Certificates.

Tenant shall execute within fifteen days of being sent the same by Landlord, an estoppel certificate acknowledging, amongst other things: (a) this Lease is in full force and effect and has not been modified except for such modifications executed by Landlord and Tenant; (b) there are no uncured defaults in Landlord's performance hereunder or describe any such defaults; and (c) the security deposit amount, if any. Tenant agrees that the foregoing estoppels certificate may be relied on by anyone holding or proposing to acquire any interest in the Subject Property from or through Landlord or by any mortgagee or prospective mortgagee of the Subject Property or of any interest therein.

39. Brokers.

Landlord and Tenant both covenant and agree that no broker, finder or other person has been used in this transaction and that both Parties shall hold harmless and indemnify the other from any claim of any broker under this Lease.

40. No Accord and Satisfaction.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other payment or pursue any other right or remedy provided in this Lease.

41. Relationship.

Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, of partnership, of joint venture, or of any association between Landlord and Tenant.

42. Utilities.

Landlord shall not be obligated to provide any utility services.

43. Intentionally Omitted.

44. Intentionally Omitted.

45. Conflict of Interest.

Tenant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of Tenant or this Lease; (2) as of the date of this Lease neither

Tenant nor any person employed or associated with Tenant has any interest that would conflict in any manner or degree with the performance of the obligations under this Lease; and (3) neither Tenant nor any person employed by or associated with Tenant shall at any time during the term of this Lease obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Lease.

46. No Collusion.

Tenant represents and certifies that (1) Tenant 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 Tenant 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.; and (2) this Lease is made by Tenant without collusion with any other person, firm, or corporation. If at any time it shall be found that Tenant has, in procuring this Lease, colluded with any other person, firm, or corporation, then Tenant shall be liable to Village for all loss or damage that Village may suffer, and this Lease shall, at Village's option, be null and void.

47. Sexual Harassment Policy.


Tenant certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4) and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the Effective Date.

Village of Lemont,
an Illinois Municipal Corporation

West Shore Pipe Line Company,
a Delaware Corporation

By: _____

By:  _____
- ST. Manager

Date: _____

Date: 11-30-2016

EXHIBIT A

LEGAL DESCRIPTION

A STRIP OF LAND 10 feet wide, being 5 feet wide on either side of the centerline of survey crossing Village of Lemont land (Old Illinois and Michigan Canal) in the Northwest 1/4 of Section 14, Township 37 North, Range 11, East of the Third Principal Meridian, Cook-DuPage County, Illinois, and more particularly described as follows:

Beginning at a point on the most Southerly property line of said property (known as the Old Illinois and Michigan Canal), said point is located 397.6 feet Northerly of the center of said Section 14 along the West line of the Northwest 1/4 of said Section 14 and an angle of 87 degrees 35 feet turned left of the last described course and distance for a distance of 275.8 feet to a point and an angle of 2 degrees 11 feet turned right of the last described course and distance for a distance of 625.5 feet to a point and an angle of 26 degrees 38 feet turned to the left of the last described course and distance for a distance of 281.31 feet to the point of beginning; thence crossing said property (Old Illinois and Michigan Canal) as follows: "continuing along the last course -- for a distance of 181.08 feet to a point; thence from the last described course and distance an angle of 28 degrees 18 feet turned right for a distance of 122.7 feet to a point; thence from the last course and distance turn an angle of 12 degrees 19 feet left for a distance of 368.6 feet to a point; thence from the last course and distance an angle of 14 degrees 1 foot turned left for a distance of 100.8 feet to a point; thence from the last described course and distance an angle of 32 degrees five feet turned right for a distance of 86.1 feet to a point on the most Northerly property line of said property (Old Illinois and Michigan Canal)"; thence turn an angle of 102 degrees 1 foot to the left of the last described course and distance for a distance of 243.07 feet and an angle of 90 degrees 00 feet turn to the left of the last described course and distance for a distance of 1995.08 feet to said center of said Section 14.

EXHIBIT B

INSURANCE REQUIREMENTS

Tenant releases Landlord from any and all liability or responsibility for any loss or damage covered by the insurance provided in this Exhibit B except to the extent any loss or damage is caused by the Landlord. To that end, Landlord shall not be responsible for any property damage occasioned, amongst other things, by bursting, stopping, leaking or running of any systems, facilities or pipes in or about the Subject Property, and Tenant agrees that all property kept at the Subject Property or Premises is so kept at the risk of Tenant except to the extent that any loss or damage is caused by the Landlord. Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

Tenant shall maintain (1) general-liability insurance with minimum limits of liability of \$20 million combined single limit, (2) special form ("all risk") property insurance in an amount not less than one hundred percent (100%) of tenant's improvements regardless of whether all or a portion of the improvements were paid for by Landlord and (3) flood insurance if the Subject Property lies within a designated flood area. All insurance will be provided by an insurer licensed in the State of Illinois reasonably acceptable to Landlord. Landlord will be named as an additional insured and loss payee on all Tenant's insurance policies. Tenant shall provide Landlord with evidence of such policies upon Tenant's execution and delivery of this Lease to Landlord. If Landlord has a mortgagee, then insurance provided hereunder shall be subject to the conditions and review of Landlord's mortgagee. Tenant agrees not to maintain or store any material in or about the Subject Property which would in any way impair or invalidate any of the insurance required to be maintained (Landlord acknowledges that the Permitted Use does not violate the foregoing).

EXHIBIT C

ENVIRONMENTAL INSURANCE REQUIREMENTS

To ensure the availability of funds to satisfy Tenant's environmental obligations hereunder, on or before the execution of this Lease, Tenant, at its expense, at Landlord's discretion, shall either:

A. Maintain pollution legal liability insurance with minimum limits of \$20 million with respect to the Premises, providing coverage for on-site and off-site cleanup costs and third-party bodily injury and property damage claims arising from on-site and off-site Environmental Conditions; or

B. Obtain a bond or letter of credit in the amount of \$2,000,000 which shall provide for payment thereunder to be applied toward satisfying Tenant's environmental obligations under this Lease if Tenant fails to satisfy such obligations.

TO: Village Board
FROM: George Schafer, Village Administrator
Jeffrey M. Stein, Corporation Counsel/Deputy Village Administrator
SUBJECT: Local Government Travel Expense Control Act
DATE: December 12, 2016

SUMMARY/ BACKGROUND

The Local Government Travel Expense Control Act (“Act”) will become effective on January 1, 2016. This law requires all non-home rule units of local government to regulate travel, lodging and meal expenses that are incurred by all members of the Village as those expenses related to Village business and will be reimbursed or paid directly by the Village. This regulation must be adopted by the Village Board, per the Act. Accordingly, the Village must adopt a resolution or ordinance that, at a minimum, contains for following provisions:

1. The types of allowed reimbursable activities (e.g., conference attendance, travel for business meetings, meals, lodging etc.);
2. The maximum amount that the unit of local government will reimburse for travel and business expenses; and
3. A standardized form for documenting travel and business expenses, as well as “the nature of the official business” for which reimbursement is sought.

Timelines

- Effective date of the Act: January 1, 2017.
- Effective date of the regulations: March 2, 2017.

After March 2, 2017, expenses for employees or officers that exceed the maximum allowable expenses **must** be approved by a roll call vote at a Village Board meeting, and **all** expenses of the *corporate authorities must* also be approved in this manner.

Entertainment Expenses

After January 1, 2017, no unit of local government can reimburse any elected or appointed official, employee or officer of the Village for entertainment expenses such as tickets for sporting events or other amusement *unless* such entertainment expenses are “ancillary to the purpose of the program or event” (e.g., as part of a convention).

BOARD ACTION NEEDED

To comply with the Act, the Village Board must adopt a policy that must be adhered to by all elected officials, appointed officials, and Village employees who wish to have their travel, lodging and meal expenses reimbursed when traveling on official Village business.

To date, the Village's Personnel Manual already addresses a significant portion of the requirements imposed by the Act, including a Village of Lemont Travel Request Form which compiles with the Act. The Personnel Manual only addresses travel for training and conferences; it does not address other travel and lodging that may become necessary from time to time. It also does not address meal reimbursement during non-travel events. Furthermore, the total amount that can be reimbursed without further Village Board action must also be established and included in the Personnel Manual.¹ Those changes will be incorporated into Personnel Manual prior to the effective date of Act.

In addition to the Personnel Manual changes, an ordinance imposing similar requirements upon the travel of elected and appointed officials must also be adopted. As the Personnel Manual only applies to employees of the Village, the Village Code governs elected and appointed officials of the Village through via the Lemont, Illinois Municipal Code. The same requirements that apply to employees can apply to the elected and appointed officials. However, there is no need for a maximum amount that can be reimbursed for the Village Board, as required by the Act each and every travel, lodging and meal expense must be approved at a Village Board meeting.

ANALYSIS

Comprehensive Plan: This has no impact upon the Comprehensive Plan

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

RECOMMENDATION

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

BOARD ACTION REQUESTED

Motion and Adoption of the attached Ordinance.

Motion and Adoption of the attached Resolution.

¹ It is important to note that reimbursement is still not automatic. Travel must serve a purpose beneficial to the Village and must receive the prior approval of the Village Administrator.



A Resolution Amending the Village of Lemont Personnel Manual approving the Settlement Agreement and Release (Travel Policy).

An Ordinance Amending the Lemont, Illinois Municipal Code (Title 2 – Administration and Personnel).



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE

(Title 2 – Administration and Personnel)

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12th DAY OF December, 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 12th day of December, 2016.**

**AN ORDINANCE AMENDING THE LEMONT MUNICIPAL CODE
(Title 2 – Administration and Personnel)**

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 Local Government Travel Expense Control Act, 50 ILCS 150/1 *et. seq.* (“Act”) requires non-home rule units of local government to regulate the reimbursement of all travel, meal and lodging expenses of its Elected Officials, Appointed Officials and employees; and

WHEREAS, the President and Board of Trustees find that adopting the attached Village of Lemont Travel Policy – Village Officials (“Travel Policy”) is in the best interest of the public and further complies with the requirements of the Act; and

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

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

SECTION 2: The LEMONT, ILLINOIS MUNICIPAL CODE is hereby amended in Title 2, “Administration and Personnel”, by creating Section 2.68 Travel Policy as in the manner and form shown:

2.68.010. Travel Policy

Pursuant to the Local Government Travel Expense Control Act, the Village must regulate the reimbursement of all Expenses incurred by the Village’s Elected Officials and the Village’s Appointed Officials should reimbursement to that Village Official for those expenditures be made with public funds. Each Village Official is responsible for assuring that the expenditures are prudent and necessary to effectively fulfill their duties to the Village.

2.68.020. Definitions

“Act” is the Local Government Travel Expense Control Act, 50 ILCS 150/1 *et. seq.*.

“Appointed Officials” shall mean those duly appointed members of the Village’s Commissions and Committees and the Village Treasurer.

“Business Expenses” shall mean those expenditures which are incurred in the performance of an official Village of Lemont purpose, including attending meetings with

government officials, pre-approved seminars and training programs, community programs and any other related public purposes.

“Elected Officials” shall mean the duly elected Mayor, Village Trustees and the Village Clerk.

“Entertainment” includes, but is not limited to shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose or program or event.

“Expenses” includes both Business Expenses and Travel Expenses.

“Travel Expenses” means any expenditure directly incidental to official Village business by Village Officials, involving reimbursement to the traveling Village Official or for the Village’s direct payment to private agencies providing transportation or related services. These expenditures include but are not limited to: Airfare, Mileage for personal automobiles, Automobile rentals, Public transportation, Other transportation, Hotel/Motel accommodations, Meals while traveling, Storage or baggage fees, Tolls, and Parking.

“Village Officials” includes both Elected Officials and Appointed Officials.

2.68.030. Applicability and Necessity of Public Purpose

This Travel Policy shall apply to Village Officials. The Village hereby recognizes that certain Expenses are necessary and proper for the efficient conduct of public business. Such Expenses are properly incurred for the promotion of public business or are related to attendance at schooling, conferences, seminars, meetings and workshops, where such attendance is necessary for continuing education as it relates to the Village Official’s position, or is deemed worthwhile for reasons including but not limited to, networking, marketing or facilitating the duties of the office or business of the Village.

2.68.040. Allowable Expenses and Reimbursement

Expenses shall be limited to those expenses necessarily incurred by the Village Official in the performance of duties related to the official business of the Village. In addition to Expenses, a Village Official may be reimbursed for incidental expenditures which shall include, but are not limited to tips (as authorized by the Village’s Financial Policy) and miscellaneous expenses (must be accompanied by a receipt if over \$10.00).

Expenses to be reimbursed to any Official must be approved by a roll-call vote at an open meeting of the Village Board as part of the warrant approval process.

2.68.050 Documentation of Expenses and Forms

Before an Expense may be approved, the Village Travel Request Form must be completed in full.

2.68.060 Exclusions

- a. Alcoholic beverages are excluded from reimbursement.
- b. Expenses related to entertainment are excluded from reimbursement, unless such entertainment is ancillary to the purpose or program or event. For example, “ancillary” means those entertainment events which are included in the registration cost of a convention or seminar.
- c. In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Village Travel Request Form and shall not be reimbursed.

2.68.070 Emergencies

In the event of an emergency necessitating travel or the incurrence of an Expense, the requirements of this Travel Policy shall be waived prior to travel or incurring the Expense. However, within thirty (30) days of any emergency expenditure, the Village Travel Request Form shall be completed and filed with the Village Administrator for reimbursement and to document the emergency. Report of any emergency expenditure exceeding the amount provided for in this Travel Policy shall be provided to the Village Board of Trustees in an open meeting by the Village Official who incurred the emergency expenditure.

SECTION 3: The Village hereby adopts as its official standardized form for the submission of Expenses the Village Travel Request Form attached as Exhibit A to this Ordinance.

SECTION 4: That the Village Clerk of the Village of Lemont be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and provided.

SECTION 5: Should any Section or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part declared to be invalid.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 12th day of December, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	_____	_____	_____	_____
Paul Chialdikas	_____	_____	_____	_____
Clifford Miklos	_____	_____	_____	_____

Ron Stapleton
Rick Sniegowski
Jeanette Virgilio

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**VILLAGE OF LEMONT
TRAVEL REQUEST FORM -- Officials**

Official Name/Title:	Account #
Purpose of Travel:	Estimated Expenses:
Destination:	
Departure Date:	
Return Date:	
	Transportation: \$ _____
	Lodging: \$ _____
	Meals: \$ _____
	Registration: \$ _____
	Miscellaneous: \$ _____
	Total Estimate: \$ _____

Actual Expenses

Day	Date	Breakfast*	Lunch*	Dinner*	Lodging	Reg. Fees	Misc Exp.	Total
Totals		*Include Tips						

Transportation

Airline: \$ _____

Automobile: _____ Miles @ \$ _____ \$ _____

Other \$ _____

Total Expenses: \$ _____

Less: Pre-paid by Village \$ _____

 Advance to Official \$ _____

Amount due to <from> employee \$ _____

Submitted By: _____ Date _____

Approved By Roll Call Vote of the Village Board: _____ Date of Village Board Meeting _____

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE VILLAGE OF LEMONT PERSONNEL MANUAL
(Travel Policy)**

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 Local Government Travel Expense Control Act, 50 ILCS 150/1 *et. seq.* requires non-home rule units of local government to regulate the reimbursement of all travel, meal and lodging expenses of its officers and employees; and

WHEREAS, the President and Board of Trustees find that adopting the attached Village of Lemont Travel Policy – Employees ("Travel Policy") is in the best interest of the public and further complies with the requirements

WHEREAS, on March 23, 2015, the President and Board of Trustees adopted Resolution No. R-15-15 which adopted in full the Village of Lemont Personnel Manual effective as of March 23, 2015 which applies to Village employees; and

WHEREAS, the President and Board of Trustees desire to amend the Village of Lemont Personnel Manual further with respect to requirements set forth in the Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES as follows:

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

SECTION 2: That the Village of Lemont Personnel Manual effective March 23, 2015, shall be amended so that a new Section 5.16 is created and titled Travel Policy is added and that the existing Sections of 5.16, 5.17 and 5.18 are renumbered as noted below:

5.16 Travel Policy

Pursuant to the Local Government Travel Expense Control Act, the Village must regulate the reimbursement of all Expenses incurred by Village employees should reimbursement to that employee for those expenditures be made with public funds. Each employee is responsible for assuring that the expenditures are prudent and necessary to effectively fulfill their duties to the Village.

1. Definitions

“Act” is the Local Government Travel Expense Control Act, 50 ILCS 150/1 *et. seq.*

“Business Expenses” shall mean those expenditures which are incurred in the performance of an official Village of Lemont purpose, including attending meetings with

government officials, pre-approved seminars and training programs, community programs and any other related public purposes.

“Entertainment” includes, but is not limited to shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose or program or event.

“Expenses” includes both Business Expenses and Travel Expenses.

“Travel Expenses” means any expenditure directly incidental to official Village business by Village employees, involving reimbursement to the traveling employee or for the Village’s direct payment to private agencies providing transportation or related services. These expenditures include but are not limited to: Airfare, Mileage for personal automobiles, Automobile rentals, Public transportation, Other transportation, Hotel/Motel accommodations, Meals while traveling, Storage or baggage fees, Tolls, and Parking.

2. Necessity of Public Purpose

The Village hereby recognizes that certain Expenses are necessary and proper for the efficient conduct of public business. Such Expenses are properly incurred for performing mandated, job-required duties or are related to attendance at schooling, conferences, seminars, meetings and workshops, where such attendance is necessary for continuing education, or is deemed worthwhile for reasons including but not limited to, networking, marketing or facilitating the duties of the employee’s office or business of the Village.

3. Allowable Expenses and Reimbursement

Expenses shall be limited to those expenditures necessarily incurred by the employee in the performance of duties related to the official business of the Village. In addition to Expenses, an employee may be reimbursed for incidental expenditures which shall include, but are not limited to tips (as authorized by the Village’s Financial Policy) and miscellaneous expenses (must be accompanied by a receipt if over \$10.00).

Without securing additional approval from the Village Board of Trustees, the maximum allowable Expense per category listed below to be reimbursed in any budget year shall not exceed for the following employees:

Village Administrator
Deputy Village Administrator
Corporation Counsel
Department Directors
Executive Assistant

Travel Expenses: \$10,000
Business Expenses: \$10,000
Meals (unrelated to travel): \$1,500

Employees not listed above:

Expenses: \$5,000

All travel and training must receive the prior authorization of the Village Administrator; except in the case of emergencies. In the case of an emergency and in the absence of the Village Administrator, the Deputy Village Administrator, and in the absence of the Deputy Village Administrator, the Department Director that supervises the employee may provide such authorization. The authorizing supervisor shall report the same to the Village Administrator.

Employees shall be reimbursed for the expenses incurred in the same manner as provided for in Section 5.17A. **Reimbursement Criteria** and 5.18B. **Compensation and Reimbursement of Expense.**

4. Exclusions

- a. Alcoholic beverages are excluded from reimbursement.
- b. Expenses related to entertainment are excluded from reimbursement, unless such entertainment is ancillary to the purpose or program or event. For example, “ancillary” means those entertainment events which are included in the registration cost of a convention or seminar.
- c. In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Village Travel Request Form (Appendix B) and shall not be reimbursed.

5. Exceptions

Any exceptions to this Policy must be granted in writing by the Village Administrator

6. Emergencies

In the event of an emergency necessitating travel or the incurrence of a Business Expense, the requirements of this Section shall be waived prior to travel or incurring the expense. However, within thirty (30) days of any emergency expenditure, the Village Travel Request Form (Appendix B) shall be completed and filed with the Village Administrator for reimbursement and to document the emergency. Report of any emergency expenditure exceeding the amount provided for in this Section shall be provided to the Village Board of Trustees in an open meeting.

7. Other Policies

Other Village policies and sections of this Personnel Manual may also regulate the items address in this Section. Nothing in this Section is intended to alleviate or relinquish the requirements and obligations found in those other policies. It is the obligation of the employee to ensure that all Village policies are adhered to.

SECTION 3: That the Village of Lemont Personnel Manual effective March 23, 2015, shall be amended so that Exhibit B of the Village of Lemont Personnel Manual be replaced in its entirety with the new Exhibit B attached to his resolution.

SECTION 4: All other provision of the Lemont Personnel Manual shall remain in full force and effect.

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

SECTION 6: The Village Clerk of the Village of Lemont shall certify to the adoption of this Resolution 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 12th day of December, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**VILLAGE OF LEMONT
TRAVEL REQUEST FORM**

Employee Name/Title:	Account #
Purpose of Travel:	Estimated Expenses: Transportation: \$ _____ Lodging: \$ _____ Meals: \$ _____ Registration: \$ _____ Miscellaneous: \$ _____ Total Estimate: \$ _____
Destination:	
Departure Date: Return Date:	
Authorization Recommended:	
Department Director Date	
Funds Available:	
Finance Director Date	Travel Authorized:
	Village Administrator Date

Actual Expenses

Day	Date	Breakfast*	Lunch*	Dinner*	Lodging	Registration Fees	Misc Expenses	Total
Totals		*Include Tips						

Transportation

Airline: \$ _____

Automobile: _____ Miles @ \$ _____ \$ _____

Other \$ _____

Total Expenses: \$ _____

Less: Pre-paid by Village \$ _____

Advance to Employee \$ _____

Amount due to <from> employee \$ _____

Submitted By: _____ Date _____

Approved By: _____ Department Director Village Administrator

TO: Village Board
FROM: Heather Valone, Village Planner
THROUGH: Jeffery Stein, Deputy Village Administrator
SUBJECT: Case 25-23 Woodglen Subdivision
DATE: December 1, 2016

SUMMARY/ BACKGROUND

Don Stevens, of Woodglen Development, LLC is requesting acceptance of Phase II of Woodglen. The Village Engineer and the Public Works Director have reviewed Phase II and find it complete for acceptance. The subdivision would enter the required two-year maintenance period which the appropriate Letter of Credit has been submitted by Mr. Stevens.

STAFF RECOMMENDATION

Staff is recommending acceptance of the subdivision and approval of the resolution.

BOARD ACTION REQUESTED

Vote on the attached resolution.

ATTACHMENTS

1. A Resolution Accepting Public Improvements and Releasing the Letter of Credit for Woodglen II.

**VILLAGE OF LEMONT
RESOLUTION No. _____**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND RELEASING THE
LETTER OF CREDIT FOR WOODGLEN II**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12TH DAY OF DECEMBER, 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 12TH DAY OF
DECEMBER, 2016**

RESOLUTION NO. _____

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND RELEASING THE LETTER OF CREDIT FOR WOODGLEN II

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

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

WHEREAS, in the matter of Woodglen Phase II, owned and developed by Woodglen Development, LLC, located generally south of Schultz Street and west of First Street in the Village of Lemont, a Standby Letter of Credit No. SBY/12/30621 issued by First American Bank in the amount of \$112,796.75 was deposited with the Village of Lemont to guarantee completion of public improvements in said subdivision; and

WHEREAS, Don Stevens of Woodglen Development, LLC, requested acceptance of public improvements in Woodglen Phase II subdivision and provided a Bill of Sale for the public improvements (attached hereto as Exhibit B); and

WHEREAS, Village Engineer James L. Cainkar inspected the public improvements and recommends acceptance of said completed public improvements located upon the dedicated property; and

WHEREAS, pursuant to the UDO, the initiation of the two-year subdivision maintenance period shall commence upon the passage of this resolution;

NOW, THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Lemont, that the public improvements at Woodglen Phase II, and the Bill of Sale are hereby accepted and the Letter of Credit No. SBY/12/30621 is hereby released, with the following conditions:

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

Section 2. That the required two-year maintenance period shall hereby commence and shall expire two years from the date of passage of this Resolution; or shall extend for an additional two years after the cure of any defects that occur during the maintenance period.

Section 3. A letter of credit in the amount of \$47,301.37 shall be submitted to the Village to cover the required two-year maintenance period for Woodglen Phase II.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE,
ILLINOIS, on this 12th day of December, 2016.**

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

Approved by me this 12th day of December, 2016

BRIAN K. REAVES, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

Exhibit A



IC CONSULTING, INC.
300 W. WASHINGTON ST., SUITE 1100, CHICAGO, IL 60601
TEL: 312.467.1100
FAX: 312.467.1101
www.icconsulting.com

PLAT OF SUBDIVISION WOODGLEN SUBDIVISION FIRST STREET LEMONT, ILLINOIS

PROJECT No. 5047

Exhibit B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Donald A. Stevens, on behalf of Woodglen Development, LLC, an Illinois Limited Liability Company (hereafter referred to as the "Developer") in consideration, does hereby grant, sell, transfer and deliver unto the **VILLAGE F LEMONT**, an Illinois municipal corporation, the following goods, chattels and other items of personal property in connection with the Woodglen Subdivision Phase II namely:

All public improvements located within the Woodglen Subdivision Phase II located generally south of Schultz Street, on the west side of First Street, Village of Lemont, such public improvements including but not limited to all sanitary sewer and water lines, all storm lines, all streets and street improvements, all curbing, all sidewalks, all streetlights, signs and parkway trees.

The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village the ownership of all items of personalty that comprise the sanitary sewer, water distribution system and street system installed by the Developer to date within the Woodglen Subdivision Phase II located south of Schultz Street, on the west side of First Street.

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

Dated at Lemont this 30th day of November, 2016

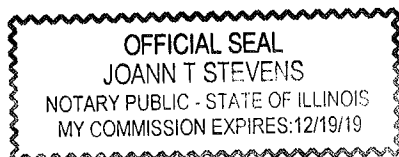
By: Woodglen Development, LLC

Donald A. Stevens
Member

STATE OF ILLINOIS)
)SS.
COUNTY COOK)

I, JoAnn T. Stevens, a Notary Public in and for the said County, in the State of Illinois, **DO HEREBY CERTIFY** that Donald A. Stevens is personally known to me to be the same person and acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal the 30th day of November, 2016.



Joann T. Stevens
Notary Public

TO: Village Board
FROM: Heather Valone, Village Planner
THROUGH: Jeffery Stein, Deputy Village Administrator
SUBJECT: Case 15-08 The Estates of Montefiori Subdivision
DATE: December 1, 2016

SUMMARY/ BACKGROUND

Walt Rebenson, of RREF II – ARGE Montefiori JV, LLC has requested a reduction of its LOC. The Village Engineer and the Public Works Director have reviewed the request and find the reduction acceptable.

STAFF RECOMMENDATION

Staff is recommending approval of the resolution.

BOARD ACTION REQUESTED

Vote on the attached resolution.

ATTACHMENTS

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

VILLAGE OF LEMONT

RESOLUTION NO. _____

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

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12TH DAY OF DECEMBER, 2016**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village of
Lemont, Cook, Will and DuPage Counties,
Illinois on this 12th day of December, 2016**

RESOLUTION NO. _____

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

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

WHEREAS, in the matter of the Estates of Montefiori subdivision located at 11250 Archer Avenue and 12900 Main Street in Lemont, IL, First American Bank, IL issued Irrevocable Letter of Credit No. SBY-16-30740 in the amount of \$3,064,912.00 and was deposited with the Village of Lemont to guarantee completion of subdivision improvements; and

WHEREAS, Walter Rebenson, of RREF II – AREG Montefiori JV, LLC, developer of the Estates of Montefiori subdivision, has completed certain improvements and has requested a reduction in the aforementioned letter of credit; and

WHEREAS, the Village Engineer of the Village of Lemont has inspected certain portions of the improvements and has found these portions to have been satisfactorily installed; and

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

1. Irrevocable Letter of Credit No SBY-16-30740 is hereby reduced to a balance of \$604,908.96.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL,
AND DU PAGE, ILLINOIS, on this 12th day of December, 2016.**

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Ron Stapleton

Rick Sniegowski

Jeanette Virgilio

APPROVED by me this 12th day of December, 2016

BRIAN K. REAVES, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk

TO: Mayor Brian K. Reaves
Village Board of Trustees

FROM: Heather Valone, Village Planner

THRU: Jeff Stein, Deputy Village Administrator

SUBJECT: Plat of Easement Kettering Subdivision

DATE: December 7, 2016

SUMMARY/ BACKGROUND

MI Homes of Chicago is requesting a Plat of Easement for a public utility easement. The easement is located behind lots 99-101, generally located in the center of the subdivision (Figure 1). This area is the future park site (lot 253) in the center of the development. The lots developed prior to the utility extensions being placed. Thus the utility companies and MI would like to avoid disturbing built lots.



Figure 1 The red arrow indicates the location of the requested easement.

As the Park District will be the end users of the site the staff contacted the Park District to determine if the easement would negatively impact the development of the park site. The Park District indicated that it would not have negative impacts on the future park.



418 Main Street | Lemont, IL

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution.

BOARD ACTION REQUESTED

Vote on the attached resolution.

ATTACHMENTS

1. Resolution Accepting a Public Utility Easement

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

A RESOLUTION ACCEPTING A PUBLIC UTILITY EASEMENT

(Kettering Subdivision Lot 253 Public Utility Easement)

WHEREAS, the Village of Lemont has received a Public Utility Easement for public utility purposes from MI Homes of Chicago, LLC in connection with the construction of the Kettering Subdivision; and

WHEREAS, said Public Utility Easement allows for the installation, construction, and maintenance of public utilities'; and

WHEREAS, the Plat of Easement attached hereto legally describes the Public Utility Easement; and

WHEREAS, said the plat of easement was reviewed in accordance with Title 17 of Lemont, Illinois Municipal Code, Lemont Unified Development Ordinance and approved by the Planning and Economic Development Director and the Village Engineer; and

WHEREAS, the President and Board of Trustees have determined that the proposed plat of easement is in the best interest of the Village of Lemont.

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

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

SECTION 2: Plat Approval. The Plat of Easement, which is attached hereto and made part hereof as Exhibit A, is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 12TH DAY OF DECEMBER, 2016.

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Rick Sniegowski

Ron Stapleton

Jeanette Virgilio

APPROVED BY ME THIS 12TH DAY OF DECEMBER, 2016

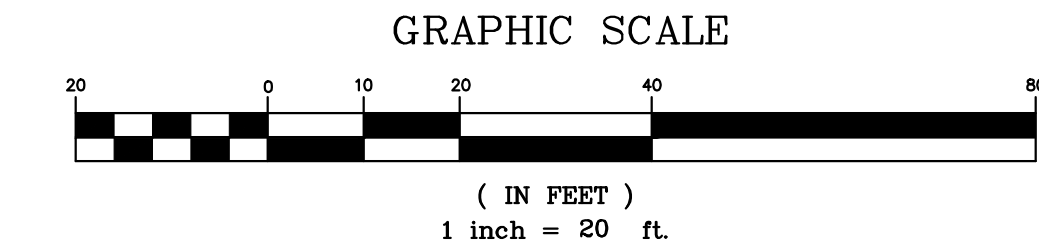
BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

PLAT OF EASEMENT OVER

PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP
37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.



Know what's below.
Call before you dig.

OWNER'S CERTIFICATE

OWNER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT M/I HOMES OF CHICAGO, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____
THIS ____ DAY OF _____, A.D., 20 ____

OWNER NAME: _____

ADDRESS: _____

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ (PRINT NAME), _____ (TITLE), AND

_____ (PRINT NAME), _____ (TITLE), OF SAID LIMITED LIABILITY COMPANY, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH

_____ AND _____ RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS ____ DAY OF _____, A.D., 20 ____

NOTARY PUBLIC SIGNATURE _____

(PRINT NAME) _____

COM ED COMPANY AND AT&T CORPORATION EASEMENT PROVISIONS:

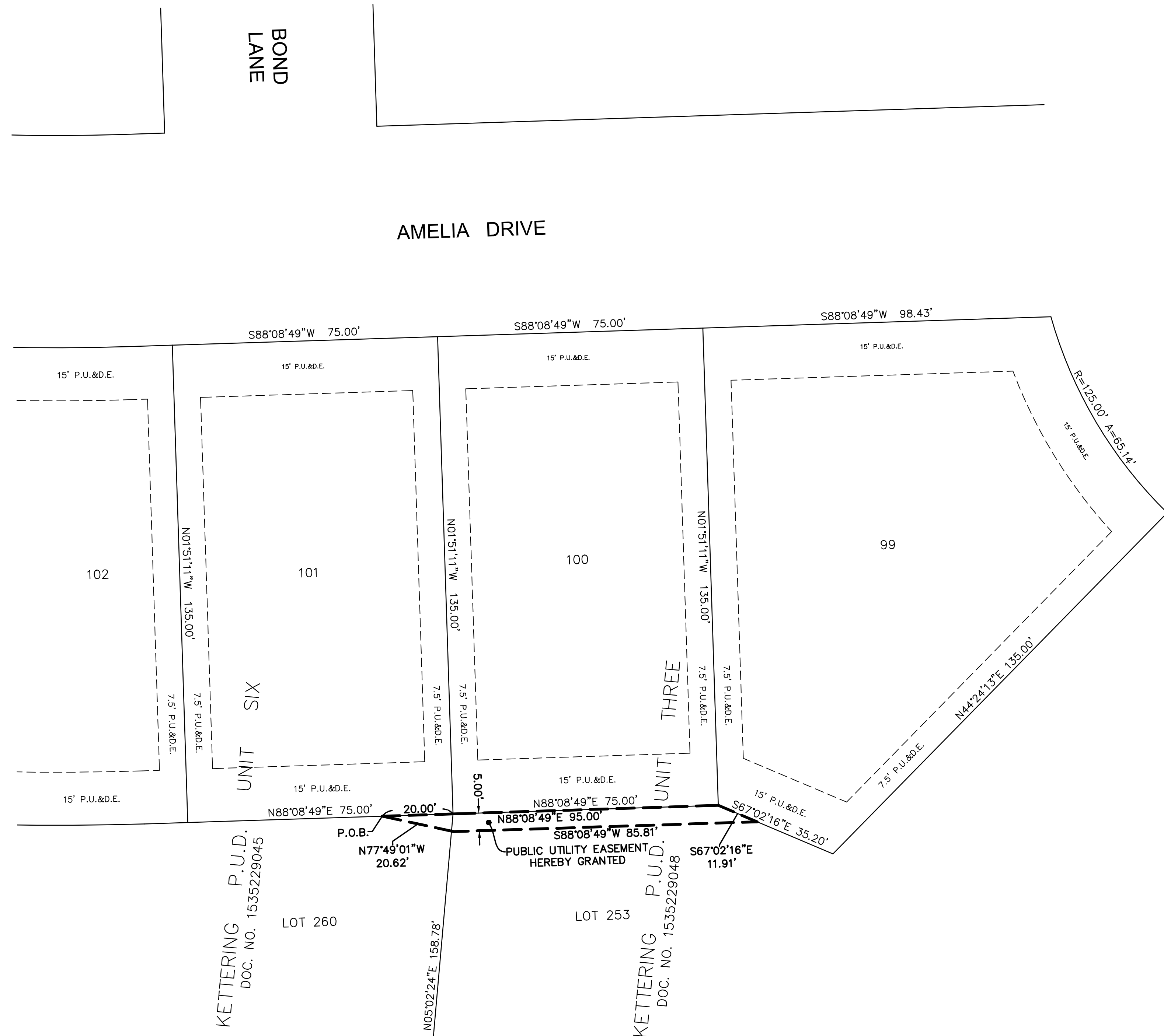
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMED COMPANY AND AT&T CORPORATION, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF OVERHEAD AND UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES AND APPURTENANCES IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS REQUIRED TO PROVIDE KETTERING P.U.D. UNIT THREE AND UNIT SIX AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH ELECTRIC AND COMMUNICATIONS SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. NO BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

NICOR CORPORATION/NICOR GAS COMPANY EASEMENT PROVISIONS:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NICOR CORPORATION AND NICOR GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE KETTERING P.U.D. UNIT THREE AND UNIT SIX AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS SUPPLY SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERRECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

COMCAST COMMUNICATIONS EASEMENT PROVISIONS:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMCAST COMMUNICATIONS CORPORATION, OPERATING WITHIN THE VILLAGE OF LEMONT, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF CABLE COMMUNICATION AND BROADCAST SIGNAL SYSTEMS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT AND DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS AS REQUIRED TO PROVIDE KETTERING P.U.D. UNIT THREE AND UNIT SIX AND OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH COMMUNICATION AND BROADCAST TV SERVICES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS FOR EACH LOT. NO BUILDINGS OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED OR ERRECTED IN ANY SUCH "PUBLIC UTILITY AND DRAINAGE EASEMENT" OR "PU & DE" AREAS, WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.



PUBLIC UTILITY EASEMENT SHOWN HEREON IS HEREBY APPROVED AND ACCEPTED BY:

COMED COMPANY
BY: _____ DATE _____
TITLE: _____

AT&T CORPORATION
BY: _____ DATE _____
TITLE: _____

NICOR CORPORATION
BY: _____ DATE _____
TITLE: _____

COMCAST COMMUNICATIONS CORPORATION
BY: _____ DATE _____
TITLE: _____

LEGAL DESCRIPTION:

THAT PART OF LOT 253 IN KETTERING P.U.D. UNIT THREE, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2015 AS DOCUMENT NO. 1535229048 AND THAT PART OF LOT 260 IN KETTERING P.U.D. UNIT SIX, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 2015 AS DOCUMENT NO. 1535229045, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 260 IN KETTERING P.U.D. UNIT SIX THAT IS 20.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 260; THENCE NORTH 88 DEGREES 08 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 260 AND ALONG THE NORTH LINE OF LOT 253 KETTERING P.U.D. UNIT THREE, 95.00 FEET TO AN ANGLE IN THE NORTH LINE OF SAID LOT 253; THENCE SOUTH 67 DEGREES 02 MINUTES 16 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 253, A DISTANCE OF 11.91 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 49 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 253, A DISTANCE OF 85.81 FEET; THENCE NORTH 77 DEGREES 49 MINUTES 01 SECOND WEST, 20.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS AT A PUBLIC MEETING HELD ON

THIS ____ DAY OF _____, 20 ____

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

SURVEYOR'S STATEMENT

THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDS, MAPS AND PLATS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2017

BY: _____ DATE: _____
DAVID P. FILIPSKI
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3352
LICENSE EXPIRES: 11/30/2018

NO.	DATE	BY	BOOK	NO.	PG.	NO.
1	11-30-16	CM				
2	12-02-16	CM				

PROJECT	CLIENT
Kettering Lemont, IL	Advantage Consulting Engineers Lemont, IL 60469

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60202
PHONE: (630) 820-9100 FAX: (630) 820-7050 EMAIL: ADMIN@COMPASSSURVEYING.COM

Resolution No. _____

A Resolution Authorizing Execution of an Intergovernmental Agreement between the Village of Lemont and Cook County for the Provision of Environmental Health Inspectional Services

WHEREAS, the Village of Lemont (“Village”) desires to enter into an intergovernmental agreement with Cook County (“County”) for environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the County is willing to provide certain environmental health services through its Department of Public Health as more fully set forth in that certain Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services (“Agreement”) attached hereto as Exhibit A.

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

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

Section Two: The Mayor and/or Village Administrator are authorized to execute the Agreement and to make minor changes to the document prior to execution that do not materially alter the Village’s obligations, and to take any other steps necessary to carry out this resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 12th day of December, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

Clifford Miklos
Ron Stapleton
Rick Sniagowski
Jeanette Virgilio

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2016 by and between the Village of Lemont, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

WITNESSETH:

WHEREAS, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

WHEREAS, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

WHEREAS, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

WHEREAS, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

WHEREAS, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

NOW THEREFORE, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
 - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
 - c. Provide the **VILLAGE** with reports of inspections undertaken;
 - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
 - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
 - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
- a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
 - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
 - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2016 and shall continue through November 30, 2017 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Mayor, Village of Lemont, 418 Main Street, Lemont, Illinois 60439.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

VILLAGE OF LEMONT
a municipal corporation

By: _____

Mayor

ATTEST:

By: _____
Village Clerk

Dated:

COUNTY OF COOK, a body
corporate and politic

By: _____

Dated

Director, Cook County
Department of Public Health

TO: Village Board
FROM: Jeff Stein, Deputy Village Administrator
SUBJECT: Addition of the National Public Pension Fund Association 457 Deferred Compensation Plan for Village Employees
DATE: December 12, 2016

SUMMARY/ BACKGROUND

Currently the Village provides two active and approved deferred compensation plans for employees; ICMA-RC and Waddell & Reed. The addition of the National Public Pension Fund Association (NPPFA) would give our employees a third option for a voluntary retirement plan.

Implementation of this plan incurs no extra cost to the Village and requires minimal staff time. NPPFA offers some additional options not found in ICMA-RC or Waddell & Reed and they currently serve many local municipalities, including the Lemont Fire District.

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.

STAFF RECOMMENDATION

The Village Administration is recommending that the Village Board approve the addition of the National Public Pension Fund Association 457 Deferred compensation Plan as a deferred compensation plan for Village employees.

BOARD ACTION REQUESTED

Motion and Adoption of the attached Resolution.

Resolution No. _____

A Resolution Authorizing the Addition of the National Public Pension Fund Association 457 Deferred Compensation Plan as a Deferred Compensation Plan for Village Employees

WHEREAS, the Village provides two options for employees to voluntarily participate in an approved deferred compensation plan; and

WHEREAS, the Village’s deferred compensation plan is an added benefit to its employees; and

WHEREAS, as part of that benefit, the Village is adding the National Public Pension Fund Association (formerly known as the Illinois Public Pension Fund Association) as a third option;

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 National Public Pension Fund Association 457 Deferred Compensation Plan is an authorized additional plan to the Village’s Deferred Compensation Plan

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 12th day of December, 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: Christina Smith, Finance Director
Darshana Prakash, Accounting Manager
THROUGH: George Schafer, Village Administrator
SUBJECT: Resolution accepting Illinois Department of Transportation (IDOT)
Compliance Review No. 57 and Resolution to transfer funds from Road
Improvement Fund to Motor Fuel Tax (MFT) Fund

DATE: December 12, 2016

SUMMARY/ BACKGROUND

In early 2016, IDOT conducted a Compliance Review of the use of the MFT Funds by the Village for the period beginning January 1, 2010 to December 31, 2015.

Staff worked with IDOT auditors to complete the review process. Subsequently, IDOT noted certain outstanding items, one of which required funds be transferred from the Road Improvement Fund to the MFT fund in the amount of \$19,634.54.

The attached Resolution is a housekeeping item, accepting IDOT Compliance Review No. 57 of Motor Fuel Tax Fund received and disbursed by the Village of Lemont for the period January 1, 2010 to December 31, 2015. This Compliance Review report will be retained by the Village of Lemont as a permanent record.

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan.

This Compliance Review is in line with keeping the financial stability of the Village.

Budget (if applicable).

The transfer from Road Improvement Fund to MFT Fund will be reflected in the budget accordingly.



STAFF RECOMMENDATION

First, please pass the attached Resolution accepting IDOT Compliance Review No. 57.

Second, on passing the above Resolution, please authorize the transfer of \$19,634.54 per the attached Resolution from the Road Improvement Fund to the MFT Fund per the IDOT Compliance Review.

BOARD ACTION REQUESTED

First, please pass the attached resolution to accept IDOT Compliance Review No. 57.

Second, on passing the above Resolution, please authorize the transfer of \$19,634.54 per the attached Resolution from the Road Improvement Fund to the MFT Fund per the IDOT Compliance Review.

ATTACHMENTS

- 1) Resolution Accepting IDOT Compliance Review No. 57 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2010 to December 31, 2015.
- 2) Resolution Authorizing Transfer of Funds to Motor Fuel Tax (MFT) Fund for the Period January 1, 2010 to December 31, 2015



Resolution No. _____

A Resolution Accepting IDOT Compliance Review No. 57 of Motor Fuel Tax Funds Received and Disbursed by the Village of Lemont for the Period January 1, 2010 to December 31, 2015

WHEREAS, the Village of Lemont (“Village”) has received Compliance Review No. 57 from the Illinois Department of Transportation as the official record of the receipt and disbursement of Motor Fuel Tax Funds for the period January 1, 2010 to December 31, 2015; and

WHEREAS, Compliance Review No. 57 attached hereto as Exhibit A will be retained by the Village of Lemont as a permanent record.

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

SECTION ONE: This Resolution shall become effective upon passage, approval and publication in the manner provided by law.

SECTION TWO: All Resolutions or parts of Resolutions inconsistent with this Resolution are hereby expressly repealed.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS on this 12th day of December, 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



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS
Motor Fuel Tax – Compliance Review
Village of Lemont
Cook County

September 13, 2016

VIA CERTIFIED MAIL

Ms. Charlene Smollen
Village Clerk
Village of Lemont
418 Main Street
Lemont, IL 60439

Dear Ms. Smollen:

Enclosed is a copy of Compliance Review No. 57 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the Village for the period beginning January 1, 2010 and ending December 31, 2015.

Please note any deficiencies (balances in brackets) indicated on the Summary of Motor Fuel Tax Fund Transactions by Section and Categories (BLR 15106). These deficit balances will be addressed with submittal of the proper BLR forms or with reimbursement. These should be cleared with the 2016 Compliance Review.

This report should be presented to the Village President and Board of Trustees at the first regular meeting after receipt of this letter, and filed as a permanent record.

If you have any questions or need additional information, please contact Kevin Stallworth, Field Engineer, at (847) 705-4169 or via email at Kevin.Stallworth@illinois.gov.

Very truly yours,

John Fortmann, P.E.
Region One Engineer

A handwritten signature in black ink, appearing to read 'C. Holt'.

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Christina Smith, Finance Director w/encl.



Compliance Review Cover Sheet

Agency: VILLAGE OF LEMONT	
Compliance Review for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Compliance Review Year(s): 2010 - 2015
	Compliance Review Number: 57
	Date: September 13, 2016



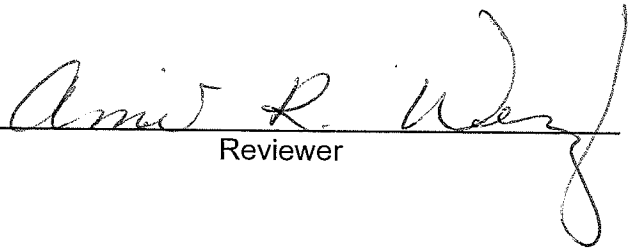
**Illinois Department
of Transportation**

Compliance Reviewer's Certificate

VILLAGE OF LEMONT

Compliance Review No. 57

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of LEMONT for the period beginning Jan. 1, 2010 and ending Dec. 31, 2015, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the compliance review findings.



Reviewer

REVIEWED AND APPROVED BY



District Local Roads and Streets Engineer

Date:

9/13/2016



VILLAGE OF Lemont

Compliance Report No. 57

Compliance Review Period: Jan. 1, 2010 to Dec. 31, 2015

Purpose of Compliance Review: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2015

The other receipts to the Motor Fuel Tax Fund were \$215,958.02 received as follows:

Interest 2010	502.03
Interest 2011	285.76
Interest 2012	471.96
Interest 2013	117.13
Interest 2014	31.72
Interest 2015	178.03
Reimbursement for old AA's & 93-00022-00-PV	89,669.44
Reimbursement for 98-00000-01-AA	41,300.61
Reimbursement for 98-00000-01-AA	96.00
Partial Jobs Now Allotment	63,250.55
High Growth Int. Deposited to pooled cash acct	19,450.00
Adjusting # to Balance MFT to Fund	604.79
Total received:	\$215,958.02

SIGNED



VILLAGE OF Lemont

Compliance Review Report No. 57

Compliance Reivew Period Jan. 1, 2010 - Dec. 31, 2015

Date: January 0, 1900

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Compliance Review	603,871.87	(163,953.13)	439,918.74			
Allotments	2,842,865.03	0.00	2,842,865.03			
Total MFT Funds	3,446,736.90	(163,953.13)	3,282,783.77			
Approved Authorizations	(2,856,398.29)	2,856,398.29	0.00			
Other Receipts		215,958.02	215,958.02			
Total	590,338.61	2,908,403.18	3,498,741.79			
Disbursements		2,888,782.89	2,888,782.89			
Surplus (Credits)	336,921.69	(336,921.69)	0.00			
Unexpended Balance	927,260.30	(317,301.40)	609,958.90			
Bank Reconciliation						
Balance in Fund per Bank Certificate Dec. 31, 2015			582,388.40			
Deduct Outstanding Warrants						
Add Outstanding investments			0.00			
Additions - Pooled Cash Account Dec. 31 2015			27,570.50			
Subtraction's						
Net Balance in Account Dec. 31, 2015			609,958.90			

Certified Correct

Ann R. Wang
Reviewer



Summary of Motor Fuel Tax Fund Transactions

VILLAGE OF Lemont

Compliance Review Period: January 1, 2010 - December 31, 2015

Compliance Review Report No. 57

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
CONSTRUCTION PROJECTS										
<i>93-00022-00-PV</i>										
CONST					0.00			0.00		0.00
ENG	(140,337.35)	55,098.75	85,238.60		0.00			0.00	201,642.18	116,403.58
<i>98-00027-00-SW</i>										
CONST	31,500.00				31,500.00		31,500.00	0.00	0.00	0.00
ENG					0.00			0.00	0.00	0.00
<i>98-00031-00-CH</i>										
CONST		1,376.79	(1,376.79)		0.00			0.00	0.00	1,376.79
ENG					0.00			0.00	0.00	0.00
<i>08-00042-00-TL</i>										
CONST		136,549.30			136,549.30	136,549.30		0.00	0.00	136,549.30
ENG					0.00	582.50		(582.50)		582.50
<i>08-00043-00-BR</i>										
CONST					0.00			0.00	0.00	0.00
ENG					0.00	7,154.94		(7,154.94)		7,154.94
<i>08-00044-00-RS</i>										
CONST					0.00			0.00	0.00	0.00
ENG	(10,879.73)		2,661.44		(8,218.29)	20,250.85		(28,469.14)	10,879.73	28,469.14
<i>08-00045-00-RS</i>										
CONST					0.00			0.00	0.00	0.00
ENG	(39,615.33)		(2,661.44)		(42,276.77)	1,382.78		(43,659.55)	39,615.33	43,659.55
<i>11-00048-00-RS</i>										
CONST		110,000.00			110,000.00			110,000.00	0.00	0.00
ENG					0.00	70.00		(70.00)	0.00	70.00
<i>11-00050-00-BI</i>										
CONST		11,500.00			11,500.00			11,500.00	0.00	0.00
ENG					0.00			0.00	0.00	0.00
TOTALS	(159,332.41)	314,524.84	83,861.81	0.00	239,054.24	165,990.37	31,500.00	41,563.87	252,137.24	334,265.80



Summary of Motor Fuel Tax Fund Transactions

VILLAGE OF Lemont

Compliance Review Period: January 1, 2010 - December 31, 2015

Review Report No. 57

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
MAINTENANCE PROGRAMS										
98-00000-00-GM										
MAINT		10,226.97	(10,226.97)		0.00			0.00		10,226.97
MAINT ENG					0.00			0.00		0.00
99-00000-00-GM										
MAINT		44,398.73	(44,398.73)		0.00			0.00		44,398.73
MAINT ENG					0.00			0.00		0.00
01-00000-00-GM										
MAINT		30,000.00	(30,000.00)		0.00			0.00		30,000.00
MAINT ENG					0.00			0.00		0.00
02-00000-00-GM										
MAINT		1,844.86	(1,844.86)		0.00			0.00	290,997.80	292,842.66
MAINT ENG					0.00			0.00	35,004.35	35,004.35
03-00000-00-GM										
MAINT	(3,514.00)	3,514.00			0.00			0.00	373,369.11	373,369.11
MAINT ENG					0.00			0.00	39,775.15	39,775.15
04-00000-00-GM										
MAINT	112,248.19				112,248.19		112,248.19	0.00	248,088.46	248,088.46
MAINT ENG	3,544.68				3,544.68		3,544.68	0.00	19,037.67	19,037.67
05-00000-00-GM										
MAINT	61,048.96		2,895.53		63,944.49		63,944.49	0.00	366,160.51	363,264.98
MAINT ENG	9,739.53				9,739.53		9,739.53	0.00	22,270.47	22,270.47
06-00000-00-GM										
MAINT	21,995.09	7,863.98	(29,859.07)		0.00			0.00	527,876.91	557,735.98
MAINT ENG	16,862.56				16,862.56		16,862.56	0.00	18,265.44	18,265.44
					0.00			0.00		0.00
TOTALS	221,925.01	97,848.54	(113,434.10)	0.00	206,339.45	0.00	206,339.45	0.00	1,940,845.87	2,054,279.97



Summary of Motor Fuel Tax Fund Transactions

VILLAGE OF Lemont

Compliance Review Period: January 1, 2010 - December 31, 2015

Review Report No. 57

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
MAINTENANCE PROGRAMS CONT.										
07-00000-00-GM										
MAINT	(34,444.79)	3,947.41	30,497.38		0.00			0.00	591,023.79	560,526.41
MAINT ENG	3,947.41				3,947.41		3,947.41	0.00	24,973.59	24,973.59
08-00000-00-GM										
MAINT	(98,581.71)	98,581.71			0.00			0.00	735,181.71	735,181.71
MAINT ENG	3,487.83				3,487.83		3,487.83	0.00	26,512.17	26,512.17
09-00000-00-GM										
MAINT	(76,317.70)	76,317.70			0.00			0.00	260,417.70	260,417.70
MAINT ENG					0.00			0.00		
10-00000-00-GM										
MAINT		474,756.86			474,756.86	470,371.83		4,385.03		470,371.83
MAINT ENG		21,349.85			21,349.85	21,629.85		(280.00)		
11-00000-00-GM										
MAINT		201,103.68			201,103.68	420,192.62		(219,088.94)		420,192.62
MAINT ENG		20,103.68			20,103.68	14,758.96		5,344.72		14,758.96
12-00000-00-GM										
MAINT		485,364.02			485,364.02	489,616.03		(4,252.01)		489,616.03
MAINT ENG		22,000.00			22,000.00	17,115.58		4,884.42		17,115.58
13-00000-00-GM										
MAINT					0.00	768,191.01		(768,191.01)		768,191.01
MAINT ENG					0.00	372.50		(372.50)		372.50
14-00000-00-GM										
MAINT		586,000.00			586,000.00	376,048.05		209,951.95		376,048.05
MAINT ENG					0.00	152.00		(152.00)		152.00
15-00000-00-GM										
MAINT		454,500.00			454,500.00	139,861.03		314,638.97		139,861.03
MAINT ENG					0.00	0.00		0.00		0.00
TOTALS	(201,908.96)	2,444,024.91	30,497.38	0.00	2,272,613.33	2,718,309.46	7,435.24	(453,131.37)	1,638,108.96	4,304,291.19



Summary of Motor Fuel Tax Fund Transactions

VILLAGE OF Lemont

Compliance Review Period: January 1, 2010 - December 31, 2015

Review Report No. 57

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
EARNED INTEREST										
02-00000-00-AC	12,077.72				12,077.72			12,077.72		0.00
03-00000-00-AC	6,794.19				6,794.19			6,794.19		0.00
04-00000-00-AC	8,057.71				8,057.71			8,057.71		0.00
05-00000-00-AC	21,003.89				21,003.89			21,003.89		0.00
06-00000-00-AC	34,116.35				34,116.35			34,116.35		0.00
07-00000-00-AC	31,429.04				31,429.04			31,429.04		0.00
08-00000-00-AC	8,567.33				8,567.33			8,567.33		0.00
09-00000-00-AC	557.73				557.73			557.73		0.00
10-00000-00-AC				502.03	502.03			502.03		0.00
11-00000-00-AC				285.76	285.76			285.76		0.00
12-00000-00-AC				471.96	471.96			471.96		0.00
13-00000-00-AC				117.13	117.13			117.13		0.00
14-00000-00-AC				31.72	31.72			31.72		0.00
15-00000-00-AC				178.03	178.03			178.03		0.00
OTHER CATEGORY										
98-00000-01-AA	(126,022.31)		84,625.70	41,396.61	0.00			0.00		0.00
02-00000-01-AA	(1,376.79)		1,376.79		0.00			0.00		0.00
02-00000-02-AA	(1,844.86)				(1,844.86)			(1,844.86)		0.00
09-00000-01-AA	(690.00)		690.00		0.00			0.00		0.00
09-00000-02-AA	(69.00)		69.00		0.00			0.00		0.00
09-00000-03-AA	(1,089.08)		1,089.08		0.00			0.00		0.00
09-00000-04-AA	(138.00)		138.00		0.00			0.00		0.00
09-00000-05-AA	(16,010.69)		755.78	604.79	(14,650.12)			(14,650.12)		0.00
10-00000-01-AA					0.00	3,405.00		(3,405.00)		3,405.00
11-00000-01-AA					0.00	568.56		(568.56)		568.56
11-00000-03-AC				19,450.00	19,450.00		19,450.00	0.00		0.00
11-00000-10-AC				63,250.55	63,250.55		72,197.00	(8,946.45)		0.00
12-00000-01-AA					0.00	509.50		(509.50)		509.50
93-00022-01-AC			(89,669.44)	89,669.44	0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
					0.00			0.00		0.00
TOTALS	(24,636.77)	0.00	(925.09)	215,958.02	190,396.16	4,483.06	91,647.00	94,266.10	0.00	4,483.06

Resolution No. _____

**A Resolution Authorizing Transfer of Funds to Motor Fuel Tax (MFT) Fund for the Period
January 1, 2010 to December 31, 2015**

WHEREAS, IDOT has determined that \$19,634.54 should be reimbursed to the MFT Fund for General Maintenance expenditures from January 1, 2010 to December 31, 2015.

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

SECTION ONE: The Village Board authorizes the Village Administrator and Village Treasurer to transfer \$19,634.54 from the Road Improvement Fund to the MFT Fund to fulfill this requirement.

SECTION TWO: Upon transfer of funds, proof shall be forwarded to IDOT.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS on this 12th day of December, 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



For District Use Only
Transaction Number _____
Date _____
Checked by _____

Municipality LEMONT

County Cook, DuPage, & Will

Rd. District 1

Section 10-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)	_____
Engineering	_____
Maintenance Engineering	280.00
Engineering Investigations	_____
Other Category	_____
Obligation Retirement	_____
Maintenance	_____
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 280.00

Comments _____

Date _____, _____

Signed by _____

Title of Official

Approved

Date
Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

Location of Property			Name of Owner	Acres Right- of-Way	Cost of Land Taken	Cost of Damage to Land Not Taken	Total
Street	Between (Street)	And (Street)					
						Total \$	



Municipal Maintenance Expenditure Statement

Local Public Agency: VILLAGE OF LEMONT
 County: COOK, DuPAGE & WILL
 Section Number: 10-00000-00-GM

I hereby certify that the maintenance operations shown below were completed in accordance with the items of work listed on the Municipal Estimate of Maintenance Costs, Form BLR 14231 approved on _____, and revised or supplemental Municipal Estimate of Maintenance Costs Form BLR 14231 approved on _____, and that the expenditure of Motor Fuel Tax funds, for that work during the maintenance period of 1/1/2010 through 12/31/2010 is as shown and that receipted bills are on file and available for audit.

Maintenance Operation Costs

Maintenance Operations (As listed on approved BLR 14231)	Maintenance Group	Labor	Materials	Equipment Rental	Contract	Total Maintenance Operation Cost	Operation Engineering Inspection Fee
A. Street Lighting						-	
Electrical Energy	I	27,910.07				27,910.07	
Luminaries, Poles & Bulbs	II	10,060.07	15,150.79			25,210.86	
B. Traffic Signals	II	15,301.52				15,301.52	
C. Street Signs	II		4,941.35			4,941.35	
D. Snow & Ice Control	I		179,143.24			179,143.24	
E. Street Repairs	II		15,955.24			15,955.24	
F. Resurfacing (Contract)	IV				201,909.55	201,909.55	
							21,629.85
Total Maintenance Cost						470,371.83	

Maintenance Engineering Cost Summary

Preliminary Engineering Fee	
Engineering Inspection Fee	21,629.85
Material Testing Costs	
Advertising Costs	
Bridge Inspections Costs	
Total Maintenance Engineering	21,629.85

	Maintenance	Maint. Engineering
Total Maintenance Program Costs	470,371.83	21,629.85
Contributions, Refunds, Paid with Other Funds		
Total Motor Fuel Tax Portion	470,371.83	21,629.85
Total Motor Fuel Tax Funds Authorized	499,546.71	21,629.85
Surplus/Deficit	29,174.88	-

Remarks: _____

Submitted:

Approved:

Municipal Official

Title

Date

Regional Engineer

Date



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE of LEMONT, Illinois, that there is hereby appropriated the sum of \$213,725.90 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2011 to December 31, 2011.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Charlene M. Smollen Clerk in and for the Village of Lemont, County of Cook, DuPage & Will

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees at a meeting on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of

(SEAL) Village Clerk

Approved
Regional Engineer
Department of Transportation
Date



For District Use Only
Transaction Number _____
Date _____
Checked by _____

Municipality Lemont

County Cook, DuPage, & Will

Rd. District 1

Section 2011-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)	_____
Engineering	_____
Maintenance Engineering	_____
Engineering Investigations	_____
Other Category	_____
Obligation Retirement	_____
Maintenance.....	213,725.90
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 213,725.90

Comments _____

Date _____ , _____

Signed by _____

George Schafer, Administrator
Title of Official

Approved

Date

Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

Location of Property			Name of Owner	Acres Right- of-Way	Cost of Land Taken	Cost of Damage to Land Not Taken	Total
Street	Between (Street)	And (Street)					
						Total \$	



For District Use Only	
Transaction Number	_____
Date	_____
Checked by	_____

Municipality Lemont

County Cook, DuPage, & Will

Rd. District 1

Section 2012-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)	_____
Engineering	_____
Maintenance Engineering	_____
Engineering Investigations	_____
Other Category	_____
Obligation Retirement	_____
Maintenance.....	4,252.01
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 4,252.01

Comments _____

Date _____ , _____

Signed by _____

George Schafer, Administrator
Title of Official

Approved

Date

Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

Location of Property			Name of Owner	Acres Right- of-Way	Cost of Land Taken	Cost of Damage to Land Not Taken	Total
Street	Between (Street)	And (Street)					
						Total \$	



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the PRESIDENT AND BOARD OF TRUSTEES of the VILLAGE of LEMONT, Illinois, that there is hereby appropriated the sum of \$415,063.51 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2013 to December 31, 2013.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Charlene M. Smollen Clerk in and for the Village of Lemont, County of Cook, DuPage & Will

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees at a meeting on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of

(SEAL) Village Clerk

Approved
Regional Engineer
Department of Transportation
Date



For District Use Only
Transaction Number _____
Date _____
Checked by _____

Municipality LEMONT

County _____

Rd. District _____

Section 13-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)	_____
Engineering	_____
Maintenance Engineering	372.50
Engineering Investigations	_____
Other Category	_____
Obligation Retirement	_____
Maintenance.....	768,191.01
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 768,563.51

Comments _____

Date _____ , _____

Signed by _____

Title of Official

Approved

Date
Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

Location of Property			Name of Owner	Acres Right- of-Way	Cost of Land Taken	Cost of Damage to Land Not Taken	Total
Street	Between (Street)	And (Street)					
						Total \$	



For District Use Only
Transaction Number _____
Date _____
Checked by _____

Municipality Lemont

County Cook, DuPage, & Will

Rd. District 1

Section 2014-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side)	_____
Engineering	_____
Maintenance Engineering	152.00
Engineering Investigations	_____
Other Category	_____
Obligation Retirement	_____
Maintenance	_____
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ 152.00

Comments _____

Date _____, _____

Signed by _____

George Schafer, Administrator
Title of Official

Approved

Date
Department of Transportation

Regional Engineer

Itemization of Right-of-Way Request

Location of Property			Name of Owner	Acres Right- of-Way	Cost of Land Taken	Cost of Damage to Land Not Taken	Total
Street	Between (Street)	And (Street)					
						Total \$	



Revised
Municipal Maintenance
Expenditure Statement

Local Public Agency: VILLAGE OF LEMONT
 County: COOK, DuPAGE & WILL
 Section Number: 15-00000-00-GM

I hereby certify that the maintenance operations shown below were completed in accordance with the items of work listed on the Municipal Estimate of Maintenance Costs, Form BLR 14231 approved on _____, and revised or supplemental Municipal Estimate of Maintenance Costs Form BLR 14231 approved on _____, and that the expenditure of Motor Fuel Tax funds, for that work during the maintenance period of 1/1/2015 through 12/31/2015 is as shown and that receipted bills are on file and available for audit.

Maintenance Operation Costs							
Maintenance Operations (As listed on approved BLR 14231)	Maintenance Group	Labor	Materials	Equipment Rental	Contract	Total Maintenance Operation Cost	Operation Engineering Inspection Fee
A. Street Lighting					15,352.33	15,352.33	
Luminaries, Poles & Bulbs	I	7,000.00	12,611.18			19,611.18	
B. Traffic Signals	II		35,921.72			35,921.72	
C. Street Signs	II		6,868.38			6,868.38	
D. Snow & Ice Control	I		74,853.18			74,853.18	
E. Street Repairs	II						
HMA Patch			6,888.47			6,888.47	
Stone & Sand			2,575.29			2,575.29	
F. Resurfacing (Contract)	IV						
Total Maintenance Cost						162,070.55	

Maintenance Engineering Cost Summary		Total Maintenance Program Costs	Maintenance	Maint. Engineering
Preliminary Engineering Fee			162,070.55	-
Engineering Inspection Fee	-	Contributions, Refunds, Paid with Other Funds		-
Material Testing Costs		Total Motor Fuel Tax Portion	162,070.55	-
Advertising Costs		Total Motor Fuel Tax Funds Authorized	454,500.00	-
Bridge Inspections Costs		Surplus/Deficit	292,429.45	-
Total Maintenance Engineering	-			

Remarks: _____

Submitted: _____ Approved: _____
 Municipal Official Title Date Regional Engineer Date

TO: Village Board

FROM: Chris Smith, Finance Director

THROUGH: George Schafer, Village Administrator

SUBJECT: Public Hearing for The Main Street/Archer Avenue Tax Increment Financing
Redevelopment Project Area

DATE: December 12, 2016

SUMMARY/ BACKGROUND

Last year staff proposed that the Village begin the process of restructuring the Gateway TIF. The process began by deleting out various properties and creating a new TIF.

On September 26, 2016 the Village Board approved Ordinance O-28-16, Providing a Feasibility Study and Report with Respect to the Designation of a Certain Area as a Tax Increment Financing (TIF) Redevelopment Project Area- Main Street and Archer Avenue. Additionally, on September 30, 2016 staff posted the Main/Archer Redevelopment Plan as well as information on TIF interested Parties registration.

The Joint Review Board met on November 15, 2016 to discuss this new TIF and voted unanimously to recommend that the Village Board continue with the process of creating this TIF. Staff sent out copies of the applicable ordinances as well as notice of the public hearing to all affect property owners and tax agencies per the requirement of the TIF State Statute. The Public Hearing Notice was published in the local newspaper- My Suburban Life- on November 28th and December 2nd.

The next step is to hold a public hearing on December 12, 2016.

ANALYSIS

Consistency with Village Policy

2014 Strategic Plan. The Main Street and Archer Avenue area is classified as a “blighted area” and thus qualifies for the creation of a TIF. Increment generated from this TIF will allow the Village to make infrastructure enhancements, which is consistent with the Strategic Plan.

Lemont 2030 Comprehensive Plan. The redevelopment of the Main Street and Archer Avenue area is consistent with the 2030 Comprehensive Plan.

STAFF RECOMMENDATION



Staff recommends the Board hold a Public Hearing for The Main Street/Archer Avenue Tax Increment Financing Redevelopment Project Area

BOARD ACTION REQUESTED

Staff recommends the Board hold a Public Hearing for The Main Street/Archer Avenue Tax Increment Financing Redevelopment Project Area

ATTACHMENTS

- 1. Public Hearing Notice**



NOTICE OF PUBLIC HEARING

VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, PROPOSED APPROVAL OF THE MAIN STREET/ARCHER AVENUE REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING ELIGIBILITY STUDY, AND REDEVELOPMENT PLAN AND PROJECT

Notice is hereby given that on the 12th day of December, 2016 at 7:00 p.m., at the Village of Lemont Village Hall, 418 Main Street, Lemont, Illinois, a public hearing (the "*Hearing*") will be held to consider the approval of the proposed Main Street/Archer Avenue Redevelopment Project Area Tax Increment Financing Eligibility Study, and Redevelopment Plan and Project (the "*Plan and Project*"), the designation of the Main Street/Archer Avenue Redevelopment Project Area (the "*Project Area*") and the adoption of tax increment financing therefore. The Project Area consists of the territory legally described on Exhibit A and generally described as follows:

A roughly triangular area generally bounded by Main Street to the South, Archer Avenue to the East, and a private road owned by Meno Stone to the North and West

The Plan and Project objectives are to reduce or eliminate blighting conditions, to enhance the real estate and sales tax base of the Village and other affected taxing districts by encouraging private investment in commercial, light industrial, community facilities and mixed-use development within the Project Area, and to preserve and enhance the value of properties therein, all in accordance with the provisions of the "Tax Increment Allocation Redevelopment Act," effective January 10, 1977, as amended (the "*Act*"). The Village may issue obligations to finance project costs in accordance with the Plan and Project, which obligations may also be secured by the special tax allocation fund and other available funds, if any, as now or hereafter permitted by law, and which also may be secured by the full faith and credit of the municipality.

At the Hearing, there will be a discussion of the Plan and Project, designation of the Project Area, and the adoption of tax increment allocation financing for the Project Area. The Plan and Project is on file and available for public inspection at the office of the Village Clerk at Village Hall, 418 Main Street, Lemont, Illinois.

Pursuant to the proposed Plan and Project, the Village proposes to facilitate redevelopment of the Project Area by incurring or reimbursing eligible redevelopment project costs, which may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, building and fixture rehabilitation, reconstruction, renovation and repair, financing costs, and interest costs, all as authorized under the Act. The Plan and Project proposes to provide assistance by paying or reimbursing costs including, but not limited to, site assembly, analysis, professional services and administrative activities, public improvements and facilities, building rehabilitation, capital costs incurred by a taxing district as a direct result of a redevelopment project, the payment of financing and interest costs, and such other

project costs as permitted by the Act pursuant to one or more redevelopment agreements.


Tax increment financing is a public financing tool that does not raise property taxes but is used to assist economic development projects by capturing the projected increase in the property tax revenue stream to be created by the increase of the assessed value of the development or development area and investing those funds in improvements associated with the project.

At the Hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Plan and Project, designation of the Project Area, and adoption of tax increment allocation financing therefore.

The Hearing may be adjourned by the President and Board of Trustees of the Village without further notice other than a motion to be entered upon the minutes of the Hearing fixing the time and place of the subsequent hearing.

For additional information about the proposed Plan and Project and to file comments or suggestions prior to the hearing contact George Schafer, Village Administrator, Village of Lemont, 418 Main Street, Lemont, Illinois 60439 (630) 257-1590.

By Order of the Village President and Board of Trustees of the Village of Lemont this 24th day of October, 2016.


Village Clerk
by Deputy Clerk
Linda Molitor

TO: Village Board
FROM: George J. Schafer, Village Administrator
Jeffrey M. Stein, Corporation Counsel/Deputy Village Administrator
SUBJECT: Extension of Lockport Boundary Agreement
DATE: December 12, 2016

SUMMARY/ BACKGROUND

As discussed at the Village's October Committee of the Whole Meeting, a statutorily required public hearing must be held before the approval of any boundary line agreement. Such public notice was approved and provided on October 28, 2016 in the *Lemont Suburban Life* which notified the public that a public hearing is to be held on December 12, 2016 before the Lemont Village Board of Trustees.

After the conclusion of the public hearing, the Village Board may negotiate further with Lockport and amend the agreement; or approve the attached draft Agreement if there are no substantive amendments proposed by the Village Board.

ANALYSIS

Comprehensive Plan: The boundary agreement is consistent with the Village's Comprehensive Plan.

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

RECOMMENDATION

The Village Administration is recommending approval of the attached Amendment to an Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Lemont and the City of Lockport.

BOARD ACTION REQUESTED

Motion and Approval of the Attached Ordinance and Amendment to an Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Lemont and the City of Lockport.

ATTACHMENTS

- Ordinance approving an Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Lemont and the City of Lockport.
- Amendment to an Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Lemont and the City of Lockport.



**VILLAGE OF LEMONT
ORDINANCE NO. O-___-16**

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
COOPERATIVE PLANNING AND BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LEMONT
AND THE CITY OF LOCKPORT**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12TH DAY OF December, 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 12th day of December, 2016.**

Ordinance No. O-___-16

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
COOPERATIVE PLANNING AND BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LEMONT
AND THE CITY OF LOCKPORT**

WHEREAS, the Village of Lemont (LEMONT) and the City of Lockport (LOCKPORT) are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to exercise, combine or transfer any power of function not prohibited to them by law; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes two or more municipalities to enter into agreements concerning the joint exercise of certain municipal powers and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) authorizes two or more municipalities to enter into agreements concerning the exercise of their respective jurisdiction within unincorporated territory that lies within one and one-half miles of their boundaries; and

WHEREAS, there exists unincorporated territory within one and one-half miles of LEMONT and LOCKPORT; and

WHEREAS, LEMONT and LOCKPORT desire to enter in Amendment to an Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Lemont and the City of Lockport (Agreement), a copy of which is attached hereto as Exhibit A;

WHEREAS, the President and Board of Trustees of the Village of Lemont conducted a Public Hearing on December 12, 2016; and

WHEREAS, a notice of the aforesaid Public Hearing was made in the manner provided by law and was published in the *Lemont Suburban Life*, on October 28, 2016, a newspaper of general circulation within the Village; and

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

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

Section 2. The Mayor and Village Clerk are hereby authorized and directed to execute the Agreement attached hereto as Exhibit A and 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 Ordinance.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 12th day of December, 2016.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

Amendment to an Intergovernmental Cooperative Planning and Boundary Agreement between
the Village of Lemont and the City of Lockport

**AN AMENDMENT TO AN INTERGOVERNMENTAL
COOPERATIVE PLANNING AND BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LEMONT AND THE CITY OF LOCKPORT**

THIS AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT (“Amendment”) is made and entered into this _____ day of _____, 2016, between the VILLAGE OF LEMONT, an Illinois municipal corporation (hereinafter sometimes referred to as “LEMONT”) and the CITY OF LOCKPORT, an Illinois municipal corporation (hereinafter sometimes referred to as “LOCKPORT”) collectively referred to as the MUNICIPALITIES.

WITNESSETH:

WHEREAS, both LEMONT and LOCKPORT are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law; and

WHEREAS, Section 11-12-9 of the Illinois Municipal Code (Illinois Compiled Statutes, Chapter 65, Section 5/11-12-9) authorizes two or more municipalities to enter into agreements concerning the boundaries for the exercise of their respective jurisdiction within unincorporated territory that lies within one and one-half miles of the corporate limits of their boundaries; and

WHEREAS, the Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.) authorizes two or more municipalities to enter into agreements concerning the joint exercise of certain municipal powers and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, there exists unincorporated territory within one and one-half miles of LEMONT and LOCKPORT; and

WHEREAS, developments underway or in various stages of planning are creating growth opportunities in and near the unincorporated territory lying between and near LEMONT and LOCKPORT; and

WHEREAS, the MUNICIPALITIES have determined that such growth will be accompanied by significantly higher demands for transportation, public utility, public safety and associated municipal services; and

WHEREAS, the MUNICIPALITIES have determined that the territory lying between their present municipal boundaries is a rapidly developing area in which problems related to utility service, open space preservation, flood control, population density, ecological and economic impact are ever-increasing both in number and complexity; and

WHEREAS, the MUNICIPALITIES and their respective citizens are vitally affected by such concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the municipalities will be benefited by mutual action and intergovernmental cooperation with respect thereto; and

WHEREAS, LEMONT and LOCKPORT have adopted official comprehensive plans controlling the development of the aforesaid unincorporated territory; and

WHEREAS, in arriving at the Amendment , the MUNICIPALITIES have given consideration to the natural flow of storm water drainage and, when practical, have included all of any single tract having common ownership within the jurisdiction of only one municipality; and

WHEREAS, LEMONT and LOCKPORT entered into an Intergovernmental Cooperative Planning and Boundary Agreement (the "Original Agreement") on April 23, 1997, a copy of which was recorded May 7, 1996 as Document No. R97037831 and is attached to this Amendment for ease of reference; and

WHEREAS, LEMONT and LOCKPORT have determined that there exists a continuing need and desirability to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities and the conservation of the available resources for all of their respective citizens; and

WHEREAS, LEMONT and LOCKPORT, after due investigation and consideration, have elected to extend the term of the Original Agreement and to modify the boundary line established therein to correspond to boundary lines established in similar intergovernmental agreements with other nearby municipalities; and

WHEREAS, LEMONT and LOCKPORT have provided public notice pursuant to the requirements of Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9); and

WHEREAS, notice of this Amendment was provided by posting notice for not less than 15 consecutive days where notice of LEMONT and LOCKPORT meetings are posted and by publication in a paper of general circulation within the territory that is subject to the Amendment. Both public notices were made not less than thirty (30) days and not more than one hundred twenty (120) days prior to formal approval of the Amendment by LEMONT and LOCKPORT; and

WHEREAS, the MUNICIPALITIES have determined that the observance of the boundary line in future annexations by the MUNICIPALITIES will serve their respective best interests; and

WHEREAS, LEMONT and LOCKPORT have authorized, by ordinance, the execution of this Amendment as an exercise of their respective statutory authority and as an exercise of their intergovernmental cooperation authority under the Constitution and laws of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the recitals hereinabove set forth, it is hereby agreed between LEMONT and LOCKPORT as follows:

1. INCORPORATION OF PREAMBLE.

LEMONT and LOCKPORT acknowledge that the statements made above in the recitals are true and correct and that such recitals are incorporated into this Amendment as if fully set forth in this Paragraph.

2. BOUNDARY MAP AND BOUNDARY LINE

Upon the effective date of this Amendment, the Boundary Map attached hereto and incorporated herein by reference as Exhibit "A" shall be substituted for the map attached to the Original Agreement as Exhibit "A".

3. PROHIBITED ANNEXATIONS

Upon the effective date of this Amendment, Paragraph 4 of the Original Agreement shall be amended in its entirety as follows:

The MUNICIPALITIES acknowledge it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established by this AMENDMENT was carefully studied and considered with respect to those matters. Therefore, each MUNICIPALITY agrees not to annex any territory which is located in the other MUNICIPALITY's designated area, as provided for in this AMENDMENT. Furthermore, each MUNICIPALITY shall take all reasonable and applicable actions to actively oppose any attempt to effectuate a voluntary, involuntary, or court controlled annexation by third parties who propose to annex territory within either MUNICIPALITY's designated area in a manner inconsistent with this AMENDMENT.

4. STATUTORY OBJECTIONS

Upon the effective date of this Amendment, Paragraph 5 of the Original Agreement shall be amended in its entirety as follows:

This Amendment shall not be construed so as to limit or adversely affect the right of either MUNICIPALITY to file a statutory objection to proposed rezonings or other land use proposals that have been presented to the corporate authorities of Cook or Will Counties involving territory that is within one and one-half miles of its corporate limits.

5. ANNEXATION OF ROADWAYS

Upon the effective date of this Amendment, Paragraph 6 of the Original Agreement shall be amended in its entirety as follows:

- a. If the boundary line depicted on Exhibit "A" is located on a roadway, the boundary line shall be deemed to be the far side of the roadway furthest from LEMONT if the roadway is not located within the corporate limits of either municipality as of the date of this Amendment. For territory that has been annexed by either municipality prior to the date of this Amendment, the roadway shall be deemed to be located within the municipality to which the roadway has been annexed either by ordinance or by operation of state law pursuant to Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1). For unincorporated territory that is located on either side of the boundary line and that will be annexed to the designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway, as required by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), until such time a jurisdiction transfer shall be provided in accord with this Amendment.

- b. The MUNICIPALITIES recognize the practical problems of providing required municipal services for roadways that are located on the boundary line. To that end, the MUNICIPALITIES agree that LEMONT will have the final jurisdiction of all roadways constituting the boundary line shown in Exhibit A east of Smith Road; LOCKPORT will have the final jurisdiction of all roadways constituting the boundary line west of Smith Road. For that portion of all roadways constituting the boundary line east of Smith Road, within sixty (60) days of the date LEMONT annexes territory adjacent to the roadway that has already been annexed to LOCKPORT, LOCKPORT agrees to disconnect and LEMONT agrees to annex said roadway. The jurisdiction of the roadway east of Smith Road shall transfer to LEMONT. For that portion of all roadways constituting the boundary line west of Smith Road, within sixty (60) days of the date LOCKPORT annexes territory adjacent to the roadway that has already been annexed to LEMONT, LEMONT agrees to disconnect and LOCKPORT agrees to annex said roadway. The jurisdiction of the roadway west of Smith Road shall transfer to LOCKPORT.
- c. The boundary line set by this Amendment shall be deemed to have been amended accordingly without further action by either MUNICIPALITY.
- d. Each municipality agrees that with respect to any roadways that are or are deemed to be located within that municipality's territory pursuant to this AMENDMENT, that municipality shall to the extent it has jurisdiction to do so, authorize the reasonable use of the right-of-way of such roadway. Each MUNICIPALITY agrees to not grant or assign its non-exclusive easement rights to any other unit of local government that may provide water, sanitary sewer, and utility service facilities, storm sewer mains and appurtenant public improvements to territory within the easement grantee's territory designated under this Amendment, without the written consent of the non-granting or assigning MUNICIPALITY, which may be provided by the non-granting or assigning MUNICIPALITY's Administrator.

6. EXTENSION OF TERM

Upon the effective date of this Amendment, Paragraph 12 of the Original Agreement shall be amended in its entirety to reflect that the term of the Boundary Agreement between LEMONT and LOCKPORT shall be 20 years from the effective date of this Amendment. The remaining terms and conditions of the Original Agreement shall remain in full force and effect.

7. COMPLETE AGREEMENT

This Amendment and the Original Agreement as modified herein set forth the complete understanding of LEMONT and LOCKPORT relating to the terms hereof.

8. SEVERABILITY

If any provisions of this Amendment shall be declared invalid by a court of competent jurisdiction for any reason, such invalidation shall not affect other provisions of this Amendment which can be given effect without the invalid provisions and to this end the provisions of this Amendment are to be deemed severable. If this Amendment is declared not apply to a particular parcel of real property despite the inclusion of such parcel in Exhibit "A", such declaration shall not invalidate this Amendment or affect any other parcel of real property.

9. REPEALER

All agreements or parts thereof in conflict with the terms of this Amendment are hereby repealed and of no further force and effect to the extent of such conflict.

10. PUBLICATION AND RECORDING

This Amendment shall be construed in accordance with the laws of the State of Illinois and shall be adopted by ordinance approved by the corporate authorities of each MUNICIPALITY, published by the respective MUNICIPALITIES, and recorded or filed with the Will County Recorder, Cook County Recorder, and others as their interest may appear.

11. EFFECTIVE DATE

This Amendment shall take effect upon the date hereinabove first written.

IN WITNESS WHEREOF, the parties hereto have caused the execution of their duly authorized officer this _____ day of _____, 2016.

LEMONT, an Illinois Municipal Corporation

MAYOR

ATTEST:

VILLAGE CLERK

LOCKPORT, an Illinois Municipal Corporation

MAYOR

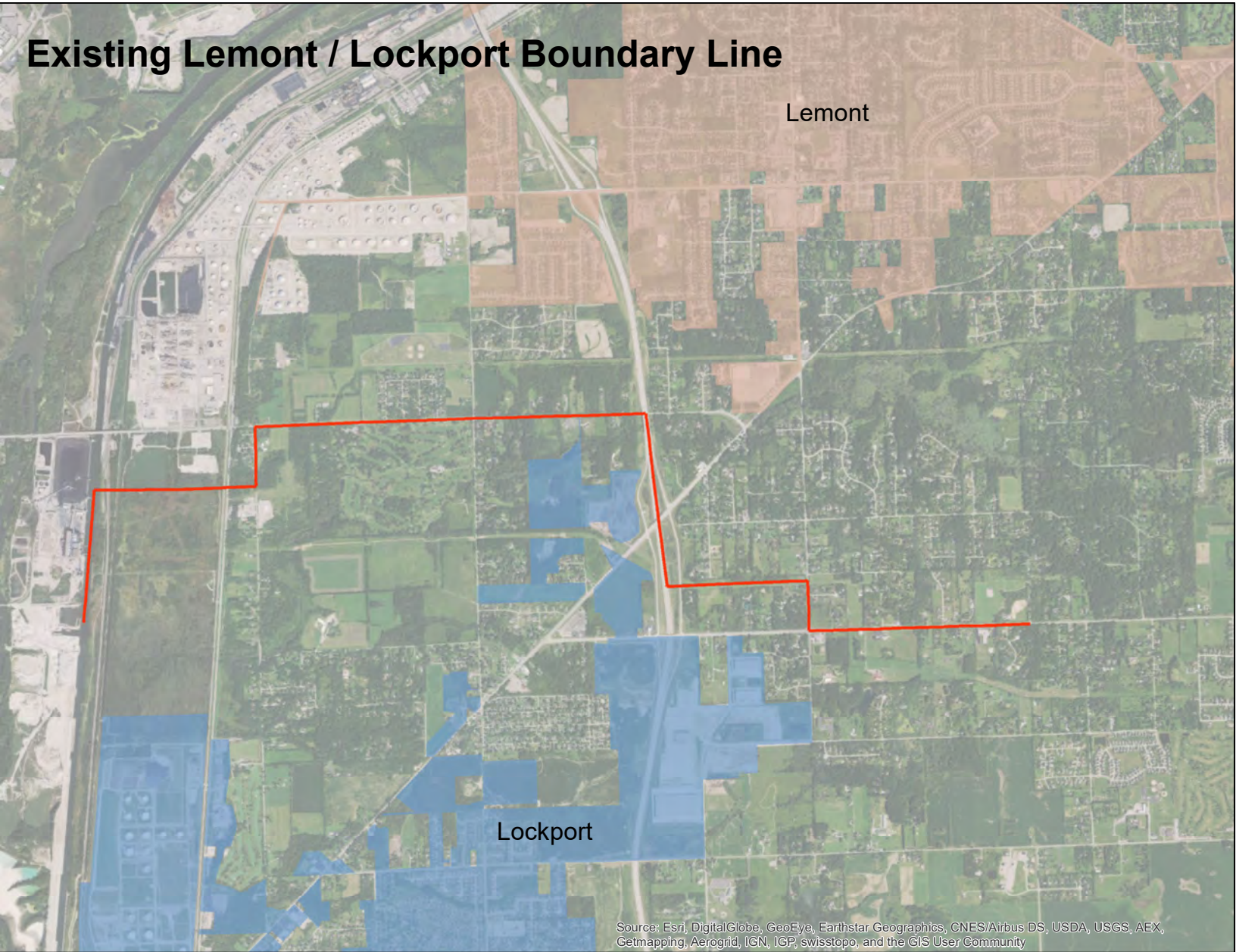
ATTEST:

CITY CLERK

EXHIBIT A

MAP SHOWING BOUNDARY LINE

Existing Lemont / Lockport Boundary Line



Lemont

Lockport

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

TO: Village Board
FROM: Heather Valone, Village Planner
THROUGH: Jeffery Stein, Deputy Village Administrator
SUBJECT: Case 16-08 645 4th St. Variations and Resubdivision
DATE: December 1, 2016

SUMMARY/ BACKGROUND

Phil Cullen, the contract purchaser of the subject property located at 645 4th St. requests variations from the Lemont Unified Development Ordinance (UDO) Table 17-07-01. The purpose of the requested variations is to allow for a subdivision of an existing property into two 61 foot wide and 8,113 square foot single-family lots.

The Committee of the Whole (COW) reviewed the application at the November meeting and indicated that the size of the lots were acceptable; however the setbacks needed adjustment. The applicant proposed eight foot interior side yard setbacks. The COW discussed ten foot interior side yard setbacks adjacent to the neighboring homes and reduced setbacks between the proposed homes.

Presumably pursuant to the comments made during the COW meeting, the applicant is now proposing seven (7) foot interior side yards adjacent to the neighboring homes, which would allow for a 20 foot building separation and a 10 foot setback (total of 20 feet) between the proposed homes. This proposal mimics the neighboring properties as it will maintain a minimum of 20 feet of building separation between all homes affected by the variation. The applicant contacted the adjacent property owners that which would be affected by the seven foot interiors side yard setbacks and they have indicated support for the proposed setbacks. Written correspondence from these home owners can be requested for review.

STAFF RECOMMENDATION

Staff is recommending approval of the modified application.

BOARD ACTION REQUESTED

Vote on the attached ordinance and resolution (requires affirmative vote of 4 trustees).

ATTACHMENTS

1. An Ordinance Granting Variations To §17.07.010 Of The UDO to Allow for Reduced Lot Sizes and Interior Side Yard Setbacks at 645 4th Street in Lemont, Illinois
2. A Resolution Approving a Plat of Subdivision for a Property Located at 645 4th Street an Lemont, Illinois.



**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING VARIATIONS TO §17.07.010 OF THE UDO TO ALLOW
FOR REDUCED LOT SIZES AND INTERIOR SIDE YARD SETBACKS AT 645 4TH
STREET IN LEMONT, ILLINOIS**

(645 4TH St. Variations)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 12th Day of December, 2016.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 12th day of
December, 2016.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATIONS TO §17.07.010 OF THE UDO TO ALLOW FOR REDUCED LOT SIZES AND INTERIOR SIDE YARD SETBACKS AT 645 4TH STREET IN LEMONT, IL

(645 4TH St. Variations)

WHEREAS, Phil Cullen and Joy Liptak, (herein after referred to as “the Petitioner”) are the contract purchasers of the property located at 645 4th Street in Lemont (PIN 22-28-105-076-0000) (hereinafter referred to as the “Subject Property”) legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner applied pursuant to the provisions of the Lemont, Illinois Municipal Code, Title 17 Unified Development Ordinance (“UDO”) seeking a variation from §17.07.010 of the UDO to allow reduced lot sizes and interior side yard setbacks as depicted in Exhibit B; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on October 19, 2016 and failed to recommend approval of the requested variation by a vote of 0-5.

WHEREAS, a notice of the aforesaid Public Hearing was made in the manner provided by law and was published in the *Lemont Reporter-Met*, a newspaper of general circulation within the Village; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the matter herein and have determined that the same is in the best interest of the public health, safety and welfare of the residents of the Village of Lemont, and hereby adopt the finding of facts as set forth in Exhibit C.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE, AND WILL, 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: Variation. A variation is granted from §17.07.010 (Table 17.07.01) of the UDO to allow reduced lot sizes and interior side yard setbacks as set forth in the manner shown in Exhibit B.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 12th DAY OF DECEMBER, 2016.

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

Approved by me this 12th day of December, 2016

BRIAN K. REAVES, Village President

Attest:

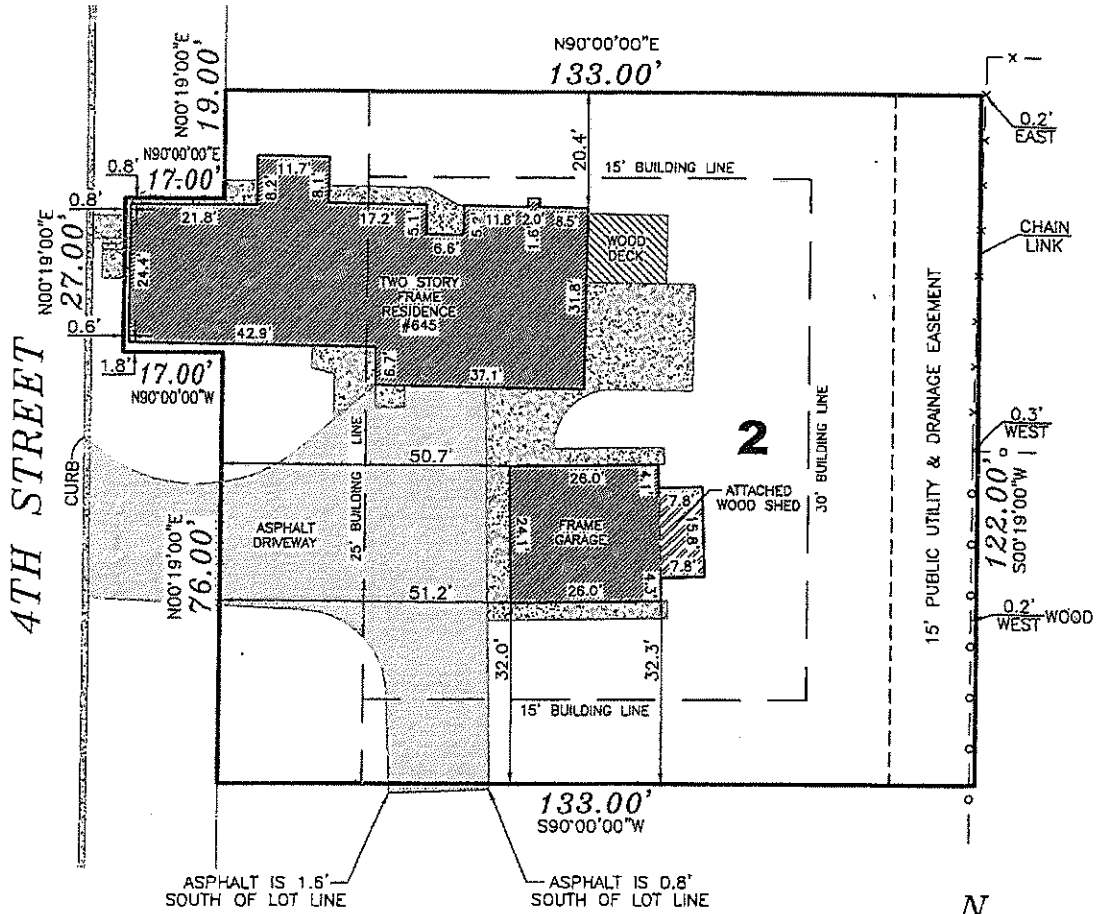
CHARLENE M. SMOLLEN, Village Clerk

PLAT OF SURVEY

OF

LOT 2 IN IMHOFF SUBDIVISION, BEING A RE-SUBDIVISION OF THE NORTH 282 FEET OF THE WEST 166 FEET AS MEASURED FROM THE OLD CENTERLINE OF STREET, OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, FORMERLY KNOWN AS LOTS 54, 55, 56, 57, 58, 60, 61, 62 AND 63, NOW VACATED, IN BECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID; SITUATED IN COOK COUNTY, STATE OF ILLINOIS.

COMMON ADDRESS: 645 4TH STREET



CLIENT: KLUNK LAW



15935 S. BELL ROAD (708) 645-1136
 HOMER GLEN, IL. 60491 FAX (708) 645-1138
 WWW.JNTLANDSURVEY.COM

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREIN REFER TO YOUR DEED, ABSTRACT, TITLE POLICY CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCE.

AREA OF SURVEY = 16,695 SQ.FT.
 BASIS OF BEARINGS: ASSUMED



PROFESSIONAL DESIGN FIRM
 LAND SURVEYOR CORPORATION
 LICENSE NO. 184.004450

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. LICENSE EXPIRES 11/30/14



STATE OF ILLINOIS } S. S.
 COUNTY OF WILL } S. S.

FIELD WORK COMPLETED ON 17th DAY OF JUNE, 2014.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

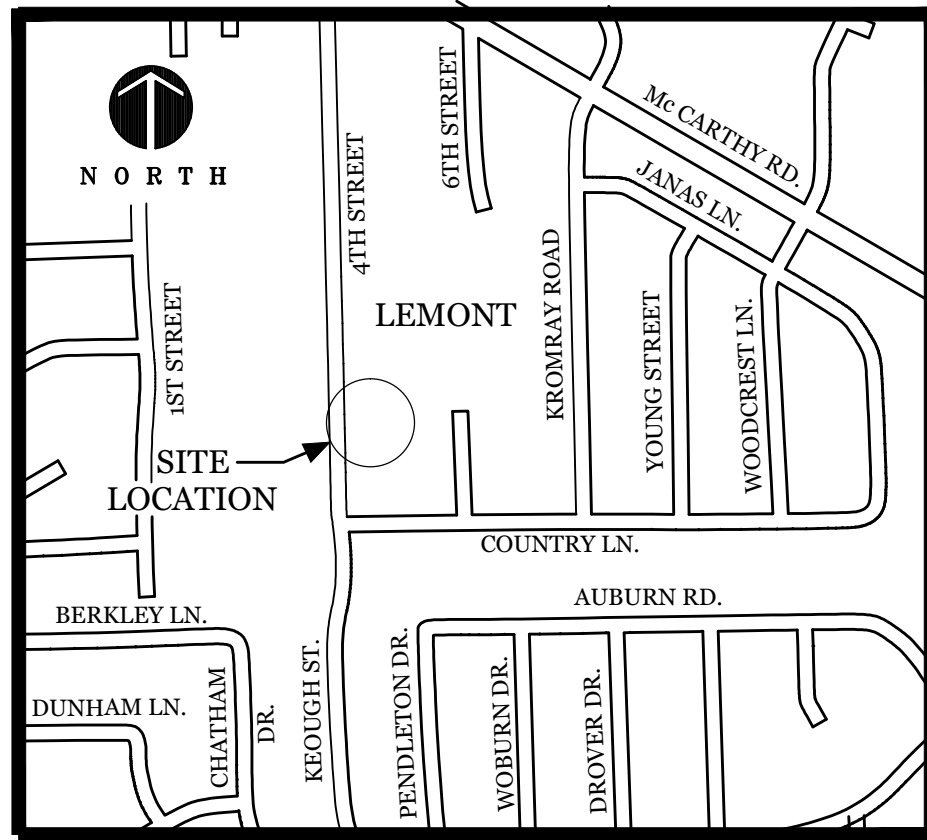
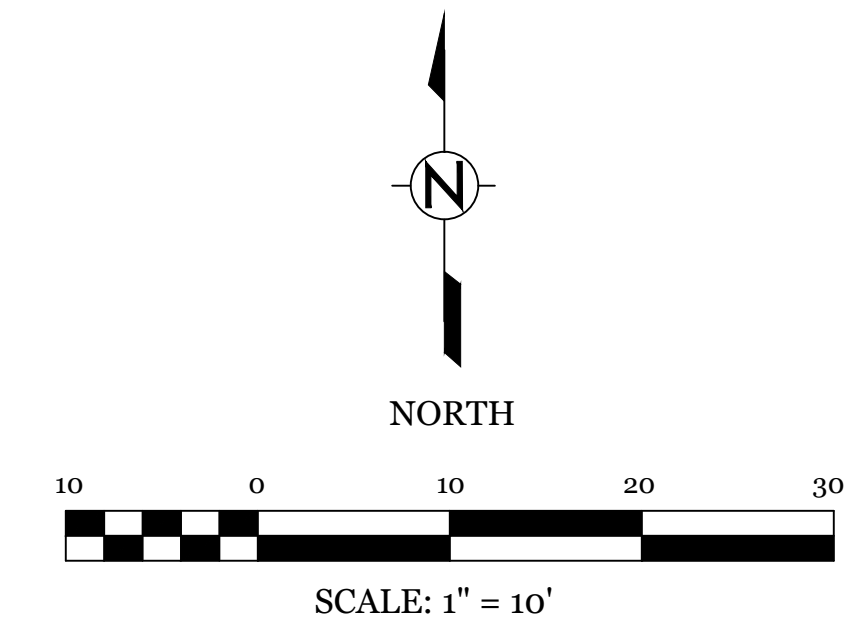
Dated this 19th Day of JUNE, 2014.

IPLS No. 3354

CULLEN RESUBDIVISION GEOMETRIC SITE PLAN - 2 LOT EXHIBIT

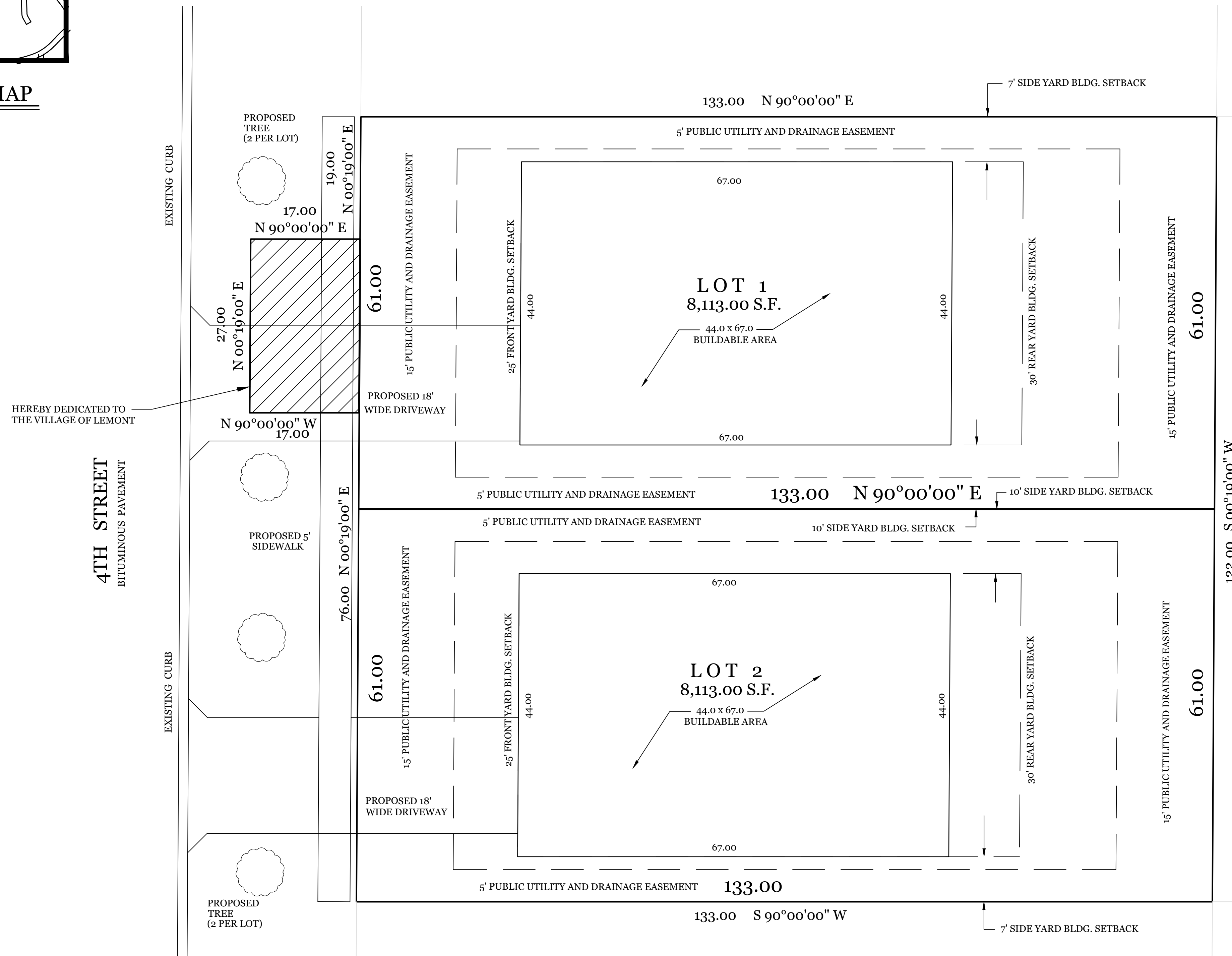
LOT 2 IN IMHOFF SUBDIVISION, BEING A RE-SUBDIVISION OF THE NORTH 282 FEET OF THE WEST 166 FEET MEASURED FROM THE OLD CENTERLINE OF THE STREET, OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, FORMERLY KNOWN AS LOTS 54, 55, 56, 57, 58, 60, 61, 62 AND 63, NOW VACATED, IN BECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID: SITUATED ON COOK COUNTY, STATE OF ILLINOIS.

ADDRESS COMMONLY KNOWN AS: 645 4TH STREET, LEMONT, ILLINOIS



SITE LOCATION MAP

NO SCALE



HEREBY DEDICATED TO THE VILLAGE OF LEMONT

4TH STREET
BITUMINOUS PAVEMENT



STATE OF ILLINOIS
COUNTY OF DuPAGE) S.S.

I, WARREN D. JOHNSON, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

DATED AT WHEATON, IL THIS 26ST DAY OF AUGUST, A.D. 2016.

Warren D. Johnson
ILLINOIS REGISTERED LAND SURVEYOR NO. 2971



TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS RESIDENCE OR ANY PART THEREOF, OF THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OF SUCH WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO NOT DAMAGE THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE RESIDENCE.

DATED THIS 26ST DAY OF AUGUST, A.D. 2016.

Warren D. Johnson
ILLINOIS PROFESSIONAL ENGINEER NUMBER 40472

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	DJ	DATE:	08-25-16
CHECKED BY:	WJM	DATE:	08-25-16
APPROVED BY:	WJM	DATE:	08-25-16

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT: **SEVEN OAKS DEVELOPERS, LLC.**
440 NORTH WABASH #1406
CHICAGO, IL. 60611

TITLE: **CULLEN RESUBDIVISION
GEOMETRIC SITE PLAN - 2 LOT EXHIBIT**
645 4TH STREET
LEMONT, ILLINOIS

SCALE:	1" = 10'
DATE:	11-29-16
JOB NO:	0000
SHEET	1 OF 1

EXHIBIT C

FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Lemont Board of Trustees finds the following:

1. The Lemont 2030 Comprehensive Plan's future land use map designates the subject site Infill Residential.
2. The request is consistent with the surrounding land uses.
3. The requested variation substantially meets the standards for granting variations.

VILLAGE OF LEMONT
RESOLUTION NO. _____

**A RESOLUTION APPROVING A PLAT OF SUBDIVISION FOR A PROPERTY
LOCATED AT 645 4th STREET IN LEMONT, ILLINOIS**

(645 4th St. Resubdivision)

**APPROVED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 12TH DAY OF DECEMBER, 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 12TH DAY OF
DECEMBER, 2016**

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION APPROVING A PLAT OF SUBDIVISION FOR A PROPERTY
LOCATED AT 645 4th STREET IN LEMONT, ILLINOIS.**

(645 4th St. Resubdivision)

WHEREAS, Phil Cullen and Joy Liptak, (hereinafter referred to as the “Petitioner”), are the contract purchasers of the property covering approximately 0.38 acres located at 645 4th Street (PIN # 22-28-105-076-0000), legally described and depicted in Exhibit A (hereinafter referred to as the “Subject Property”); and

WHEREAS, the Petitioner applied for a variation to subdivide the property into two lots; and

WHEREAS, said application was reviewed in accordance with the Lemont Unified Development Ordinance of 2008 and approved by the Village Board of Trustees on December 12, 2016; and

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

WHEREAS, the President and Board of Trustees have determined that the proposed plat of subdivision is in the best interest of the Village of Lemont.

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

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

SECTION 2: Plat Approval. The Cullen Resubdivision, which is attached hereto and made part hereof as Exhibit A, is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, ON THIS 12TH DAY OF DECEMBER , 2016.

AYES

NAYS

PASSED

ABSENT

Debby Blatzer

Paul Chialdikas

Clifford Miklos

Rick Sniegowski

Ron Stapleton

Jeanette Virgilio

APPROVED BY ME THIS 12TH DAY OF DECEMBER, 2016

BRIAN K. REAVES, Village President

Attest:

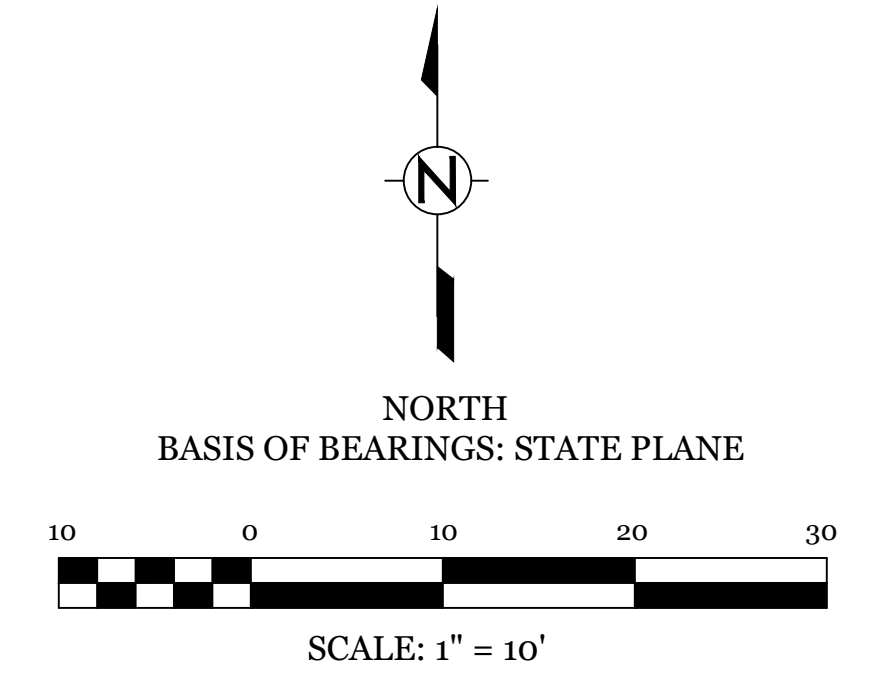
CHARLENE M. SMOLLEN, Village Clerk

CULLEN RESUBDIVISION PLAT OF RESUBDIVISION

LOT 2 IN IMHOFF SUBDIVISION, BEING A RE-SUBDIVISION OF THE NORTH 282 FEET OF THE WEST 166 FEET MEASURED FROM THE OLD CENTERLINE OF THE STREET, OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, FORMERLY KNOWN AS LOTS 54, 55, 56, 57, 58, 60, 61, 62 AND 63, NOW VACATED, IN BECKER'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28 AFORESAID: SITUATED ON COOK COUNTY, STATE OF ILLINOIS.

ADDRESS COMMONLY KNOWN AS: 645 4TH STREET, LEMONT, ILLINOIS

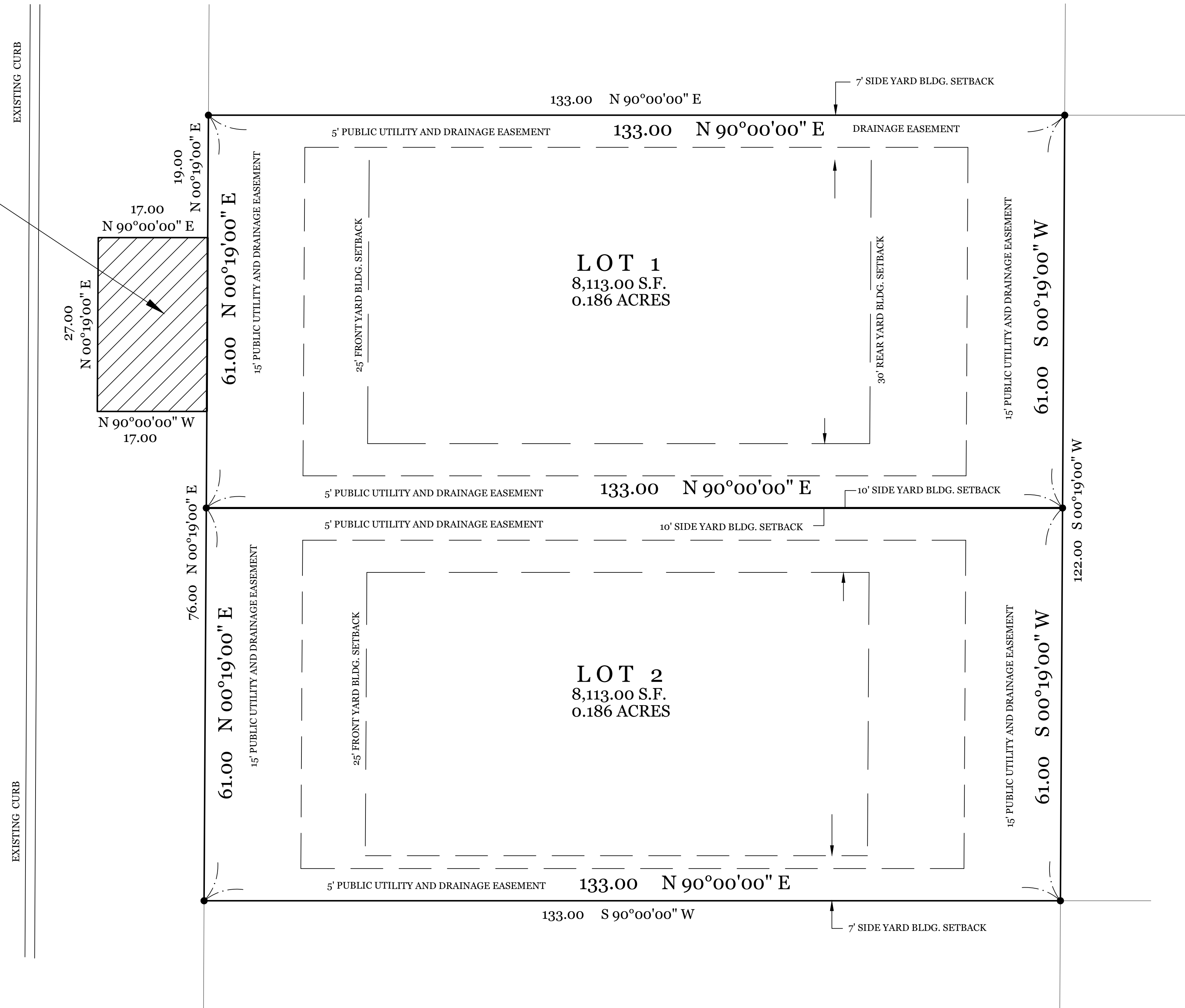
THIS PLAT OR MAP HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
VILLAGE CLERK
VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439



TO BE DEDICATED TO THE VILLAGE OF LEMONT FOR ROADWAY PURPOSES

DESCRIPTION OF LAND TO BE DEDICATED TO THE VILLAGE OF LEMONT

COMMENCING AT THE NORTHWEST CORNER OF PROPOSED LOT 1 IN THE CULLEN RESUBDIVISION; THENCE SOUTHERLY ALONG THE WESTERLY PROPERLY LINE OF SAID PROPOSED LOT 1, 19.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00' 00" EAST A DISTANCE OF 17.00 FEET; THENCE NORTH 00 DEGREES 19' 00" EAST A DISTANCE OF 27.00 FEET; THENCE NORTH 90 DEGREES 00' 00" WEST A DISTANCE OF 17.00 FEET; THENCE NORTH 00 DEGREES 19' 00" EAST A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 459.00 SF.



4TH STREET
BITUMINOUS PAVEMENT

DEVELOPMENT SITE DATA

Parcel Numbers of the subject property:
00-00-000-000
Size of Subject Property in square feet and acres
16,685.00 S.F. / 0.383 Acres
Square footage and acreage of hereby dedicated to the Village of Lemont
459.00 S.F. / 0.010 Acres

NOTES :

1. IRON PIPES LOCATED AT ALL LOT CORNERS.

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	DJ	DATE:	08-25-16
CHECKED BY:	WJM	DATE:	08-25-16
APPROVED BY:	WJM	DATE:	08-25-16

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DJAonline.net

CLIENT: SEVEN OAKS DEVELOPERS, LLC.
440 NORTH WABASH #1406
CHICAGO, IL. 60611

TITLE: CULLEN RESUBDIVISION
PLAT OF RESUBDIVISION
645 4TH STREET
LEMONT, ILLINOIS

SCALE:	1" = 10'
DATE:	11-29-16
JOB NO:	0000
SHEET	1 OF 2

CULLEN RESUBDIVISION CERTIFICATES FOR RESUBDIVISION 645 4TH STREET, LEMONT, ILLINOIS

OWNER'S CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

We, Phil Cullen and Joy Liptak, do hereby certify that we are the Owner of the property described in the caption to the plat hereon drawn and as such owner, we have caused said property to be surveyed and subdivided hereon shown, as our own free and voluntary act and deed.

We hereby dedicate for public use the lands shown on this plat, including but not limited to, thoroughfares, streets, alleys, walkways and public services; grant the telephone, gas, electric and any other public or private utility easements as stated and shown on this plat; and grant and declare the Storm Water Drainage and Detention Easements as stated and shown on this plat.

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

Dated this _____ day of _____, 20____.
Owner(s) _____
(Name / Names)

STATE OF ILLINOIS SS
COUNTY OF COOK

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Phil Cullen and Joy Liptak, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners, as such Managing Partners, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as the free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:
This _____ day of _____, 20____.
By: _____
Notary Public

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

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

Dated at Lemont, Cook County, Illinois, this day of _____, 20____.
Village Treasurer

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

This is to certify that to the best of our knowledge, we the undersigned as Owner of the property, which will be known as Cullen Resubdivision is located within the boundaries of:

Elementary School District: _____
High School District: _____
Junior College District: _____

in Cook County, Illinois.
Dated this _____ day of _____, 20____.
By: _____
Owner

STATE OF ILLINOIS SS
COUNTY OF COOK

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Phil Cullen and Joy Liptak, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as owners, as such Managing Partners, respectively, appeared before me this day in person and acknowledged that they signed the said instrument as the free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal:
This _____ day of _____, 20____.
By: _____
Notary Public

PRESIDENT & BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

Approved and accepted by the President and Board of Trustees of the Village of Lemont, Cook, Will and DuPage Counties, Illinois at a Public Meeting held:

This _____ day of _____, 20____.
By: _____
President
Attest: _____
Village Clerk

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

To the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such planned development or any part thereof, or that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use, and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the planned development.

Dated this _____ day of _____, 20____.
By: _____
Owner(s) / Trustee / or Duly Authorized Attorney

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

I, _____, Village Engineer of the Village of Lemont, Cook, Will, and DuPage Counties, Illinois, hereby certify that the land improvements in this planned development, as shown by the plans and specifications therefore, meet the minimum requirements of said Village and have been approved by all public authorities having jurisdiction thereof.

Dated this _____ day of _____, 20____.
By: _____
Village Engineer

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS SS
COUNTY OF COOK

I, Warren D. Johnson, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and subdivided the property herein described in the caption to the plat hereon drawn and that the said plat is a true and correct representation of the same. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit.

I, Warren D. Johnson, further certify that based on examination of the Federal Emergency Management Agency Flood Insurance Rate Map, Panel Number 887 of R1E, Map Number 17010201579 with an effective date of November 6, 2006, that the parcel included in this record of deed is not located in a special flood hazard area.

Furthermore, I designate the Village of Lemont to act as my agent, for the purposes of recording this document.

Dated this _____ day of _____, 20____.
By: _____
Warren D. Johnson, Professional Land Surveyor
License No.: 2971



Public Utility and Drainage Easement Provisions

A non-exclusive perpetual easement is hereby reserved and granted to the Village of Lemont, and their successors and assigns over all areas designated "Public Utility and Drainage Easement" and those areas designated "PU & DE" on the plat, to construct, reconstruct, repair, inspect, maintain and operate various transmissions, distribution, and collection systems, including but not limited to water lines, sanitary sewers and storm sewers, together with any and all necessary valve vaults, fire hydrants, manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the surface of the property shown on the plat, together with the right of access for necessary labor, materials and equipment to do any of the above work. The right is also granted to cut down, trim or remove, without obligation to restore or replace any obstruction, including but not limited to trees, shrubs, other plants, structures or improvements on the easement that interfere with the operation of such lines and sewers. No permanent buildings or structures shall be placed on said easement, but same may be used for gardens, landscape areas, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinance of the Village of Lemont and to Village approval as to design and location. Perpetual easements are hereby reserved for and granted to the Village of Lemont and other governmental authorities having jurisdiction of the land, over the entire easement area for ingress, egress, and the performance of municipal and other governmental services including water, storm and sanitary sewer service and maintenance and emergency and routine police, fire, and other public safety related services.

CORP ED COMPANY AND AT&T CORPORATION

An easement is hereby reserved for and granted to ComEd Company and AT&T Corporation, their respective successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of overhead and underground electric and communications cables and appurtenances in, over, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and other property, whether or not contiguous thereto, with electric and communications services, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots, as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. No building or other obstruction shall be placed over grantees' facilities or in, upon or over the property within the "Public Utility and Drainage Easement" or "PU & DE" without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby. After installation of any such facilities, the grade of subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

NICOR CORPORATION / NICOR GAS COMPANY

An easement is hereby reserved for and granted to Nicor Corporation and Nicor Gas Company, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances in, under, across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and other property, whether or not contiguous thereto, with gas supply services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU & DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

COMCAST COMMUNICATIONS

An easement is hereby reserved for and granted to Comcast Communications Corporation, operating within the Village of Lemont, its successors and assigns, jointly and severally, for the installation, maintenance, relocation, renewal and removal of cable communication and broadcast signal systems in, under! Across, along and upon the surface of the property shown on the plat and designated as "Public Utility and Drainage Easement" or "PU & DE" and other property, whether or not contiguous thereto, with communication and broadcast TV services, together with the right to install required service connections for each lot. No buildings or other obstruction shall be constructed or erected in any such "Public Utility and Drainage Easement" or "PU & DE" areas, without the prior written consent of grantees. Nor shall any other use be made thereof which will interfere with the easements reserved and granted hereby.

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY:	DJ	DATE:	08-25-16
CHECKED BY:	WJM	DATE:	08-25-16
APPROVED BY:	WJM	DATE:	08-25-16

DJA CIVIL ENGINEERS & SURVEYORS
DAVE JOHNSON and ASSOCIATES, Ltd.
312 S. Hale Street Wheaton, IL 60187
ph. 630 752 8600 fax. 630 752 9556
e-mail: DJA@DAOnline.net

CLIENT:
SEVEN OAKS DEVELOPERS, LLC.
440 NORTH WABASH #1406
CHICAGO, IL. 60611

TITLE:
CULLEN RESUBDIVISION
CERTIFICATES FOR RESUBDIVISION
645 4TH STREET
LEMONT, ILLINOIS

SCALE:	1" = 10'
DATE:	11-29-16
JOB NO:	0000
SHEET	2 OF 2

TO: Village Board
FROM: Ralph Pukula, Director of Public Works
SUBJECT: Bridge Repair Derby Road over Pine Needles Drive

DATE: 12/12/2016

SUMMARY/ BACKGROUND

Six (6) bids were received on November 3, 2016 at 10:15 am for the Bridge Repair Derby Road Over Pine Needles Drive project, which consists of removal and replacement of the East fascia beam, east parapet, bridge deck on East end, East fascia beam bearings, side retainers, portion of performed and neoprene expansion joints, east structure drainage system and all incidental and collateral work necessary to complete the improvement as shown on the plans. The total low bid was from Herlihy Mid-Continent Co., which bid was in the amount of \$258,354.87.

ANALYSIS

Herlihy Mid-Continent Co. submitted a low bid of \$258,354.87.

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 Bridge Repair Derby Road Over Pine Needles Drive project to Herlihy Mid-Continent Co., 1306 Marquette Drive, Romeoville, IL 60446, based on their total bid amount of \$258,354.87.

BOARD ACTION REQUESTED

Approval of Resolution awarding the contract to Herlihy Mid-Continent Co.

ATTACHMENTS

Resolution Authorizing Award of Contract
Bid Tabulation listing the bid received, including company name, and amount of bid

A Resolution Authorizing Award of Contract for Bridge Repair Derby Road Over Pine Needles Drive

WHEREAS, the Village of Lemont believes it is in the best interest of its residents to maintain and repair a vehicular bridge on Derby Road; and

WHEREAS, a vehicle struck the bridge causing damage that should be repaired; and

WHEREAS, the Village, in the interest of time and as a remedial matter only, has contracted to repair this bridge: and

WHEREAS, the Village may still seek reimbursement from the proper parties for the damage caused; and

WHEREAS, this project was subject to a bid; and

WHEREAS, the Village seeks to engage the construction firm of Herlihy Mid-Continent Co. for such work; and

WHEREAS, Herlihy Mid-Continent Co. submitted a low bid for such work in the amount of \$258,354.87.

NOW, THEREFORE, 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 an agreement, for an amount not exceed a total \$258,354.87, and to enter into an agreement 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 12th day of December, 2016.**

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

**VILLAGE OF LEMONT
BRIDGE REPAIR DERBY ROAD OVER PINE NEEDLES DRIVE
CMT Job No. 15211-01-02**

**Bids Results: NOVEMBER 3, 2016, 10:15AM
Bids Opening Place: Village of Lemont, 418 Main Street, Lemont, IL 60439**

Prepared By:
Crawford, Murphy & Tilly, Inc.
550 N. Commons Drive, Suite 116
Aurora, IL 60504

Company	As Read Total Bid Amount
1. Herlihy Mid-Continent Co.	\$258,354.87
2. Path Construction	\$423,500.00
3. Lorig Construction	\$268,807.00
4. Rausch Infrastructure	\$334,889.50
5. Areatha Construction Co Inc	\$310,927.55
6. Copenhaver Construction	\$394,652.50