

# *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**  
**March 23, 2015 – 7:00 PM**  
**Village Hall – 418 Main Street**

## **AGENDA**

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. CONSENT AGENDA**
  - A. APPROVAL OF MINUTES**
    - 1. MARCH 9, 2015 VILLAGE BOARD MEETING**
    - 2. MARCH 16, 2015 COW MEETING**
  - B. APPROVAL OF DISBURSEMENTS**
  - C. ANNUAL FEE ORDINANCE**
  - D. A RESOLUTION AMENDING PERSONNEL MANUAL**
  - E. A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE**
- IV. MAYOR'S REPORT**
  - A. PUBLIC HEARING – FY16 PROPOSED ANNUAL OPERATING BUDGET**
  - B. AUDIENCE PARTICIPATION**
- V. CLERK'S REPORT**
  - A. CORRESPONDENCE**
  - B. RESOLUTIONS**
    - 1. A RESOLUTION APPROVING THE CAPITAL IMPROVEMENT PROGRAM FOR THE VILLAGE OF LEMONT FOR FISCAL YEAR 2016 (ADMIN/FINANCE)(REAVES/SNIEGOWSKI)(SCHAFER/SMITH)**

**2. A RESOLUTION OF OBJECTION FOR THE RECORD TO THE COOK COUNTY  
ZONING BOARD OF APPEALS REGARDING A SPECIAL USE FOR AN UNIQUE USE  
TO ALLOW A FASHION BOUTIQUE AT 12697 S. ARCHER  
(PLANNING & ED)(STAPLETON/CHIALDIKAS)(JONES)**

- VI. VILLAGE ATTORNEY REPORT**
- VII. VILLAGE ADMINISTRATOR REPORT**
- VIII. BOARD REPORTS**
- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION**
- XIII. ACTION ON CLOSED SESSION ITEM(S)**
- XIV. MOTION TO ADJOURN**

**Minutes**  
**VILLAGE BOARD MEETING**  
**Village Hall – 418 Main Street**  
**March 9, 2015**  
**7:00 p.m.**

The regular meeting of the Lemont Village Board was held on Monday, March 9, 2015, at 7:00 p.m., with Mayor Brian Reaves presiding.

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

Roll call: Sniegowski, Stapleton, Blatzer, Chialdikas, Miklos; present. Virgilio absent.

**III. CONSENT AGENDA**

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

**A. Approval of Minutes**

1. February 23, 2015 Village Board Meeting Minutes

**B. Approval of Disbursements.**

**C. Resolution R-11-15 Urging the Governor and General Assembly to Protect Full Funding of Local Government Distributive Fund Revenues.**

**D. Resolution R-12-15 Approving a Consulting Agreement with DaCott Energy Services, Ltd.**

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

**IV. MAYOR'S REPORT**

**A. Public Hearing – FY16 Proposed Annual Operating Budget.**

Motion to Open Public Hearing by Blatzer at 7:03 PM, seconded by Sniegowski; VV 5 ayes.

Motion Passed. Virgilio absent.

Public Comment – None.

Motion to Close Public Hearing by Stapleton, at 7:08 PM, seconded by Sniegowski; VV 5 ayes.

Motion Passed. Virgilio absent.

**B. Proclamation – Kyra Udziela – IHSA Girls' Bowling State Title.**

**C. Audience Participation - None.**

**V. CLERK'S REPORT**

**A. CORRESPONDENCE**

1. Two Public Hearings will be held on Wednesday, March 25, at 1:00 PM at the Cook County Administrative Building, Suite 2840. A variation is requested to reduce the distance from 10' to 7"2" from the house to the accessory structure at 25 Longwood Way. A special use applicant at a R-3 single family residence district located at 12697 S. Archer Ave. would like to open a high-end fashion formal wear boutique at that address.

**B. RESOLUTIONS**

1. Resolution R-13-15 Approving a Professional Services Agreement with HR Green, Inc. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Sniegowski, Stapleton, Blatzer, Chialdikas, Miklos; 5 ayes. Motion Passed. Virgilio absent.
2. Resolution R-14-15 of the Village of Lemont, Cook, DuPage & Will County(ies), Illinois, Authorizing the Execution of the Local Agency Agreement for Federal Participation and the Phase 1 Engineering Services Agreement for the Construction of Four Foot Wide Paved Shoulders and an On-Street Bike Lane (in the Curbed Roadway Sections) on McCarthy Road, From Illinois Street to Walker Road (IDOT Section 14-00052-00-BT). Motion by Stapleton, seconded by Blatzer, to adopt said resolution. Roll call: Sniegowski, Stapleton, Blatzer, Chialdikas, Miklos; 5 ayes. Motion Passed. Virgilio absent.

**VI. VILLAGE ATTORNEY REPORT**

- A. Requested to move to Executive Session.

**VII. VILLAGE ADMINISTRATOR REPORT**

**VIII. BOARD REPORTS**

**IX. STAFF REPORTS**

- A. Police – Discussed concealed carry gun license parking lot restrictions.

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**XII. MOTION FOR EXECUTIVE SESSION**

Motion by Blatzer, seconded by Miklos, to move into Executive Session for the purpose of discussing Threatened Litigation. Roll Call, Sniegowski, Stapleton, Blatzer, Chialdikas, Miklos; 5 ayes. Motion Passed. Virgilio absent.

**XIII. ACTION ON CLOSED SESSION ITEM - NONE**

**XIV. MOTION TO ADJOURN**

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:50 p.m. VV 5 ayes. Motion passed. Virgilio absent.

**Village Board**  
**Committee of the Whole Meeting Minutes**  
**March 16, 2015**  
**Lemont Village Hall - 418 Main St., Lemont, IL 60439**

**I. Call to Order**

Mayor Reaves called the March 16, 2015 Committee of the Whole Meeting at 7:00 pm.

**II. Roll Call**

Present: Trustee Blatzer, Chialdikas, Miklos, Stapleton, Virgilio, present. Trustee Sniegowski absent. Also present, George Schafer, Eileen Donahue, Charity Jones, Mark LaChappell, Linda Molitor, Ralph Pukula and Chris Smith.

**III. Discussion Items**

**A. Updates to Employee Personnel Manual 2015**

HR Generalist, Eileen Donahue, reviewed the draft recommended changes to the Personnel Manual. These updates that applied to Employment Practices and Employee Benefits were reviewed. Approval of these changes to the Employee Personnel Manual will be up for approval at a future Village Board Meeting.

**B. Fee Ordinance**

Finance Director, Chris Smith, discussed the proposed fee ordinance changes. Fees discussed were for pass through costs, which includes increases to inspection fees, re-inspections, commercial occupancy increase and grating review increase. In addition, increases applied to billable police officer rates, senior citizen discount rate, application fee for plat approval, application fee for Certificate of Appropriateness for Building Demolition and escrow for Certificate of Appropriateness for building demolition. TSO rates will be looked into being increased. These fees have been incorporated into the FY16 Proposed Annual Operating Budget. The Fee Ordinance will be up for approval at a future Village Board Meeting.

Trustee Sniegowski was called via phone into the meeting at 7:28 PM.

**C. FY 16 Proposed Annual Operating Budget and Capital Plan**

The FY16 Proposed Annual Operating Budget was presented with the potential cuts to the state income tax share by 50%. If this should change, the Finance Committee will again meet and review the budget. Because of the uncertainty of the percentage of the required cut, a conservative approach is being taken to cut expenditures by the reduction of revenue in the amount of \$850,000 from the General Fund. The proposed

budget is focused on providing basic core services, continuing with economic development initiatives, and continuing with capital investment to the water and sewer system. Discussion of implementing Places for Eating Tax took place which would be used to offset the economic development initiatives. If this tax is not implemented, recommendation would be made to cut the initiatives. A breakdown of the items and costs for these economic development initiatives was requested. Revenues and expenditure assumptions were reviewed and potential General Fund cuts. A second public hearing will be held on March 23 for approval of the FY16 Proposed Annual Operating Budget and adoption of a Capital Resolution will be up for approval. The Budget Ordinance is scheduled to be approved for adoption on April 13, 2015.

**IV. Old Business - None**

**V. New Business - None**

**VI. Audience Participation**

Jerry Johnson asked what money was used for the consultant for 83 and Main. The response was that TIFF dollars were used for the goal to build up the area.

# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number                         | Date       | Status | Void Reason         | Reconciled/<br>Voided Date | Source                                    | Payee Name   | Transaction<br>Amount   | Reconciled<br>Amount | Difference |
|--------------------------------|------------|--------|---------------------|----------------------------|---|--|-------------------------|----------------------|------------|
| FM-Clearing - Accounts Payable |            |        |                     |                            |   |  |                         |                      |            |
| Check                          |            |        |                     |                            |   |  |                         |                      |            |
| 11696                          | 03/23/2015 | Open   |                     |                            | Utility Management<br>Refund              | Kim Walter   | \$295.07                |                      |            |
|                                |            |        | <u>Account Type</u> | <u>Account Number</u>      | <u>Description</u>                        | <u>Transaction Date</u>                              | <u>Transaction Type</u> |                      |            |
|                                |            |        | Single Commercial   | 161039-001                 | refund account balance                    | 03/23/2015   | Refund                  |                      |            |
| 11697                          | 03/23/2015 | Open   |                     |                            | Utility Management<br>Refund              | RONALD MNICHOWSKI                                    | \$1,119.72              |                      |            |
|                                |            |        | <u>Account Type</u> | <u>Account Number</u>      | <u>Description</u>                        | <u>Transaction Date</u>                              | <u>Transaction Type</u> |                      |            |
|                                |            |        | Single Family       | 103556-001                 | refund account balance                    | 03/23/2015   | Refund                  |                      |            |
| 11698                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | A Beep LLC   | \$90.00                 |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | 62191               | 02/25/2015                 | radio maintenance                         | \$90.00  |                         |                      |            |
| 11699                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | Air 1 Wireless, Inc                                  | \$45.00                 |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | AIR10IN10335        | 03/03/2015                 | phone case - GS                           | \$45.00  |                         |                      |            |
| 11700                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | Ali Tucker's Sweet Surprises, Inc                    | \$60.00                 |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | 31015               | 03/10/2015                 | open house refreshments                   | \$60.00  |                         |                      |            |
| 11701                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | Amalgamated Bank of Chicago                          | \$950.00                |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | 15-03-01 1001       | 03/01/2015                 | Series 2010 bond fees #1001               | \$475.00   |                         |                      |            |
|                                |            |        | 15-03-01 6007       | 03/01/2015                 | Series 2005 bond fees #6007               | \$475.00   |                         |                      |            |
| 11702                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | AT&T Illinois  | \$887.55                |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | 63025719820215      | 02/25/2015                 | 630 257-1982 589 2 ruffled fthrs l/s      | \$82.46  |                         |                      |            |
|                                |            |        | 63025752710215      | 02/25/2015                 | 630 257-5271 183 5 harpers grove l/s      | \$85.98  |                         |                      |            |
|                                |            |        | 63025704360215      | 02/25/2015                 | 630 257-0436 056 6 glens of connemara l/s | \$86.24  |                         |                      |            |
|                                |            |        | 63025759360215      | 02/25/2015                 | 630 257-5936 976 9 well #4                | \$89.94  |                         |                      |            |
|                                |            |        | 63025722900215      | 02/25/2015                 | 630 257-2290 820 6 well #3                | \$145.13   |                         |                      |            |
|                                |            |        | 63025795390215      | 02/25/2015                 | 630 257-9539 074 6 keepataw trails l/s    | \$82.40  |                         |                      |            |
|                                |            |        | 63025724740215      | 02/25/2015                 | 630 257-2474 474 0 p.d. phone line        | \$214.67   |                         |                      |            |
|                                |            |        | 63025752720215      | 02/25/2015                 | 630 257-5272 181 8 metra station          | \$100.73   |                         |                      |            |
| 11703                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | AT&T Illinois  | \$105.00                |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | 15-02-1261          | 02/28/2015                 | 142021261 - Village Hall internet         | \$50.00  |                         |                      |            |
|                                |            |        | 15-03-9005          | 03/02/2015                 | 126379005 - metra station internet        | \$55.00  |                         |                      |            |
| 11704                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | Automatic Control Services                           | \$14,500.00             |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | 3186                | 03/03/2015                 | system upgrades                           | \$14,500.00  |                         |                      |            |
| 11705                          | 03/23/2015 | Open   |                     |                            | Accounts Payable                          | Automotive Transportation<br>Supervisors Association | \$100.00                |                      |            |
|                                |            |        | <u>Invoice</u>      | <u>Date</u>                | <u>Description</u>                        | <u>Amount</u>  |                         |                      |            |
|                                |            |        | 2015                | 03/06/2015                 | membership renewal dues - Joel Evert      | \$100.00   |                         |                      |            |

# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number | Date       | Status | Void Reason | Reconciled/<br>Voided Date                               | Source           | Payee Name                             | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|------------|--------|-------------|--|------------------|--|-----------------------|----------------------|------------|
| 11706  | 03/23/2015 | Open   |             |  | Accounts Payable | Avalon Petroleum Company               | \$5,442.00            |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | 560002     |        | 02/26/2015  | 1300 gals unl fuel                                       |                  | \$2,769.00                             |                       |                      |            |
|        | 015700     |        | 03/03/2015  | 1100 gals dsl fuel                                       |                  | \$2,673.00                             |                       |                      |            |
| 11707  | 03/23/2015 | Open   |             |  | Accounts Payable | Award Emblem Mfg. Co., Inc.            | \$29.40               |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | 386898     |        | 03/03/2015  | awards   |                  | \$6.80                                 |                       |                      |            |
|        | 386932     |        | 03/03/2015  | awards   |                  | \$22.60                                |                       |                      |            |
| 11708  | 03/23/2015 | Open   |             |  | Accounts Payable | Bruce, Susan, M.                       | \$133.44              |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | 15-03-16   |        | 03/16/2015  | reimbursement - Chipains, Jewel                          |                  | \$133.44                               |                       |                      |            |
| 11709  | 03/23/2015 | Open   |             |  | Accounts Payable | Castletown Homes, Inc.                 | \$1,000.00            |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | 050498     |        | 03/16/2015  | refund clean up deposit - 16652 Windsor Ct               |                  | \$1,000.00                             |                       |                      |            |
| 11710  | 03/23/2015 | Open   |             |  | Accounts Payable | CDW Government, LLC                    | \$2,918.29            |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | TC56708    |        | 03/12/2015  | anti virus licensing                                     |                  | \$2,675.25                             |                       |                      |            |
|        | SR83063    |        | 02/23/2015  | MS Office licensing                                      |                  | \$243.04                               |                       |                      |            |
| 11711  | 03/23/2015 | Open   |             |  | Accounts Payable | Christopher B. Burke Engineering, Ltd. | \$9,638.75            |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | 121160     |        | 03/09/2015  | canal engineering  |                  | \$9,638.75                             |                       |                      |            |
| 11712  | 03/23/2015 | Open   |             |  | Accounts Payable | Closed Circuit Innovations             | \$1,150.00            |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | Lemont Apr |        | 03/04/2015  | Apr 2015 security camera monitoring                      |                  | \$1,150.00                             |                       |                      |            |
| 11713  | 03/23/2015 | Open   |             |  | Accounts Payable | Comcast Cable                          | \$537.88              |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | 15-03-9805 |        | 03/04/2015  | 8771 20 147 0039805 v.h. cable/internet                  |                  | \$251.57                               |                       |                      |            |
|        | 15-02-1615 |        | 02/24/2015  | 8771 20 147 0001615 v.h. cable TV                        |                  | \$29.50                                |                       |                      |            |
|        | 15-03-2700 |        | 03/04/2015  | 8771 20 147 0042700 p.d. cable/internet                  |                  | \$256.81                               |                       |                      |            |
| 11714  | 03/23/2015 | Open   |             |  | Accounts Payable | ComEd                                  | \$4,998.43            |                      |            |
|        | Invoice    |        | Date        | Description  |                  | Amount                                 |                       |                      |            |
|        | 15-03-8014 |        | 03/02/2015  | 3909078014 - street lights - illinois, e of stephen      |                  | \$25.76                                |                       |                      |            |
|        | 15-03-0007 |        | 03/02/2015  | 1173160007 - street lights - talcott, e of stephen       |                  | \$229.77                               |                       |                      |            |
|        | 15-03-4052 |        | 03/02/2015  | 2163104052 - street lights - stephen st 1 S river        |                  | \$94.30                                |                       |                      |            |
|        | 15-03-3015 |        | 03/05/2015  | 0432203015 - street lights - 44 Stephen St               |                  | \$77.79                                |                       |                      |            |
|        | 15-03-9011 |        | 03/05/2015  | 6534089011 - street lights - 411 Singer Ave Rear         |                  | \$313.02                               |                       |                      |            |
|        | 15-03-7008 |        | 03/02/2015  | 1274527008 - street lights - Stephen, Sani Canal         |                  | \$26.40                                |                       |                      |            |
|        | 15-03-6007 |        | 03/02/2015  | 7710116007 - street lights - Stephen St, alley off canal |                  | \$538.37                               |                       |                      |            |
|        | 15-03-8023 |        | 03/02/2015  | 2124138023 - street lights - 164 E Peiffer               |                  | \$216.30                               |                       |                      |            |
|        | 15-03-4007 |        | 03/02/2015  | 2834014007 - street lights - Lite Rte 25 1080 Norwalk Rd |                  | \$2,659.28                             |                       |                      |            |
|        | 15-03-2063 |        | 03/09/2015  | 1443022063 - street lights - KA Steel path               |                  | \$31.54                                |                       |                      |            |
|        | 15-03-2009 |        | 03/09/2015  | 0348702009 - street lights - 0 N New Ave, 101 Main St    |                  | \$433.98                               |                       |                      |            |
|        | 15-03-4009 |        | 03/09/2015  | 0348764009 - street lights - 47 Stevens St               |                  | \$43.55                                |                       |                      |            |
|        | 15-03-9017 |        | 03/09/2015  | 0015029017 - street lights - 55 Stephen St               |                  | \$287.06                               |                       |                      |            |
|        | 15-03-3016 |        | 03/09/2015  | 9338003016 - street lights - houston 1N schultz          |                  | \$21.31                                |                       |                      |            |



# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number | Date       | Status | Void Reason | Reconciled/<br>Voided Date             | Source           | Payee Name   | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|------------|--------|-------------|--|------------------|--|-----------------------|----------------------|------------|
| 11715  | 03/23/2015 | Open   |             |  | Accounts Payable | Compass Minerals America                           | \$2,283.13            |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 71309046   |        | 02/23/2015  | salt                                   |                  | \$2,283.13   |                       |                      |            |
| 11716  | 03/23/2015 | Open   |             |  | Accounts Payable | Cook County Department of Public Health            | \$1,740.00            |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 15-02-09   |        | 02/09/2015  | Oct-Dec health inspections             |                  | \$1,740.00   |                       |                      |            |
| 11717  | 03/23/2015 | Open   |             |  | Accounts Payable | De Lage Landen Public Finance                      | \$602.00              |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 44758832   |        | 02/25/2015  | 629642 - Canon copier leases - Mar-Apr |                  | \$602.00   |                       |                      |            |
| 11718  | 03/23/2015 | Open   |             |  | Accounts Payable | EJ USA, Inc.                                       | \$373.74              |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 3812929    |        | 03/17/2015  | repair clamps                          |                  | \$373.74   |                       |                      |            |
| 11719  | 03/23/2015 | Open   |             |  | Accounts Payable | ETP Labs Inc./EnviroTest/Perry Laboratories Inc.   | \$280.00              |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 15-130869  |        | 03/02/2015  | 1467 - sample testing                  |                  | \$280.00   |                       |                      |            |
| 11720  | 03/23/2015 | Open   |             |  | Accounts Payable | First Advantage Occupational Health Services       | \$93.66               |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 2504741501 |        | 01/31/2015  | 945895 - random drug testing           |                  | \$93.66  |                       |                      |            |
| 11721  | 03/23/2015 | Open   |             |  | Accounts Payable | First Communications                               | \$1,510.09            |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 12714853   |        | 03/09/2015  | 1FC022002003109                        |                  | \$1,510.09   |                       |                      |            |
| 11722  | 03/23/2015 | Open   |             |  | Accounts Payable | G & K Services, Inc.                               | \$62.08               |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 1028173360 |        | 03/05/2015  | carpet mat service                     |                  | \$62.08  |                       |                      |            |
| 11723  | 03/23/2015 | Open   |             |  | Accounts Payable | Galls, LLC   | \$100.76              |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 003148268  |        | 02/20/2015  | uniforms - JRT                         |                  | \$100.76   |                       |                      |            |
| 11724  | 03/23/2015 | Open   |             |  | Accounts Payable | Green Demolition Contractors, Inc.                 | \$25,024.23           |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 14270-2    |        | 03/02/2015  | Building Demolition Route 83 and Main  |                  | \$25,024.23  |                       |                      |            |
| 11725  | 03/23/2015 | Open   |             |  | Accounts Payable | Guaranteed Technical Services And Consulting, Inc. | \$1,915.72            |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 2012497    |        | 03/11/2015  | I.T. Support                           |                  | \$1,355.72   |                       |                      |            |
|        | 2012488    |        | 03/05/2015  | I.T. Support                           |                  | \$560.00   |                       |                      |            |
| 11726  | 03/23/2015 | Open   |             |  | Accounts Payable | Homefield Energy                                   | \$17,948.63           |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 9085315021 |        | 03/04/2015  | GMCVLG1001 - Feb 2015 electric service |                  | \$17,948.63  |                       |                      |            |
| 11727  | 03/23/2015 | Open   |             |  | Accounts Payable | IIMC   | \$575.00              |                      |            |
|        | Invoice    |        | Date        | Description                            |                  | Amount   |                       |                      |            |
|        | 2015       |        | 03/16/2015  | Conference registration - C Smollen    |                  | \$575.00   |                       |                      |            |

# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number | Date             | Status | Void Reason | Reconciled/<br>Voided Date             | Source           | Payee Name                       | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|------------------|--------|-------------|--|------------------|----------------------------------|-----------------------|----------------------|------------|
| 11728  | 03/23/2015       | Open   |             |  | Accounts Payable | Imperial Service Systems Inc     | \$1,009.00            |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 83378            |        | 03/01/2015  | Mar 2015 office cleaning               |                  | \$1,009.00                       |                       |                      |            |
| 11729  | 03/23/2015       | Open   |             |  | Accounts Payable | Inkwell, Ltd.                    | \$267.54              |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 67441            |        | 03/06/2015  | office supplies                        |                  | \$59.27                          |                       |                      |            |
|        | 67425            |        | 03/05/2015  | office supplies                        |                  | \$208.27                         |                       |                      |            |
| 11730  | 03/23/2015       | Open   |             |  | Accounts Payable | Johnson, Depp & Quisenberry, PSC | \$1,200.00            |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 15-03-03         |        | 03/03/2015  | Jan & Feb 2015 OAN consulting          |                  | \$1,200.00                       |                       |                      |            |
| 11731  | 03/23/2015       | Open   |             |  | Accounts Payable | Lemont Ace Hardware              | \$12.49               |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 2/28/15          |        | 02/28/2015  | 3542 - Feb 2015 supply purchases       |                  | \$12.49                          |                       |                      |            |
| 11732  | 03/23/2015       | Open   |             |  | Accounts Payable | Lemont Express Car Wash, LLC     | \$315.00              |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 15-02-28 LEMA    |        | 02/28/2015  | Feb 2015 vehicle washes-LEMA           |                  | \$10.00                          |                       |                      |            |
|        | 15-02-28         |        | 02/28/2015  | Feb 2015 vehicle washes-P.D.           |                  | \$305.00                         |                       |                      |            |
| 11733  | 03/23/2015       | Open   |             |  | Accounts Payable | Lexis Nexis Risk Data Management | \$85.00               |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 1354915-20150228 |        | 02/28/2015  | Feb 2015 searches                      |                  | \$85.00                          |                       |                      |            |
| 11734  | 03/23/2015       | Open   |             |  | Accounts Payable | Mahoney, Silverman & Cross, LLC  | \$786.25              |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 15-03-10         |        | 03/10/2015  | attorney services labor legal          |                  | \$786.25                         |                       |                      |            |
| 11735  | 03/23/2015       | Open   |             |  | Accounts Payable | McKay Printing Services          | \$1,699.00            |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 23218            |        | 02/27/2015  | newsletter printing/mailing            |                  | \$1,699.00                       |                       |                      |            |
| 11736  | 03/23/2015       | Open   |             |  | Accounts Payable | Morris Engineering, Inc.         | \$2,095.00            |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 15-04764         |        | 03/05/2015  | Feb 2015 reviews                       |                  | \$2,095.00                       |                       |                      |            |
| 11737  | 03/23/2015       | Open   |             |  | Accounts Payable | NiCor Gas                        | \$424.03              |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 15/03-2000 4     |        | 03/04/2015  | 04-46-52-2000 4 well #4                |                  | \$129.36                         |                       |                      |            |
|        | 15/03-2382 4     |        | 03/03/2015  | 88-84-93-2382 4 glens of connemara l/s |                  | \$25.00                          |                       |                      |            |
|        | 15/03-2000 8     |        | 03/02/2015  | 37-54-52-2000 8 well #3                |                  | \$269.67                         |                       |                      |            |
| 11738  | 03/23/2015       | Open   |             |  | Accounts Payable | OfficeMax Incorporated           | \$25.73               |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 760632           |        | 03/11/2015  | supplies                               |                  | \$25.73                          |                       |                      |            |
| 11739  | 03/23/2015       | Open   |             |  | Accounts Payable | Passport Parking, Inc.           | \$148.00              |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | 1854             |        | 02/28/2015  | Feb 2015 Metra Parking Mobile Pay      |                  | \$148.00                         |                       |                      |            |
| 11740  | 03/23/2015       | Open   |             |  | Accounts Payable | Patten Industries Inc.           | \$386.85              |                      |            |
|        | Invoice          |        | Date        | Description                            |                  | Amount                           |                       |                      |            |
|        | P35C0044836      |        | 02/25/2015  | parts                                  |                  | \$346.07                         |                       |                      |            |
|        | P35C0044837      |        | 02/25/2015  | parts                                  |                  | \$40.78                          |                       |                      |            |

# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number | Date         | Status | Void Reason | Reconciled/<br>Voided Date                    | Source           | Payee Name                                | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|--------------|--------|-------------|---|------------------|---|-----------------------|----------------------|------------|
| 11741  | 03/23/2015   | Open   |             |   | Accounts Payable | PDC Laboratories                          | \$25.50               |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 793925       |        | 02/28/2015  | sample testing                                |                  | \$25.50                                   |                       |                      |            |
| 11742  | 03/23/2015   | Open   |             |   | Accounts Payable | Proven Business Systems, LLC              | \$526.92              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 235602       |        | 03/05/2015  | P.D. copier usage                             |                  | \$430.16                                  |                       |                      |            |
|        | 236040       |        | 03/09/2015  | P.W. Canon copier usage                       |                  | \$96.76                                   |                       |                      |            |
| 11743  | 03/23/2015   | Open   |             |   | Accounts Payable | Quantum Marketing, LLC                    | \$203.00              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 17277        |        | 02/19/2015  | printing - note cards                         |                  | \$203.00                                  |                       |                      |            |
| 11744  | 03/23/2015   | Open   |             |   | Accounts Payable | Quill Corporation                         | \$105.94              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 20222777     |        | 03/04/2015  | C482401                                       |                  | \$105.94                                  |                       |                      |            |
| 11745  | 03/23/2015   | Open   |             |   | Accounts Payable | Rainbow Printing                          | \$130.95              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 411018       |        | 03/04/2015  | meter replacement door hangers                |                  | \$130.95                                  |                       |                      |            |
| 11746  | 03/23/2015   | Open   |             |   | Accounts Payable | Ray O'Herron Co., Inc.                    | \$141.94              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 1501271-IN   |        | 01/08/2015  | uniforms - TB                                 |                  | \$43.99                                   |                       |                      |            |
|        | 1512465-IN   |        | 03/05/2015  | uniforms - GS                                 |                  | \$29.99                                   |                       |                      |            |
|        | 1512229-IN   |        | 03/04/2015  | uniforms - GS                                 |                  | \$67.96                                   |                       |                      |            |
| 11747  | 03/23/2015   | Open   |             |   | Accounts Payable | Riccio Construction Corp.                 | \$16,347.75           |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 2547         |        | 02/25/2015  | Keepataw & State valve replacement - 12/17/14 |                  | \$8,691.95                                |                       |                      |            |
|        | 2548         |        | 02/25/2015  | 127th & Hillview valve replacement - 12/18/14 |                  | \$7,655.80                                |                       |                      |            |
| 11748  | 03/23/2015   | Open   |             |   | Accounts Payable | Royal Plumbing, Inc.                      | \$285.00              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 6866         |        | 03/04/2015  | RPZ testing                                   |                  | \$285.00                                  |                       |                      |            |
| 11749  | 03/23/2015   | Open   |             |   | Accounts Payable | Shaw Media                                | \$878.92              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 021510074589 |        | 02/28/2015  | Village page                                  |                  | \$658.00                                  |                       |                      |            |
|        | 021510074590 |        | 02/28/2015  | public notice - Case 13-11 Birch Path         |                  | \$220.92                                  |                       |                      |            |
| 11750  | 03/23/2015   | Open   |             |   | Accounts Payable | Sosin & Arnold, Ltd.                      | \$1,000.00            |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 88057        |        | 02/28/2015  | Feb 2015 adjudication                         |                  | \$1,000.00                                |                       |                      |            |
| 11751  | 03/23/2015   | Open   |             |   | Accounts Payable | Southwest Digital Printing, Inc.          | \$61.31               |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 3-22mr15     |        | 03/03/2015  | 1/5/14-3/3/15 plotter maintenance             |                  | \$11.31                                   |                       |                      |            |
|        | 3-10ma15     |        | 03/01/2015  | Mar 2015 plotter maintenance                  |                  | \$50.00                                   |                       |                      |            |
| 11752  | 03/23/2015   | Open   |             |   | Accounts Payable | Suburban Building Officials<br>Conference | \$750.00              |                      |            |
|        | Invoice      |        | Date        | Description                                   |                  | Amount                                    |                       |                      |            |
|        | 15-03-09     |        | 03/09/2015  | 2015 Training Institute                       |                  | \$750.00                                  |                       |                      |            |

# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number | Date          | Status | Void Reason | Reconciled/<br>Voided Date                        | Source           | Payee Name                             | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|--------|---------------|--------|-------------|---|------------------|--|-----------------------|----------------------|------------|
| 11753  | 03/23/2015    | Open   |             |   | Accounts Payable | T.P.I. Building Code Consultants, Inc. | \$4,711.75            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 2015-02       |        | 03/09/2015  | Feb 2015 reviews & inspections                    |                  | \$4,711.75                             |                       |                      |            |
| 11754  | 03/23/2015    | Open   |             |   | Accounts Payable | Tressler, LLP                          | \$19,321.96           |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 354431        |        | 03/09/2015  | Feb 2015 service fees                             |                  | \$8,612.00                             |                       |                      |            |
|        | 354432        |        | 03/09/2015  | Feb 2015 legal services                           |                  | \$10,549.96                            |                       |                      |            |
|        | 354433        |        | 03/09/2015  | legal exp - Rte 83 & Main                         |                  | \$160.00                               |                       |                      |            |
| 11755  | 03/23/2015    | Open   |             |   | Accounts Payable | Underground Pipe & Valve Co, Inc       | \$1,247.00            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 006671        |        | 03/04/2015  | 0001659 - water main repair clamps                |                  | \$1,247.00                             |                       |                      |            |
| 11756  | 03/23/2015    | Open   |             |   | Accounts Payable | Unifirst Corporation                   | \$53.51               |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 062 0113004   |        | 03/09/2015  | shop towel service                                |                  | \$53.51                                |                       |                      |            |
| 11757  | 03/23/2015    | Open   |             |   | Accounts Payable | Verizon Wireless                       | \$109.60              |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 9741659020    |        | 03/03/2015  | 685282853-00001                                   |                  | \$109.60                               |                       |                      |            |
| 11758  | 03/23/2015    | Open   |             |   | Accounts Payable | Warehouse Direct Workplace Solutions   | \$54.56               |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 2618390-0     |        | 02/26/2015  | supplies  |                  | \$54.56                                |                       |                      |            |
| 11759  | 03/23/2015    | Open   |             |   | Accounts Payable | Water Resources Inc.                   | \$5,740.63            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 29476         |        | 03/04/2015  | 10 water meters                                   |                  | \$2,790.42                             |                       |                      |            |
|        | 29494         |        | 03/05/2015  | 10 water meters                                   |                  | \$2,950.21                             |                       |                      |            |
| 11760  | 03/23/2015    | Open   |             |   | Accounts Payable | WEX Fleet Universal                    | \$882.02              |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 39962287      |        | 02/28/2015  | Feb retail fuel purchases                         |                  | \$882.02                               |                       |                      |            |
| 11761  | 03/23/2015    | Open   |             |   | Accounts Payable | Ashbury Woods Development LLC          | \$1,000.00            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 2014-00000263 |        | 03/18/2015  | refund clean up deposit - 618 Woodglen Ct         |                  | \$1,000.00                             |                       |                      |            |
| 11762  | 03/23/2015    | Open   |             |   | Accounts Payable | BF Investment Group                    | \$1,775.62            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 15-03-10      |        | 03/10/2015  | refund escrow Case 2007-30                        |                  | \$1,775.62                             |                       |                      |            |
| 11763  | 03/23/2015    | Open   |             |   | Accounts Payable | Henry Bros Co                          | \$1,000.00            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 2013-00010469 |        | 03/17/2015  | refund clean up deposit - 1270 Franciscan Dr      |                  | \$1,000.00                             |                       |                      |            |
| 11764  | 03/23/2015    | Open   |             |   | Accounts Payable | Henry Bros Co                          | \$1,000.00            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 2014-00000148 |        | 03/17/2015  | refund clean up deposit - 1270 Franciscan Dr      |                  | \$1,000.00                             |                       |                      |            |
| 11765  | 03/23/2015    | Open   |             |   | Accounts Payable | Lemont Mgmt Group LLC                  | \$1,000.00            |                      |            |
|        | Invoice       |        | Date        | Description                                       |                  | Amount                                 |                       |                      |            |
|        | 2014-00000836 |        | 03/17/2015  | refund clean up deposit - 15947 127th St, Suite G |                  | \$1,000.00                             |                       |                      |            |

# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number                                | Date           | Status | Void Reason | Reconciled/<br>Voided Date | Source                                  | Payee Name                             | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|---------------------------------------|----------------|--------|-------------|----------------------------|---|--|-----------------------|----------------------|------------|
| 11766                                 | 03/23/2015     | Open   |             |                            | Accounts Payable                        | Quail Construction and Remodeling Inc  | \$1,000.00            |                      |            |
|                                       | <u>Invoice</u> |        | <u>Date</u> |                            | <u>Description</u>                      |  | <u>Amount</u>         |                      |            |
|                                       | 2014-00000879  |        | 03/16/2015  |                            | refund clean up deposit - 39 Lahinch Dr |  | \$1,000.00            |                      |            |
| 11767                                 | 03/23/2015     | Open   |             |                            | Accounts Payable                        | Simplex Grinnell                       | \$1,000.00            |                      |            |
|                                       | <u>Invoice</u> |        | <u>Date</u> |                            | <u>Description</u>                      |  | <u>Amount</u>         |                      |            |
|                                       | 2014-00000622  |        | 03/16/2015  |                            | refund clean up deposit - 13589 Main St |  | \$1,000.00            |                      |            |
| Type Check Totals:                    |                |        |             |                            |   |  |                       |                      |            |
| EFT                                   |                |        |             |                            |   |  |                       |                      |            |
| 123                                   | 03/23/2015     | Open   |             |                            | Accounts Payable                        | Southwest Agency for Health Management | \$91,449.42           |                      |            |
|                                       | <u>Invoice</u> |        | <u>Date</u> |                            | <u>Description</u>                      |  | <u>Amount</u>         |                      |            |
|                                       | 2015-00001265  |        | 03/18/2015  |                            | Apr 2015 health & dental premiums       |  | \$91,449.42           |                      |            |
| Type EFT Totals:                      |                |        |             |                            |   |  |                       |                      |            |
| FM-Clearing - Accounts Payable Totals |                |        |             |                            |   |  |                       |                      |            |
|                                       |                |        |             |                            |   |  | 72 Transactions       | \$165,317.34         |            |
|                                       |                |        |             |                            |   |  | 1 Transactions        | \$91,449.42          |            |

| Checks | Status       | Count     | Transaction Amount  | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
|        | Open         | 72        | \$165,317.34        | \$0.00            |
|        | Reconciled   | 0         | \$0.00              | \$0.00            |
|        | Voided       | 0         | \$0.00              | \$0.00            |
|        | Stopped      | 0         | \$0.00              | \$0.00            |
|        | <b>Total</b> | <b>72</b> | <b>\$165,317.34</b> | <b>\$0.00</b>     |
| EFTs   | Status       | Count     | Transaction Amount  | Reconciled Amount |
|        | Open         | 1         | \$91,449.42         | \$0.00            |
|        | Reconciled   | 0         | \$0.00              | \$0.00            |
|        | Voided       | 0         | \$0.00              | \$0.00            |
|        | <b>Total</b> | <b>1</b>  | <b>\$91,449.42</b>  | <b>\$0.00</b>     |
| All    | Status       | Count     | Transaction Amount  | Reconciled Amount |
|        | Open         | 73        | \$256,766.76        | \$0.00            |
|        | Reconciled   | 0         | \$0.00              | \$0.00            |
|        | Voided       | 0         | \$0.00              | \$0.00            |
|        | Stopped      | 0         | \$0.00              | \$0.00            |
|        | <b>Total</b> | <b>73</b> | <b>\$256,766.76</b> | <b>\$0.00</b>     |

# Payment Register

From Payment Date: 3/10/2015 - To Payment Date: 3/23/2015

| Number                     | Date       | Status | Void Reason | Reconciled/<br>Voided Date | Source           | Payee Name         | Transaction<br>Amount | Reconciled<br>Amount | Difference |
|----------------------------|------------|--------|-------------|----------------------------|------------------|--------------------|-----------------------|----------------------|------------|
| FM-GMAT Grant - GMAT Grant |            |        |             |                            |                  |                    |                       |                      |            |
| <u>EFT</u>                 |            |        |             |                            |                  |                    |                       |                      |            |
| 2                          | 03/18/2015 | Open   |             |                            | Accounts Payable | Pratt, Brittney, J | \$1,833.34            |                      |            |
|                            | Invoice    |        | Date        | Description                |                  |                    | Amount                |                      |            |
|                            | 15-03-18   |        | 03/18/2015  | 03/01/15-03/15/15          |                  |                    | \$1,833.34            |                      |            |

Type EFT Totals:

FM-GMAT Grant - GMAT Grant Totals

1 Transactions

\$1,833.34

| Checks | Status       | Count    | Transaction Amount | Reconciled Amount |
|--------|--------------|----------|--------------------|-------------------|
|        | Open         | 0        | \$0.00             | \$0.00            |
|        | Reconciled   | 0        | \$0.00             | \$0.00            |
|        | Voided       | 0        | \$0.00             | \$0.00            |
|        | Stopped      | 0        | \$0.00             | \$0.00            |
|        | <b>Total</b> | <b>0</b> | <b>\$0.00</b>      | <b>\$0.00</b>     |

| EFTs | Status       | Count    | Transaction Amount | Reconciled Amount |
|------|--------------|----------|--------------------|-------------------|
|      | Open         | 1        | \$1,833.34         | \$0.00            |
|      | Reconciled   | 0        | \$0.00             | \$0.00            |
|      | Voided       | 0        | \$0.00             | \$0.00            |
|      | <b>Total</b> | <b>1</b> | <b>\$1,833.34</b>  | <b>\$0.00</b>     |

| All | Status       | Count    | Transaction Amount | Reconciled Amount |
|-----|--------------|----------|--------------------|-------------------|
|     | Open         | 1        | \$1,833.34         | \$0.00            |
|     | Reconciled   | 0        | \$0.00             | \$0.00            |
|     | Voided       | 0        | \$0.00             | \$0.00            |
|     | Stopped      | 0        | \$0.00             | \$0.00            |
|     | <b>Total</b> | <b>1</b> | <b>\$1,833.34</b>  | <b>\$0.00</b>     |

Grand Totals:

| Checks | Status       | Count     | Transaction Amount  | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
|        | Open         | 72        | \$165,317.34        | \$0.00            |
|        | Reconciled   | 0         | \$0.00              | \$0.00            |
|        | Voided       | 0         | \$0.00              | \$0.00            |
|        | Stopped      | 0         | \$0.00              | \$0.00            |
|        | <b>Total</b> | <b>72</b> | <b>\$165,317.34</b> | <b>\$0.00</b>     |

| EFTs | Status       | Count    | Transaction Amount | Reconciled Amount |
|------|--------------|----------|--------------------|-------------------|
|      | Open         | 2        | \$93,282.76        | \$0.00            |
|      | Reconciled   | 0        | \$0.00             | \$0.00            |
|      | Voided       | 0        | \$0.00             | \$0.00            |
|      | <b>Total</b> | <b>2</b> | <b>\$93,282.76</b> | <b>\$0.00</b>     |

| All | Status       | Count     | Transaction Amount  | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
|     | Open         | 74        | \$258,600.10        | \$0.00            |
|     | Reconciled   | 0         | \$0.00              | \$0.00            |
|     | Voided       | 0         | \$0.00              | \$0.00            |
|     | Stopped      | 0         | \$0.00              | \$0.00            |
|     | <b>Total</b> | <b>74</b> | <b>\$258,600.10</b> | <b>\$0.00</b>     |

# Village Board

## Agenda Memorandum

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To: Mayor & Village Board

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

Subject: Fee Ordinance

Date: March 23, 2015

### **BACKGROUND/HISTORY:**

Annually staff reviews all fees to ensure that the cost of service is recouped. As a result a fee ordinance is prepared and presented to the Board on an annual basis.

### **DISCUSSION:**

The attached fee ordinance contains changes that were discussed at the March 9, 2015 Committee of the Whole Meeting. The following fees have been changed per the Board's direction:

- Pass thru costs-
  - Inspections increase to \$85
  - Reinspections increase to \$110
  - Commercial Occupancy increase to \$165
  - Grating Review increase to \$750
- Billable Police Officer Rate- \$61.50 overtime rate for billable items
- Senior Citizen Discount Rate- move from flat to 50% of the total cost
- Application fee for plat approval – increase to \$500 per plat
- Application fee for Certificate of Appropriateness for Building Demolition \$250
- Escrow for Certificate of Appropriateness for Building Demolition \$750

All fees have been incorporated into the FY16 Proposed Annual Operating Budget.

### **RECOMMENDATION:**

Approve the proposed changes to the fee ordinance.

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

**Annual Fee Ordinance**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 23<sup>RD</sup> DAY OF MARCH, 2015**

**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 23<sup>RD</sup> DAY OF MARCH, 2015**



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

**Annual Fee Ordinance**

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

**SECTION 1:**

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

**SECTION 2:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**General Contractors** - \$200.00

**All other contractors** - \$75.00

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

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

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

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

**Commuter Parking Fees (10.22.020)**

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

**Vehicle Licenses (10.32.010)**

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

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

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

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

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

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

**Water for Construction (13.08.050)**

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

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

**Water Rates - (13.08.060)**

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

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

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

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

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

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

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

**Sewer Rates (13.09.020)**

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

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

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

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

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

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

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

**Late Fees (15.02.090)**

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

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

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

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

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

Certificate of Appropriateness for Building Demolition - \$250

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

**Building Permit Fees (15.02)**

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

|                                    |                            |
|------------------------------------|----------------------------|
| Building Permit and Inspection Fee | \$0.25 per ft <sup>2</sup> |
|------------------------------------|----------------------------|

|  |                                |
|--|--------------------------------|
|  | (basement and garage included) |
|  | Minimum Charge<br>\$1,200.00   |

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

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

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

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

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

**Additional Permit Fees (15.02.030)**

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

**Plumbing Fees (15.02.040)**

A . New Construction.

|   |          |
|---|----------|
| New single-family, duplex and townhouse buildings | \$325.00 |
|---|----------|

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

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



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

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

**Mechanical Fees (15.02.050)**

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

|                              |   |
|------------------------------|---|
| \$0.00 and up to \$15,000.00 | \$50.00   |
| \$15,001.00 and over         | \$50.00<br>+\$50.00/\$5,000.00<br>or fraction thereof |

**Electrical Fees (15.02.060)**

A. New Construction.

|   |          |
|---|----------|
| New single-family, duplex and townhouse buildings | \$325.00 |
|---|----------|

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

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

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

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

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

**Grading Review (15.02.070)**

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

Land Use Application Fees (Appendix A of Chapter 17)

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

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

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

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

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 23<sup>rd</sup> day of March, 2015**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

# Village Board

## Agenda Memorandum

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To: Mayor & Village Board

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

Subject: **Updates to the Employee Personnel Manual - 2015**

March 19, 2015

Date:

### **BACKGROUND/HISTORY**

In conjunction with our strategic workforce development plan and personnel initiatives, we plan to make improvements and add required updates to the Employee Personnel Manual on an annual basis.

### **DISCUSSION**

The following depicts an overview of some approved policy changes to the current Manual.

#### **ARTICLE II - EMPLOYMENT PRACTICES**

2.13 A reappointed employee that returns to the Village's employ within 90 days after resignation shall maintain their seniority and classification for purposes of accruing vacation leave from the date of their original appointment.

#### **ARTICLE V - EMPLOYEE BENEFITS**

5.3 Personal Holidays: Have increased for employees from 3 to 4 per year, effective immediately.

5.4 A. Vacation Leave Initial Accrual and Use: Due to recent IMRF changes creating a Tier II for members, the Village must avoid penalties due to pension spiking (or perceived spiking) which may occur if employees receive their total accrued vacation (including carry over) payout on their final check.

Employees hired on or after January 1, 2012 will be required to complete an *Unpaid Leave Payout Agreement* when they request carry-over vacation. This will allow the Village to pay out accrued vacation upon termination in installments instead of one lump sum.

5.11 Health Insurance: The cost containment issued to employees who opt out of the Village Health Insurance Plan has increased from \$1500 per year to \$2000, effective July 1, 2015.

5.15 Tuition Reimbursement: Reimbursement has increased from \$2000 to \$3000 per employee per fiscal year based upon the amount of budgeted training funds available, effective May 1, 2015.

**RECOMMENDATION**

Approve the updated 2015 Personnel Manual at the March 23<sup>rd</sup> Board meeting.

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

**A RESOLUTION AMENDING PERSONNEL MANUAL**

**WHEREAS**, the President and the Board of Trustees desire to amend the Village of Lemont Personnel Manual; and

**WHEREAS**, the President and the Board of Trustees find that adopting the attached Village of Lemont Personnel Manual is in the interest of the public health, safety and welfare of the resident of Lemont;

**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, revised, attached hereto as Exhibit A hereto is hereby adopted and shall be in full force and effect as of January 1, 2014. All other Personnel Manuals previously adopted by the Village are null and void.

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

**SECTION 4:** 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, COUNTRIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 23<sup>rd</sup> day of March, 2015.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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



ATTEST:

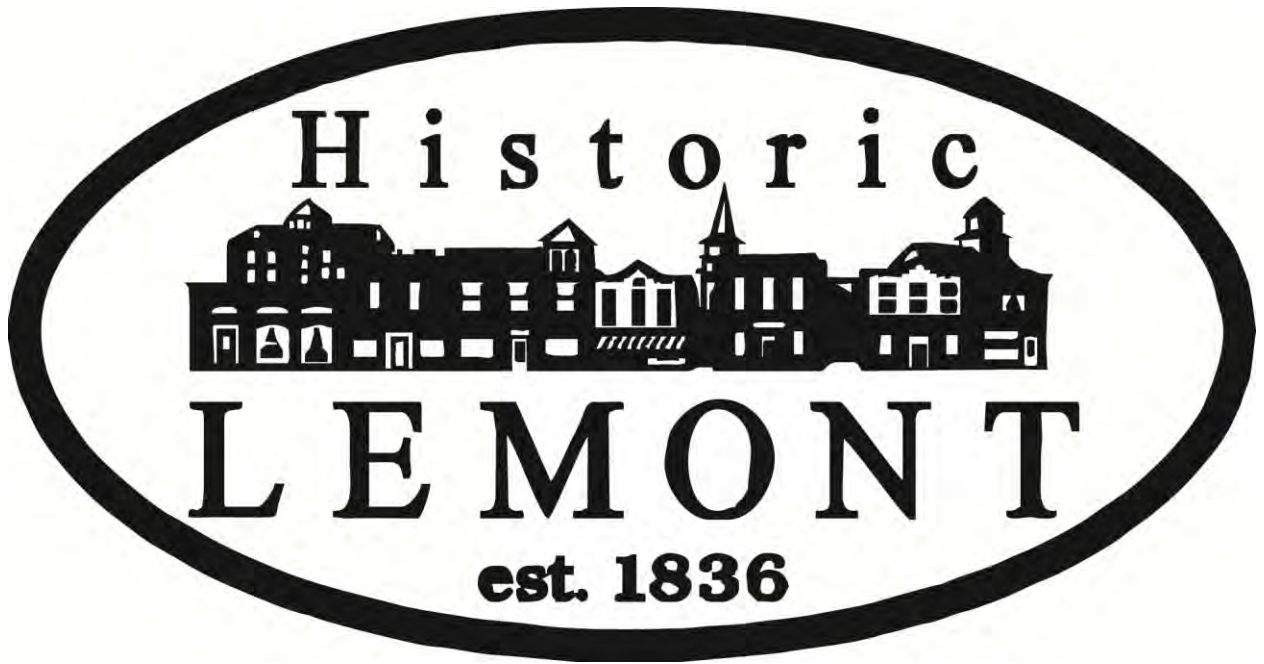
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**CHARLENE M. SMOLLEN**  
**Village Clerk**

**EXHIBIT A**

**VILLAGE OF LEMONT**

**PERSONNEL MANUAL**



**VILLAGE OF LEMONT**

**PERSONNEL POLICY MANUAL**

**REVISED 03/23/2015**

Welcome:

As you begin your employment with the Village of Lemont, I would like to welcome you to our organization and invite you to read and become familiar with the contents of this employee personnel manual. The manual contains the policies and procedures to be observed by all employees of the Village of Lemont and covers significant areas of your relationship to the Village.

With your help we are looking forward to continued growth and prosperity in the Village of Lemont as we find new and better ways to serve our residents needs. The policies, procedures and programs outlined in this manual are designed to serve as guidelines to keep you informed of relevant facts about your employment.

The manual should help you understand what is expected of you in your daily activities as well as what you may generally expect from the Village and members of management. The overall goal is to achieve fair, equitable and respectful open relations among all of us.

I encourage you to thoroughly read and understand these polices and to observe them. My hope is that this manual will answer most of your questions. If, however, you have additional questions, please feel free to speak with your Supervisor, Department Director, HR or the Village Administrator.

The Village is committed to administering these policies fairly and with recognition of your professionalism and your individuality. I wish you much success.

Sincerely,

George Schafer  
Village Administrator

**Vision Statement:**

In 2030 Lemont will be a community where people want to live or visit. It will be known for its thriving downtown, excellent schools, successful businesses, and strong sense of community. Although new residents and businesses will grow the community, Lemont's quaint character will remain. The families who have lived in Lemont for the past 200 years will continue to choose Lemont as their hometown for future generations.

**Mission Statement:**

The Village of Lemont is dedicated to promoting and preserving the character of the community and ensuring a high quality of life through professional public service provided in a friendly, consistent, and fiscally responsible manner, emphasizing the best interest of the community as a whole.

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## **ARTICLE I - INTRODUCTION**

### **DISCLAIMER**

Except for employees under the jurisdiction of the Board of Fire and Police Commissioners, employees of the Village are "at will" employees and may be removed at any time, with or without cause. This manual does not create, and shall not be construed as creating, any contract or offer to contract with the Village. No property or tenure rights in employment shall be created, or deemed to be created, by this manual. All provisions of this manual are subject to change, at the sole discretion of the Village, at any time, with or without notice. No policy, benefit or procedure set forth in this manual implies or may be construed to imply that it or any portion thereof is an employment contract. Employment and compensation may be terminated by the Village with or without notice at any time at the option of the Village. In the event any of the provisions of this manual conflict with the laws of the State of Illinois or the United States Government, the latter shall take precedence.

#### **1.1 Application and Administration**

This document shall be known as the Village of Lemont Personnel Manual. This Manual shall apply to employees of the Village of Lemont and is designed to assist employees in performing their duties and responsibilities. This Manual does not, and is not intended to, cover every aspect of Village operations. Rather, the intent is to enable employees to gain a better understanding of their role as a member of the Village staff and to provide general guidelines and procedures. The Manual may be amended at any time at the sole discretion of the Village.

##### **1.1.1 Precedence of Board of Fire and Police Commissioners**

Certain employees of the Police Department are under the jurisdiction of the Lemont Board of Fire and Police Commission. In case of a conflict between this Manual and any ordinance, statute or rule of the Board of Fire and Police Commission, the latter shall take precedence over this Manual.

##### **1.1.2 Precedence of Collective Bargaining Agreement**

Any collective bargaining agreement between the Village and a recognized bargaining unit shall take precedence over this Manual.

##### **1.1.3 Precedence over Police Department General Orders**

In the event of a substantive conflict between the terms of this Manual and any Police Department General Order or other departmental rules or regulations, the terms of this Manual shall control.



#### **1.1.4 Administration of Manual by Village Administrator**

The Village Administrator shall administer, or cause to be administered, the provisions of this Manual.

### **1.2 Ethics Policy**

Employees are expected to exercise ethical conduct and behaviors as outlined in this Manual, as well as pursuant to Federal, State and local laws, including the State Officials and Employees Ethics Act (5 ILCS 430/70-5).

#### **1.2.1 Code of Conduct**

It is the policy of the Village of Lemont to conduct its business activities and transactions with the highest level of integrity and ethical standards and in accordance with applicable laws and regulations. Obeying the law and following Village policies both in letter and in spirit is a substantial part of our foundation and core values. All employees must conduct themselves accordingly and seek to avoid even the appearance of improper behavior.

Furthermore, all employees of the Village of Lemont are to treat their co-workers as well as residents, vendors and visitors with the utmost respect and dignity. Certain actions are inappropriate in the work setting. Listed below are some of the behaviors that are not appropriate. This is by no means an all-inclusive list. This list is illustrative rather than exhaustive and management reserves the right to decide upon appropriate disciplinary action for breaches of conduct. Violation of these standards will result in disciplinary action up to and including termination of employment.

- Activities prohibited by Federal, State and local laws, rules or regulations.
- Failure to meet prescribed standards of work.
- Excessive absenteeism or tardiness.
- Threatening, intimidating or coercing another employee or the public.
- Violations of the workplace harassment policy, sexual harassment policy and/or workplace violence policy and/or any other policy pertaining to the conduct of a Village employee.
- Willful destruction or damage to Village property or the property of a fellow employee.
- Dishonesty, including falsification of Village records.
- Insubordination or refusal to follow a direct lawful order.
- Sleeping during work hours or leaving work without permission.
- Theft or unauthorized possession of Village property, the property of a fellow employee or resident's property.

- Acceptance of any consideration from a third party intended to inappropriately influence the employee in the performance of his or her duties.
- Use of official position for personal advantage.
- Intoxication during working hours, including bringing intoxicating beverages, illegal drugs or other illegal substances on Village property; the consuming of the same on Village property or any other violation of the Village's Substance Abuse Policy.
- Violation of Village safety rules.
- Being found guilty of a crime that brings discredit to the Village or hinders the employee's ability to perform in job capacity.
- Discussion of confidential Village business with unauthorized persons.
- Misuse or illegal use of Village telephones, computer privileges or equipment.
- Refusal to cooperate in an officially sanctioned investigation.
- Violation of the Village's policies and procedures set forth in this Manual.

### **1.3 Coverage of Personnel Policy Manual Provisions**

The provisions of this Personnel Policy Manual shall apply to all employees of the Village full-time, part-time and seasonal, sworn and non-sworn. In this Manual, persons affected by its provisions will generally be referred to as "employees."

The terms and conditions of employment for patrol officers and sergeants are set forth in the Collective Bargaining Agreement (Agreement) executed between the Village of Lemont and Metropolitan Alliance of Police Lemont Chapters #33 and #39 as it may be in effect and as it may be amended from time to time. To the extent any subject covered in the manual is addressed in the Collective Bargaining Agreement, the Agreement shall govern and provide the sole source for the terms and conditions of employment for affected patrol officers. All other provisions within this manual which are not inconsistent with the Agreement will apply to patrol officers and sergeants unless otherwise noted.

The Personnel Policy Manual shall not preclude the establishment of written departmental work rules setting forth policies and procedures for an individual department work force. In the event of a conflict, the provisions of this Manual shall govern.

On occasion, the Village Board may choose to enter into an employment agreement with an employee or a labor agreement with a class of employees. If any provision(s) of such agreement shall conflict with this Manual, the provision(s) of the agreement shall govern.

#### **1.4 Adoption of Rules**

The authority to adopt the rules and regulations set forth in this Manual rests solely with the Board of Trustees and requires action of the majority of a quorum of these officials, unless otherwise required by law.

#### **1.5 Administration of Manual**

The Village Administrator shall be responsible for administration of these personnel rules and regulations within the Village organization, and may, at any time, develop and promulgate procedural rules, interpretations and administrative and/or technical changes or modifications. In addition, he/she may recommend amendments to the personnel rules and regulations for consideration by the Village Board of Trustees, and may review, approve and amend actions taken pursuant to these personnel rules and regulations.

#### **1.6 General Management Rights**

The Village of Lemont shall possess and maintain the sole authority to determine matters of inherent managerial policy as specified in this policy manual. Such authority shall rest with the Village Board or through their designated representatives, subject to the specific duties, authority and responsibilities as established by Ordinance. This general authority shall include, but not be limited to, the following:

- A. The right to establish the mission, policies, standards of service and annual operating budget of the Village.
- B. The right to determine the methods, means, and number of personnel required to accomplish the mission of the Village.
- C. The right to establish and revise the organizational structure of the Village, or job descriptions, including the right to hire, transfer, promote, discipline, suspend or discharge employees.
- D. The right to establish work procedures, work rules, work standards, work shifts and examination requirements for Village employees.
- E. The right to select the means and origin of service delivery to be provided to the public.

#### **1.7 Management Structure**

To carry out the day-to-day activities of the Village, several levels of supervisory authority exist. The Village Administrator manages the overall operation of the Village with direct supervisory responsibility over Department Directors. Village Department Directors include the Building Commissioner, Public Works Director, Police Chief, Finance Manager, and Planning and Economic Development

Director. The Police Chief assumes duties of Village Administrator in his/her absence.

Employees within each Department either report directly to the Department Director, or to a line supervisor who may be responsible for day-to-day supervision. Employees shall rely upon this chain of command to insure proper communication, direction and overall coordination of effort.

### **1.8 Same sex marriage, Domestic Partners & Civil Unions**

As the terms are used throughout this Manual, parties to a marriage shall be included in any definition or use of terms such as “spouse”, “family”, “immediate family”, “dependent”, “next of kin”, “wife”, “husband”, “bride”, “groom”, “wedlock”, and other terms that refer to or denote the spousal relationship, as those terms are used throughout the law, regardless of whether the parties to a marriage are of the same sex or different sexes.

A Domestic Partner who receives employment benefits from the Village before May 1, 2015, shall continue to receive those benefits until the Domestic Partnership is dissolved or until those benefits otherwise terminate according to the terms and policies of the Village. On May 1, 2015, the Village shall no longer offer employment benefits, or benefits of any kind, to Domestic Partners unless required by State or federal law. The Village does offer and will continue to offer all benefits to Civil Partners and parties to a same sex marriage as recognized under Illinois law.

## **ARTICLE II - EMPLOYMENT PRACTICES**

### **2.1 Administration**

The Village Administrator shall be responsible for the recruitment and screening and appointment of all Village employees, except those positions governed by State Statutes.

### **2.2 Recruitment**

As vacancies occur on the Village staff, qualified applicants will be sought through several means of recruitment. Depending on the level of the vacancy, employment notices will be placed in local newspapers, professional newsletters or journals.

When possible, attempts will be made to fill vacancies through the promotion of current employees. Available positions may also be posted to current employees prior to applications being accepted from individuals not currently employed by the Village.

Recruitment and hiring of patrol officers shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners.

### **2.3 Application for Employment**

All individuals seeking employment will be required to complete and submit a standard application form which will be provided by the Village. Such applications shall be directed to the Village Administrator's office. All employment applications received from qualified candidates will be maintained in accordance with the Local Records Act, (50 ILCS 205/1 *et. seq.*).

Applicants seeking employment as sworn employees shall be subject to the procedures established by the Lemont Board of Fire and Police Commissioners, and/or by State statutes.

Any applicant who knowingly submits false or fraudulent information on an employment application may be subject to disqualification. False or fraudulent information on an application may be grounds for dismissal.

### **2.4 Applicant Testing**

On occasion, the Village may require applicant testing prior to selection. Such testing shall measure the job skills, ability and background required to perform the minimum duties of the position.

### **2.5 Selection of Personnel**

Personnel selected for Village employment or promotional opportunities shall be

chosen solely on the basis of merit. All applications submitted shall be given equal consideration to determine those candidates meeting the qualifications listed in the job description. The selection process shall conclude with a personal interview of those candidates deemed qualified.

Selection criteria shall generally be based upon the following characteristics of applicants: relevant work experience, technical knowledge, educational background, general aptitude, maturity, compatibility and personal references.

Selection of patrol officers shall be made in accordance with the rules and procedures of the Lemont Board of Fire and Police Commissioners.

## **2.6 Employment Status**

The employment status of individuals hired by the Village shall be determined according to the number of hours assigned per week, and duration of employment.

Each employee is designated as either non-exempt or exempt according to federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay and are covered under the specific provisions of federal and state wage and hour laws. Exempt employees are excluded from specific provisions of federal and state wage and hours laws.

Full time employees shall be defined as those individuals who consistently work a schedule considered to be a full workweek according to the provisions of this manual.

Part-time employees shall be defined as those individuals who consistently work a schedule considered to be less than a full workweek according to the provisions of this manual.

Temporary or Seasonal Employees shall be defined as those individuals selected to serve the Village for a specified period of time.

## **2.7 Promotions**

Whenever possible, the Village will promote existing employees to fill vacancies which arise. Consideration for promotion shall be based upon prior job performance, personal qualifications, educational or technical training and promise of future development. Employees seeking promotional opportunities shall indicate their desires through the standard employment application procedures.

An employee who is promoted shall receive a pay and classification adjustment.

Sworn personnel shall be subject to the promotion procedures established by the Board of Fire and Police Commissioners.

## **2.8 Appointment to "Acting" Status**

In the event that a prolonged vacancy occurs in a supervisory or administrative non-sworn position, an existing employee may be appointed to assume the duties of the vacant position in an "acting" capacity. Such appointment shall be made by the Village Administrator, and shall be considered a temporary appointment.

If the individual assigned to "acting" status is anticipated to perform the duties of a higher pay range, the "acting" employee shall receive a temporary pay and classification adjustment as determined by the Village Administrator. Upon the return of the permanent occupant of the position, the "acting" employee shall return to the position and pay rate held prior to the temporary appointment.

Under no circumstances shall an employee remain in an "acting" capacity for longer than one (1) year.

## **2.9 Lateral Transfers**

Voluntary transfers may be requested by employees with the written recommendation of the affected Department Director(s). The Department Director(s) shall evaluate the request in terms of the employee's past performance, qualifications, promise for success in the desired position and needs of the organization. The recommendation of the department Director(s) shall be submitted to the Village Administrator, who shall approve or deny the request.

An involuntary lateral transfer consists of a reassignment of an employee to another job of similar pay, status, and responsibility. Transfers may be made if necessary to meet the needs of the Village.

Transfer, when possible, will be discussed in advance with employees concerned in order to explain reasons for the transfer and, when possible, to give consideration to employee's wishes.

Employees involved in a voluntary transfer will be required to successfully complete a ninety (90) day probationary period.

## **2.10 Demotions**

If an employee is demoted to another position with a lower pay range, the Village shall have the right to reduce the employee's pay range in accordance with the pay plan of the Village.

## **2.11 Reductions in Personnel**

If it is necessary to reduce the work force of the Village due to insufficient funds or a lack of available work, the Village Administrator shall formulate a list of positions eligible for layoff, and shall provide such list to the Mayor and Village Board.

A full-time regular employee is to be given at least fourteen (14) calendar days notice of a reduction in the work force or two (2) weeks pay in lieu of such notice.

In accordance with the management rights outlined in Section (1) 1.6, such a list shall be formulated to best provide, prioritize and fulfill the service needs of the Village.

## **2.12 Recall From Layoff**

Employees subject to layoff due to a lack of available work or insufficient funds shall be eligible for recall for a period not to exceed one (1) calendar year from the date of layoff. A recall list shall be maintained by the Village Administrator with all recalls occurring in the inverse order of layoff.

Individuals on a layoff may be considered for other positions should they become available. If the Village seeks to fill a vacated position while any employees are on layoff, the Village shall examine the qualifications and abilities of laid off personnel prior to any outside recruitment. The Village shall also attempt to keep laid off employees apprised of the potential for recall.

Employees eligible for recall shall have a maximum of seven (7) days to respond to a notice of recall and an additional fourteen (14) days to report to work. Any former employee who does not respond to a recall notice or report to work shall be considered to have voluntarily resigned.

An employee recalled within one (1) calendar year of layoff shall be entitled to the seniority that the employee accrued prior to his or her layoff.

## **2.13 Reappointment**

Any employee who voluntarily resigns in good standing may be eligible for reappointment at a future time, provided an opening exists and the candidate is qualified for the position. The reappointed employee shall be considered a new hire. An employee who resigns and is later re-hired shall not be credited with any sick leave, personal days or seniority accrued prior to resignation. A reappointed employee that returns to the Village's employ within 90 days after resignation shall maintain their seniority and classification for purposes of accruing vacation leave from the date of their original appointment.

Any employee who is terminated for disciplinary reasons, resigns during disciplinary proceedings, or does not resign in good standing shall not be eligible for reappointment.

## **2.14 Citizenship**

United States citizenship is not a prerequisite for employment, except for those positions specifically covered under federal or state statutes.



## **2.15 Residency**

Although employees are encouraged to live within the Village limits, residency is not a requirement for initial or continued employment.

## **2.16 Hiring of Relatives**

Under most circumstances a supervisory relationship shall not exist between relatives. This shall include newly hired employees as well as promoted employees. This regulation shall apply to all full-time, part-time, and temporary positions which may become vacant.

Should a supervisory relationship occur between relatives due to promotion, marriage or other action, the subordinate employee shall be reassigned to an equivalent position. Should no equivalent position be available, the subordinate employee will be required to resign.

No applicant shall be appointed for employment if that individual is related to an elected official serving a term of office within the Village of Lemont. This restriction shall not apply to those individuals who may be appointed prior to a relative being elected or any individual who may have been hired prior to the adoption of this manual. This restriction also does not apply to temporary, paid on call or seasonal positions, so long as the related elected official is not the individual in charge of hiring for that position.

The applicable relationships covered under this section are listed as follows: mother, father, brother, sister, grandmother, grandfather, grandchild, son, daughter, spouse, civil partner (as defined under the Illinois Religious Freedom Protection and Civil Union Act), mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law and the parents, siblings and children of civil partner.

If an individual is hired without disclosing such a relationship, that employee shall be subject to termination upon discovery by the appropriate appointing authority.

## **2.17 Equal Employment Opportunity**

It is the policy of the Village of Lemont to afford equal employment opportunities regardless of race, religion, color, national origin or sex, sexual orientation (which includes actual or perceived heterosexuality, homosexuality, bisexuality or gender-related identity whether or not associated with that person's designated sex at birth), genetic information, marital status, status as a party to a civil union as defined under the Illinois Religious Freedom Protection and Civil Union Act (hereinafter referred to as "Civil Partner), age, physical disability, pregnancy, political affiliation, or national origin (except where a bona fide occupational qualification exists). This policy applies to all aspects of employment.

## **2.18 Discrimination and Harassment**

The Village of Lemont is committed to maintaining an environment free from discrimination and harassment. In keeping with this commitment, the Village will not tolerate any form of harassment that violates this policy. This policy forbids any employee, supervisor, elected official, vendor, client, customer or other person, to harass any employee of Village of Lemont.

### **A. Prohibited Conduct**

Harassment consists of discriminatory employment action and any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, age, sex, color, religious affiliation, political preference, national origin, disability, pregnancy, ancestry, marital status, unfavorable discharge from the military (except dishonorable), or other protected status under applicable law. The Village will not tolerate harassing conduct that results in tangible employment action (a significant change in employment status), that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment.

The conduct forbidden by this policy specifically includes, but is not limited to:

- Epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; and
- Written or graphic material circulated, available on the Village's computer system, or posted or distributed within the workplace that shows hostility toward a person or persons because of their protected status.

Even where the conduct is not sufficiently severe or pervasive to constitute actionable harassment, the Village of Lemont discourages any such conduct in the workplace.

### **B. Sexual Harassment**

Sexual harassment deserves special mention. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or different genders.

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term of employment, (2) submission to or rejection of the conduct is used as a bias for an employment decision affecting an individual (tangible employment action), or (3) conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an

intimidating, hostile or offensive working environment.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

The Village of Lemont considers the following conduct to represent, but are not limited to, some of the types of acts that violate this Harassment Policy:

Physical assaults of a sexual nature included but not limited to rape, sexual battery, molestation, intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, etc.

Unwanted sexual advances, propositions or other sexual comments including, but not limited to sexually oriented gestures, noises, remarks, jokes, or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct.

Sexual or discriminatory displays or publications anywhere in the Village's work place by Village employees including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning, or pornographic.

### **C. Employee Responsibility**

Everyone at the Village can help assure that our workplace is free from prohibited discrimination or harassment. Every employee is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment; no employees, not even the highest-ranking people in the Village are exempt from the requirements of this policy.

### **D. Complaints of Harassment**

If you believe you have been subjected to harassment, sexual or otherwise, you have the right to file a complaint. This may be done in writing or orally. Any such complaint should be filed with the Village Administrator or the HR Generalist. These are the individuals who are authorized by this policy to receive and act upon complaints of harassment or discrimination on behalf of the Village. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

### **E. Village Response**

All reports describing conduct that is inconsistent with this policy will be investigated promptly. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation

occurred, as explained immediately below. The Village might also conclude, depending on the circumstances, either that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, and then the Village will take corrective action, including discipline up to and including dismissal, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of policy. If the person who engages in harassment is not employed by the Village, then the Village will take whatever corrective action is reasonable and appropriate under the circumstances.

#### **F. State and Federal Remedies**

Consistent with this policy against workplace harassment, the Village maintains posters on bulletin boards that refer to legal definitions of harassment. These posters identify governmental agencies to contact on how and when to file administrative claims. Using the Village complaint process does not prohibit an employee from filing a claim with a state governmental agency or with a federal agency such as the EEOC.

#### **G. Policy against Retaliation**

The Village forbids that any employee treat any other employee or former employee or applicant adversely for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, or for filing an administrative claim with the EEOC or a state governmental agency. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above.

#### **H. Confidentiality**

In investigating and in imposing any discipline, the Village will attempt to preserve confidentiality to the extent that the needs of the situation permit.

#### **I. Training on Policy**

The Village will conduct training on this harassment policy on an annual basis. All employees shall be required to attend annual training.

#### **J. Acceptance of Policy**

All Village employees have a personal responsibility to conduct themselves in compliance with this policy and to report any observations of conduct inconsistent with this policy. If you have any questions concerning this policy, then please

contact your supervisor or the HR Generalist.

## **2.19 Medical Examination and Substance Abuse Screening**

All new Village employees shall undergo a substance abuse screening and/or medical examination by a Village-designated physician at the Village's expense.

### **A. Post-Offer Medical Examination**

#### **1. Conditional Job Offer.**

After a conditional offer of employment is made, applicants will be referred for a medical examination. If the examining physician recommends that the applicant not be hired, a conditional offer may be withdrawn only if the physical problem identified during the examination will prevent the applicant from performing the essential job functions and the condition cannot reasonably be accommodated by the Village.

The Village neither requests nor requires genetic information of an individual or family member of the individual and the applicant need not provide any genetic information.

#### **2. Record Keeping.**

Records of physical examinations shall be kept separately and considered to be strictly confidential. Only persons with a need to know may access them by contacting the Village Administrator or the HR Generalist.

### **B. Pre-Employment Drug Screening**

All persons selected for hire, including seasonal personnel, shall undergo a drug screen conducted by a Village-designated physician at the Village's expense. A confirmed positive test for illegal drugs will result in the withdrawal of a conditional offer of employment.

Pre-employment physicals and drug screening for patrol officers will be conducted according to the rules and regulations established by the Board of Fire and Police Commissioners.

## **2.20 Probationary Employee**

Upon hiring, the immediate supervisor will be required to observe and evaluate the skill, ability, knowledge, attitude, work habits and any other pertinent characteristics of the employee. The supervisor shall conduct an on-going evaluation during the probationary period noting any deficiencies or problems. The probationary period for non-sworn personnel shall be one (1) year. The

probationary period for sworn personnel shall be in accordance with rules and regulations established by the Board of Fire and Police Commissioners.

A probationary employee's performance shall be reviewed twice during the probationary period: once informally at the end of the third month and again at the end of six months with a written evaluation form. The employee's performance may be reviewed more frequently if it is necessary for developmental or other performance-related reasons. Oral feedback should be given regularly throughout the probationary period.

If an employee fails to perform the duties of the position in a satisfactory manner any time during the probationary period, the employee shall be subject to termination. If the employee had been promoted or involuntarily transferred, the individual will be reassigned to the former classification or one which is comparable, if available. When this provision conflicts with any State statutes, the statutes shall govern.

## **2.21 Personnel Records**

All Village personnel records are maintained by the Village Administrator. If an employee seeks to examine the contents of his/her official personnel file, a written request (Appendix E) must be directed to the HR Generalist.

Inspection of the file will be permitted within seven (7) working days of the request and under the supervision of the HR Generalist. All contents will be provided to the employee except those exempt under State law. If the employee shall disagree with any of the information contained in the personnel file, that individual shall have the right to submit a written rebuttal which will be made part of the official file.

Each employee shall be required to notify the Village Administrator's Office and Department Director immediately of any change of address or telephone number which may occur during the course of employment. This notification shall also apply to any change in marital status in order to comply with C.O.B.R.A regulations.

## **2.22 Drug and Alcohol Free Workplace Policy**

It is the policy of the Village of Lemont that all employees and contractors shall be free from drugs and alcohol. All employees and contractors shall be prohibited from: the unlawful manufacture, distribution, dispensing, possession, use, or being under the influence of a controlled substance while on Village premises or while performing work for the Village.

For purposes of this policy, a controlled substance is one which is:

- Not legally obtainable;
- being used in a manner different than prescribed;

- Legally obtainable, but has not been legally obtained.

As a condition of employment or of any written contract, each employee or contractor shall:

- agree to abide by the terms of the policy respecting a drug and alcohol-free workplace;
- agree to notify their supervisor of any conviction of any criminal drug statute for a violation occurring on Village premises or while performing work for the Village no later than five (5) days after such a conviction.

In order to make employees and contractors aware of dangers of drug and alcohol abuse, the Village of Lemont shall:

- provide each employee and contractor with a copy of the Drug and Alcohol Policy;
- make available materials from local, state, and national anti-drug and alcohol abuse organizations;
- provide in-service information.

In order to assist employees who have not violated policy as set forth in subsection A hereof, but who nonetheless may have a substance-abuse problem, the Village may establish procedures to:

- enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to employees;
- encourage such employees to refer themselves to an employee assistance program which would treat all referrals confidentially, and initiate no disciplinary action in such instances.

An employee who violates the term of this policy shall be subject to corrective counseling as outlined in Article VII of the Policy Manual.

Should the Village be a current participant in a federal program in which the Village is the prime grantee and a direct receiver of federal funds, the Village shall notify the appropriate federal agency from which the Village receives grant monies of any employee or contractor conviction within ten (10) days after receiving notice of the conviction.

The Village may require an employee who violates the terms of this policy to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program which has been approved and selected by the Village.

## **2.23 Drug & Alcohol Abuse Policy**

### **A. Purpose**

The purpose of this policy is to perform the necessary drug and alcohol testing pursuant to the federally mandated requirements under 49 CFR Part 40 and Part 382. The drug and alcohol related requirements become effective on January 1, 1996.

### **B. Definitions**

"Driver" is any employee of the Village, who as a requirement of employment, must possess a CDL and may in the course of their duties have to operate a CDL required vehicle regardless if it is not a normally assigned duty. An individual subject to pre-employment testing because applying for positions which meet the requirement stated above will be considered a driver.

The term "safety-sensitive function" includes:

1. All time waiting to be dispatched.
2. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. All time spent driving a commercial motor vehicle.
4. All time, other than driving time, spent on or in a commercial motor vehicle.
5. All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time spent performing the driver requirements associated with an accident.
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. (49 CFR 395.2)

A driver is considered to be "performing" a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function set forth above.

### **C. Use Prohibited**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, medical marijuana or alcohol is prohibited on all Village of



Lemont premises, in any Village owned or leased motor vehicle, or other location at which the driver is to perform work. Nor will the Village hire or retain any individual who uses or possesses any illegal drug, in any amount and regardless of frequency, or any individual who engages in prohibited alcohol-related conduct. Employees shall arrive at work free from the influence of drugs or intoxicants, regardless of whether the drug or intoxicant was legally prescribed, and free from the influence and odor of alcohol. Any employee who is not free from the influence of drugs or the odor of alcohol shall be subject to disciplinary action up to and including dismissal.

1. The Village will maintain a pre-employment screening program designed to prevent hiring anyone who uses any illegal drugs, or engages in prohibited alcohol-related conduct.
2. No driver shall consume a Schedule 1 drug of the Schedule of Controlled Substance of the Drug Enforcement Administration or any amphetamines, narcotics, opiates, hallucinogenic substances, depressants, stimulants, cannabis (THC) or any other habit forming drug while on or off duty, except as provided in Section C.4.
3. No driver shall report for work or drive while impaired by any drug, controlled substance, or with an alcohol breath concentration of .02 or greater.
4. A driver may use a substance administered by or under the direction of a physician who has advised the driver that the substance will not affect the driver's ability to safely operate a motor vehicle.
5. No driver may operate any motor vehicle whose motor senses, sight, hearing, balance, reaction, reflexes or judgment are or may be presumed affected or has consumed any alcohol within 4 hours.
6. Any driver who sells or otherwise dispenses illegal drugs or alcohol to others on Village premises, in or from a Village owned or leased motor vehicle is subject to immediate termination.
7. Employees shall not be on duty or operate a commercial motor vehicle while the driver possesses alcohol (this includes medicines containing alcohol unless the packaging seal is unbroken) except as provided in C.4.
8. Employees are prohibited from using alcohol while performing safety-sensitive functions.
9. When the employee is required to take a post-accident alcohol test, the employee shall not use alcohol within 8 hours after the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
10. An employee shall not refuse to submit to a required alcohol or controlled

substance test.

11. An employee shall not report for duty, remain on duty or perform safety-sensitive functions if the employee tests positive for controlled substance.

#### **D. Drug Testing**

The Village will contract with an outside organization to function as Medical Review Officer (MRO) for the collection of urine samples to be tested. Collection and testing procedures shall be in accordance with 49 CFR 40 Part 40 and 382.

The Village will require drug testing in accordance with the Federal Motor Carrier Safety Requirements as set forth in 49 CFR parts 40 and 382. All urine samples will be split samples. The "primary sample" shall be at least 30 ml. of urine; the split sample shall be at least 15 ml. Failure of the driver to provide that quantity even after a 2 hour second opportunity immediately following up to 24 oz. of water, will cause the driver to be referred for a medical examination to develop pertinent information whether the driver's inability to provide a specimen is genuine or constitutes a refusal to test. The physician shall submit a written evaluation to the Village which will make a conclusion. While this process is being accomplished, the driver shall be placed out of service.

#### **E. Alcohol Testing**

The Village will require alcohol testing in accordance with the Federal Motor Carrier Safety Requirements as set forth in 49 CFR Parts 40 and 382. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result of less than .02 alcohol concentration is considered a "negative test." If the alcohol concentration is .02 or greater, a second or "confirmation test" must be conducted.

Alcohol breath testing shall be by an "Evidential Breath Testing Device" (E.B.T.) that prints out the results, date, time, a sequential test number, name and serial number of the E.B.T. The alcohol test must be conducted by a "Breath Alcohol Technician" (B.A.T.) who is trained to operate the E.B.T. and is proficient in all breath alcohol testing procedures.

Alcohol breath testing will be conducted at the Lemont Police Department by a state certified Breath Alcohol Technician.

For random and reasonable suspicion testing, drivers will only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function or just after performing a safety-sensitive function. Any test of .02 or greater shall cause the driver to immediately be removed as a driver or from any other safety sensitive function and will subject the driver to disciplinary action in accordance with this policy.

For reasonable suspicion testing, the driver shall be immediately removed as a driver or from any other safety-sensitive function once a reasonable suspicion determination has been made and cannot return to work until an alcohol test has been administered with a result of less than 0.02 alcohol concentration or 24 hours has passed since the reasonable suspicion determination was made.

Failure of the driver to provide an adequate amount of breath will cause the driver to be immediately referred for a medical evaluation to develop pertinent information whether the driver's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician shall submit a written evaluation to the Village which will make a conclusion in writing. While this process is being accomplished the driver shall be placed out of service.

#### **F. Types of Testing**

1. **Compliance Required:** For the purpose of compliance with the Federal Motor Carrier Safety Regulations, all drivers will be required to take and successfully pass urine drug testing and breath alcohol testing. Refusal to submit to such screening is considered a positive test.
2. **Pre-employment:** Applicants for positions as drivers will also be required to take and successfully pass a urine drug test and alcohol breath test before they can be used as drivers. A drug test is not required for the driver participating in a qualified program in the last 30 days and who was tested in the last 6 months, or participated in a random testing program in the last 12 months with no positive results. An alcohol test is not required if the driver has undergone a required alcohol test within the last 6 months as a result indicating a blood alcohol level below 0.02. For those individuals not required to be tested. The following information must be obtained on any new drivers from previous employers for the past two years: any positive drug test or alcohol test of .04 or greater, including any refusals to be tested. Every new employee shall provide to the Village a written release that authorizes the Village obtain the driver's past drug and alcohol test results. Any driver found to have had a positive test result in these two years shall cause the Village to further obtain information on the subsequent substance abuse professional's evaluation and/or determination under section 382.605 and determine if there was compliance with sections 382.309 and 382.311.
3. **Reasonable Suspicion:** If a supervisor or other qualified personnel has reasonable suspicion to believe that a driver has violated the alcohol or controlled substance regulations (see "Use Prohibited" section) then the driver shall submit to a urine drug or breathe alcohol test. Upon being notified that they are to be tested, the employee shall proceed immediately to the designated testing site. Refusal to submit to such screening will be considered a positive test. A reasonable cause observation form must be completed and signed by at least one qualified supervisor within 24 hours

of observation that led to the reasonable cause test. A copy of the form shall be forwarded to the Village Administrator and Public Works Director within 48 hours of the observation.

4. **Random Testing:**

- (a) The MRO will randomly select 50% of all employees covered by this policy for drug testing and 25% for breath alcohol testing per the requirements of 49 CFR Part 40 and section 382.
- (b) The selected employee will not be informed of the need to be tested until just prior to the test. Upon notice that they are to be tested, the employee shall proceed to the testing site.
- (c) All test results will be placed into the driver's qualification file.

5. **Post Accident Testing:**

- (a) The Village will require post-accident urine drug and breath alcohol testing of all employees covered by this policy as required by 49 CFR Part 40 and section 382.303.
- (b) Post accident urine drug and breath alcohol testing will be required of those drivers who are involved in an accident if the driver receives a citation for a moving traffic violation arising from the accident, or if there is any injury or fatality resulting from the accident.
- (c) The post accident urine drug test shall be conducted as soon as possible but no later than 32 hours after the reportable or fatal accident. The breath alcohol test shall be administered within 2 hours after the accident, but in no event later than 8 hours after the accident. After an accident a driver shall not consume any alcohol for at least 8 hours or until a breath alcohol test has been administered.
- (d) A driver who is seriously injured and cannot provide a urine specimen or a breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining medical records and reports that will indicate if a controlled substance or alcohol was in the driver's system and the level present.
- (e) Failure of the driver to be readily available or refusal to give a urine sample or a breath alcohol test when the driver has been involved in a fatal accident, or receives a citation for a moving violation, except for a driver who meets the conditions of section (F) above, shall be considered a refusal to take a test and a positive result. This includes return to duty and follow-up testing as

required.

- (f) The driver's immediate supervisor shall be notified immediately regarding an accident involving a driver. The supervisor will be responsible for overseeing the testing requirement.

#### **G. Drug Test Results**

Test results will be reviewed to determine whether there is any indication of a controlled substance abuse.

1. The test results will be reviewed by the Medical Review Officer (MRO). If there is any evidence of a positive result, the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication. A copy of these test results will be given to the employee.
2. Test results will be maintained in the driver qualification file.

#### **H. Alcohol Test Results**

1. Test results will be maintained in the driver qualification file. A copy of the test results will be given to the employee.
2. The test results will not be released to any unauthorized party without written consent.

#### **I. Assistance Program**

An Employee Assistance Program will be offered by the Village to provide educational information concerning the effects and consequences of drug or alcohol use on personal health, safety and work environment.

From time to time the Village will provide in-house training on substance abuse and alcohol use.

#### **J. Records**

1. The Village will comply with all federal, state and local laws and regulations concerning any violations of criminal drug and alcohol use laws in the workplace.
2. Record Keeping: all records will be retained as listed in 49 CFR Section 382.401.
3. A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of drugs or alcohol, and test results.
4. Records shall be made available to a subsequent employer upon receipt of a written request from a driver.

5. Every driver upon termination is required to permit in writing the release of their urine drug and breathe alcohol test results for at least 2 years to any future employer. The Village is required upon the receipt of a written request of a driver to provide copies of his or her urine drug and breathe alcohol test results promptly to any other possible employer at no charge.
6. The Village may disclose information required to be maintained under this policy on a driver, to a decision made in a law suit, grievance, or other procedure initiated by or on behalf of that driver and arising from the results of an alcohol or controlled substance test required by this policy, or from the Village's determination that the driver engaged in conduct prohibited by this policy. (Including but not limited to worker's compensation, unemployment compensation, or other proceedings related to benefits sought by the driver.)

**K. Disciplinary Action**

1. An employee who violates these regulations shall be immediately removed from performance of any safety-sensitive function and shall be subject to disciplinary action which may include suspension or termination.
2. An employee who is in violation of the controlled substance regulations of this policy shall be terminated.
3. An employee who is in violation of the alcohol use regulations of this policy shall be subject to suspension or termination according to the following circumstances:
  - a) If an employee is confirmed to have an alcohol concentration of less than .04 and greater than or equal to .02, the employee shall be subject to a fifteen (15) working day suspension for the first offense. The employee shall be terminated upon the second offense.
  - b) If an employee is confirmed to have an alcohol concentration of .04 or greater, the individual shall be immediately terminated.
4. If an employee violates these regulations, the employee cannot return to work unless he or she has taken a return to duty alcohol test with a result of less than 0.02 alcohol concentration.
5. Every driver who has engaged in violations of this policy will be advised by the employer of resources available to the driver in evaluating and resolving problems associated with the misuse of drugs or alcohol.
6. A refusal to submit to testing, or an Employee Assistance Program in accordance with this policy guidelines shall subject the employee to

termination.

## **2.24 Medical Cannabis Policy**

1. This policy shall at all times be implemented, followed and enforced pursuant to Illinois and federal law, as amended. The Village and its employees shall adhere to Illinois and federal law at all times, regardless of whether this Manual has been updated to reflect those changes in the law.
2. Definitions.
  - (a) “Medical Cannabis Act” means the Compassionate Use of Medical Cannabis Pilot Program Act.
  - (b) “Designated caregiver” means a person who: (1) is at least 21 years of age; (2) has agreed to assist with a patient's medical use of cannabis; (3) has not been convicted of an excluded offense; and (4) assists no more than one registered qualifying patient with his or her medical use of cannabis.
  - (c) “Qualifying patient” means a person who has been diagnosed by a physician as having a debilitating medical condition for purposes of the Medical Cannabis Act.
  - (d) “Registered” means licensed, permitted, or otherwise certified by the Department of Agriculture, Department of Public Health, or Department of Financial and Professional Regulation for purposes of the Medical Cannabis Act.
  - (e) “Registry identification card” means a document issued by the Department of Public Health that identifies a person as a registered qualifying patient or registered designated caregiver.
3. Registered qualifying patients and registered designated caregivers are not subject to arrest, prosecution, or denial of any right or privilege under Illinois law, so long as the individual is not violating any of the provisions of the Medical Cannabis Act or this Manual.
4. Registered qualifying patients and registered designated caregivers shall arrive at work free from the influence of cannabis and the odor of cannabis. Any registered qualifying patient or designated caregiver who is not free from the influence of cannabis or the odor of cannabis during work hours shall be subject to disciplinary action up to and including dismissal.
5. The Village may consider a registered qualifying patient or a registered designated caregiver to be impaired if he or she manifests specific,

articulable symptoms while working that decrease or lessen his or her performance of the duties or tasks of the employee's job position. Articulable symptoms include, but are not limited to, the employee's: speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, disruption of a production or manufacturing process, or carelessness that results in any injury to the employee or others. If the Village disciplines a registered qualifying patient or a registered designated caregiver for being impaired, the Village will afford the employee a reasonable opportunity to contest the basis of the determination.

6. Registered qualifying patients and registered designated caregivers shall not use or possess cannabis during work hours and shall not use, possess or store cannabis on or in any property owned or controlled by the Village.
7. It shall be the responsibility of each registered qualifying patient to inform the HR Generalist of their status as a registered qualifying patient or registered designated caregiver and shall present their registry identification card to the HR Generalist, who may have a photocopy made and inserted into the employee's personnel file. Registered qualifying patients shall not be required to provide any medical information in regards to their status as a registered qualifying patient, unless otherwise required by this Manual or state or federal law.
8. Registered qualifying patients and registered designated caregivers shall not violate any of the provisions of the Medical Cannabis Act.
9. It shall be the responsibility of each employee to inform the supervisor, Department Director, HR Generalist or Village Administrator in the event the employee sees, or has reason to believe, another employee is in violation of this Section.
10. It is the policy of the Village of Lemont to not discriminate against or penalize a person solely for his or her status as a registered qualifying patient or a registered designated caregiver, unless failing to do so would put the Village in violation of federal law or unless failing to do so would cause the Village to lose a monetary or licensing-related benefit under federal law or rules.
11. Any person who violates this section, the Medical Cannabis Act or any of the rules enacted pursuant to the Medical Cannabis Act shall be subject to disciplinary action up to and including dismissal.



## 2.25 Americans with Disabilities Act

Pursuant to the requirements of the Americans with Disabilities Act (ADA), the Village seeks to promote an environment free from discrimination against qualified individuals with known physical or mental disabilities covered by law, and will make such reasonable accommodation as imposes no undue hardship on the Village.

### 1. Definitions

- a. The term “**disability**” means, with respect to an individual (A) a physical or mental impairment that substantially limits one or more major life activities of such individual; (B) a record of such an impairment; or (C) being regarded as having such an impairment (as described in paragraph (f)).
- b. **Physical or Mental Impairment** is defined as any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of several body systems, or any mental or psychological disorder. Some examples are asthma, tuberculosis, AIDS, cancer, diabetes, bipolar disorder and smoke sensitivity. Excluded are cultural or economic disadvantages such as poverty and lack of education; or traits such as poor judgment or a quick temper; and physical characteristics such as hair, eye color, obesity or pregnancy.
- c. The term “**substantially limits**” shall be interpreted consistently with the findings and purposes of the ADA. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:
  - i. medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
  - ii. use of assistive technology;
  - iii. reasonable accommodations or auxiliary aids or services; or
  - iv. learned behavioral or adaptive neurological modifications.

- d. **Major Life Activities** include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions..
  - e. **Having a Record of Such Impairment** is a protection for individuals who have a history of, or have been misclassified as having a physical, mental or emotional illness.
  - f. An individual meets the requirement of “being regarded as having such an impairment” if the individual establishes that he or she has been subjected to an action prohibited under the ADA because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
  - g. **Essential Job Functions** are fundamental duties of a job that a person with a disability holds or desires. The determination as to whether a job function is essential includes, among others, such considerations as whether the reason the job exists is to perform the function; how many employees are available to perform the function; whether the function is highly specialized and requires the particular expertise of the incumbent; the amount of time spent performing the function; the consequences of not requiring the incumbent to perform the function; the work experience of current or former employees.
3. Scope – The non-discrimination rule established by the ADA covers all applicants and employees who are qualified individuals with a known disability.
4. Application
- a. Who is covered – The Village will not discriminate against a qualified individual with a disability because of the disability, in regard to job application procedures, hiring, advancement or discharge of employees, employee compensation, benefits, job training, and other terms, conditions and privileges of employment. A qualified individual with a disability is one who can satisfy the prerequisites of the job by having the special skills, experience, education, licenses, and the like, and who can perform the essential job functions with or without reasonable accommodation.

- b. Employment decisions – Employment decisions will be based on job-related criteria only; however, employees will be expected to adhere to normal attendance and production requirements.
- c. Requests for accommodation – Upon request by the employee or applicant, the Village will make reasonable accommodations to enable a qualified person with a known disability to perform one or more of the essential job functions. Department Directors or supervisors should notify the Village Administrator of any requests received from employees for accommodation. **However, no supervisory employee shall ask a subordinate whether he or she has some disability requiring accommodation.**
- d. Complaint procedure – All questions or complaints regarding non-compliance with the ADA shall be referred to the Village Administrator. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the Village Manager.

Within 15 calendar days after receipt of the complaint, the Village Administrator or designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Village Administrator or designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Village and offer options for substantive resolution of the complaint.

All written complaints received by the Village Administrator or designee will be retained by the Village for at least three years.

## **2.26 Nursing Mothers**

The Village provides a reasonable break time and a private, non-bathroom place for nursing mothers to express breast milk during the workday, for one year after the child's birth.

## **ARTICLE III - EMPLOYMENT CLASSIFICATION AND SALARY ADMINISTRATION**

### **3.1 Administration**

The administration of the employment classification and salary system shall be the responsibility of the Village Administrator. The job classification schedule, pay schedule and pay plan shall be adopted by the Village Board and may be amended from time to time.

### **3.2 Classification of Positions**

All authorized positions are classified into occupational classes consisting of similar duties and responsibilities.

### **3.3 Classification Plan**

The Village classification plan consists of a series of pay ranges. Each position is classified into a specific pay range based upon the following job related criteria: level of supervisory responsibility; level of overall responsibility; level of difficulty; level of required education; level of required experience; and comparable position compensation as identified by salary studies which may be utilized to provide comparable data.

### **3.4 Pay Ranges**

Each pay range shall have an entry rate and a maximum rate governing the salary of employees who are assigned to the range. Employees will progress through the pay range dependent upon merit increases as provided by the Supervisor and Department Director.

### **3.5 Entry Rate of Pay**

New employees will normally begin their employment at the minimum level of the pay range assigned to their job classification. However, if it is determined to be in the best interest of the Village, the Village Administrator may choose to assign a higher salary to a new employee.

Justification for assignment of a higher salary may include exceptional qualifications, years of experience of a candidate, the re-hiring of a former employee, factoring in salaries within the department, or a lack of available candidates which may be hired at the entry level.

### **3.6 Salary Adjustments**

Periodic salary adjustments shall be available to all new employees at the 6-month anniversary date, one year anniversary date and each anniversary date thereafter subject to the rules of the Pay Plan. The salary to be paid shall be determined

through an evaluation completed by the Department Director and immediate supervisor of each employee's performance and recommendation on pay in accordance with the Village's pay plan. Employees at the top of their range will continue to receive evaluation not less than annually, on their anniversary date. Patrol officers and Sergeants shall receive salary adjustments in accordance with the terms of the collective bargaining agreement.

### **3.7 Performance Evaluation**

The Performance Evaluation Program is designed to measure performance as objectively as possible and requires that ratings above or below standard performance be evidenced by relevant documentation. The standards of performance reflect the core competencies and the primary functions the employee performs during the evaluation period(s).

The job performance of every Village employee through the level of Department Director shall be reviewed annually on the employee anniversary date.

Each employee shall meet with the supervisor or Department Director at the end of each review period to discuss openly and in detail the results of his or her performance evaluation. The employee shall have an opportunity to comment in writing on the evaluation form prior to signing it. The evaluation shall be permanently filed in the employee's personnel file.

The Village Administrator, along with the HR Generalist, shall review, process and maintain all employee evaluations, and insure that appropriate documentation is provided regarding the performance of employees.

Department Directors and those individuals supervised by the Administrator shall be evaluated by the Village Administrator.

### **3.8 Probationary Review**

A probationary employee's performance shall be reviewed twice during the probationary period: once informally at the end of the third month and again at the end of six months with a written evaluation form. The employee's performance may be reviewed more frequently if it is necessary for developmental or other performance-related reasons. Oral feedback should be given regularly throughout the probationary period.

## **ARTICLE IV - HOURS OF WORK**

### **4.1 Hours of Work**

The standard workday of Village personnel may vary between departments due to service and operational demands. Such standard workday may be changed on occasion to accommodate Village and/or employee needs. The Village Administrator shall have the authority to alter work hours based on the operational need of the department.

#### **A. Administration Office - Personnel**

Office hours from 8:30 a.m. to 5:00 p.m. Full-time employees shall normally be assigned a minimum forty (40) hour work week.

#### **B. Public Works**

Full time Public Works employees shall normally be assigned to work from 7:30 a.m. to 4:00 p.m. and are assigned a minimum of forty (40) hours per work week.

#### **C. Police**

The work week for patrol officers and Sergeants is determined by the terms of the collective bargaining agreement. Police Commanders and non-sworn full time employees shall normally be assigned to work a minimum of forty (40) hours per work week.

#### **D. Managerial**

Managerial positions as outlined in Section 1.7 are expected to work the necessary hours to adequately perform their roles. This may include attendance at evening meetings of advisory boards or commissions. It is expected the minimum number of hours is forty (40) hours per week.

### **4.2 Meal Periods**

All non-exempt employees who are scheduled to work more than six (6) hours in any one work day will be provided a minimum thirty (30) minute meal period. Department Directors may authorize a longer meal period.

Meal periods are not considered hours worked. Except as listed below, employees shall be relieved of their duties, leave their work areas, and not be subject to call while on meal periods.

Patrol officers and Sergeants use their meal periods as described in the Collective Bargaining Agreement.

Exempt employees are encouraged to take meal periods as their schedules allow.

Neither the use nor the omission of the meal period shall have any impact on their pay.

### **4.3 Overtime**

It is the policy of the Village to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet operational requirements. All overtime must be approved by the employee's immediate supervisor prior to the overtime being worked.

All overtime must be in accordance with standards established by the Department Director. Overtime is considered to be work in excess of forty (40) hours in a standard seven (7) day work week and will be paid at a rate of one and one-half (1 ½) hours for each overtime hour worked. Hours worked includes use of compensation time taken, vacation, personal and sick time.

Patrol officers and Sergeants are entitled to overtime pay in accordance with the terms of the collective bargaining agreement.

Departments may establish policies which guarantee the fair distribution of overtime. Department Directors shall have the authority to assign overtime in instances when employees do not voluntarily take overtime opportunities.

### **4.4 Employees Not Eligible for Overtime**

The following positions are exempt from receiving overtime compensation:

- Village Administrator
- Police Chief
- Police Commander
- Director of Public Works
- Street Superintendent of Public Works
- Water Superintendent of Public Works
- Finance Manager
- Treasurer
- Planning & Economic Development Director
- Planner
- Building Commissioner
- HR Generalist

### **4.5 Emergency Call Outs**

During off-duty hours, any non-exempt employee may be required to respond to an emergency call-out. If an employee is called out for any reason, and is eligible for overtime, the individual will be compensated for a minimum of two (2) hours of overtime pay per call-out, unless such call-out occurs less than two hours prior to the employee's regular shift; in which case such employee shall be paid only for the amount of time between the call-out and the start of the shift. If a call-out

necessitates working longer than two (2) hours, the appropriate amount of overtime will be provided to the employee.

The calculation of overtime due shall be based upon the amount of time which elapses between the arrival of the employee at Village-owned facilities and the subsequent departure from such facilities. No compensation will be provided, or is implied, for transportation to work for an emergency call out.

In the event that an emergency call-out dictates that an employee cancel prepaid vacation expenses which cannot be recovered, the Village will strive to ensure no financial hardship is incurred by the employee.

#### **4.6 Overtime Exception**

In case of civil disaster, state of extreme emergency or local peril, the overtime procedures herein established shall not be in effect and compensation procedures shall be determined at the time for such consideration by the Village Administrator.

#### **4.7 Compensatory Time**

Excluding employees hired by the Village on or after January 1, 2012, Department Directors may, from time to time, permit an employee to accrue compensatory time in lieu of overtime pay. If permitted, the employee shall have the option of taking time off or being paid at the applicable hourly rate for the overtime hours worked.

Compensatory time shall be accrued at one and one-half times the hours worked over 40 hours and time off shall be subject to approval of the Department Director or their designee. Accrued compensatory time shall, if practical, be used within the calendar year in which it was accrued. An employee shall not be permitted to accrue more than one hundred sixty-eight (168) hours of compensatory time in a calendar year. The Village shall have the right, in its sole discretion, to pay the employee overtime in lieu of compensatory time.

Compensatory time off may be taken at a time mutually agreed upon by the employee and the Department Director. Under no circumstances will compensatory time be granted where such granting would create a hardship, as determined by the Department Director or Village Administrator, in the operation of the respective department.

The Village Administrator, Department Director or employee may request that the employee exhaust any earned yet unused compensatory time, by receiving pay in the amount equal to the unused compensatory time. Upon separation from the Village, an employee will receive payment for unused compensatory time.



#### **4.8 Submittal of Time Sheets**

All employees are responsible for the accurate completion of their timesheets. Prior to submittal to the Village Administrator, time sheets must be signed by the employee and approved by the Department Director. Any individual who knowingly falsifies information on time sheets or payroll records shall be subject to termination, except that in the case of a sworn officer such employee shall be subject to disciplinary action by the Police Chief and/or Board of Fire and Police Commissioners.

In order for Payroll to be completed on time, all timesheets, including e-timesheets, must be submitted to the Supervisor by 9:30 AM for approval on the Monday of the week in which the payroll is prepared. Supervisors must approve timesheets (and e-timesheets) by noon on that same day.

## **ARTICLE V - EMPLOYEE BENEFITS**

### **5.1 Coverage of Benefit Provisions**

The employee benefits provided by the Village are intended to be part of a comprehensive compensation package to supplement the annual salary. Such benefits are offered contingent upon the availability of funds.

The benefits described in the Personnel Policy Manual are provided to individuals with regular, full-time employment status as defined in Article II (2.6).

Part-time employees eligible to receive vacation, sick, and personal days shall include positions which work a minimum of one-thousand forty (1,040) hours annually, twenty (20) hours per week.

### **5.2 Holidays**

Village employees will receive ten (10) paid holidays during the calendar year. Those holidays designated for full pay are listed as follows:

|                            |                                      |
|----------------------------|--------------------------------------|
| New Year's Day             | January 1                            |
| Martin Luther King Jr. Day | 3 <sup>rd</sup> Monday January       |
| Memorial Day               | Last Monday in May                   |
| Independence Day           | July 4                               |
| Labor Day                  | 1 <sup>st</sup> Monday in September  |
| Veteran's Day              | November 11                          |
| Thanksgiving Day           | 4 <sup>th</sup> Thursday in November |
| Friday after Thanksgiving  | 4 <sup>th</sup> Friday in November   |
| Christmas Eve              | December 24                          |
| Christmas Day              | December 25                          |

#### **A. Application**

If an authorized holiday should fall on a Saturday, the preceding Friday will be observed as the paid holiday. If an authorized holiday should fall on a Sunday, the following Monday will be observed as the paid holiday.

On occasion, an employee's work schedule may require working on a designated holiday. In such an instance the employee will be reimbursed for all hours worked at a rate of 1.5 times the regular hourly rate.

To receive compensation for holiday pay, an employee must work the day before and day after a holiday unless on paid leave authorized by the Department Director. An employee absent due to illness will also be eligible if properly documented and approved by the Department Director.

Eligible part-time employees regularly scheduled twenty (20) hours or more shall be entitled to holiday pay if the holiday falls on the employee's regularly

scheduled work day.

### **5.3 Personal Holidays**

A maximum of four (4) personal holidays equal to their daily hours will be provided to all full-time and eligible part-time regularly scheduled-twenty (20) hours or more employees during each calendar year. Personal days shall be taken at the discretion of the employee, provided that the scheduled date is approved by the Department Director. Employees shall make every effort request a personal holiday at least four (4) days in advance.

Personal holidays must be utilized during the calendar year and cannot be accumulated or reimbursed in the form of an extra day of pay. Any personal holiday not utilized before December 31, or prior to an employee's termination is to be considered forfeited. Personal holidays may be used in full day, half day or two-hour increments. The two-hour increment is the smallest increment of time off which employees may use.

New employees receive a pro-rated amount of personal holidays during the first calendar year of employment. The number of hours which eligible part-time employees receive is determined by the same method of calculation used to determine other holiday hours.

### **5.4 Vacation Leave**

#### **A. Vacation Leave Initial Accrual and Use**

The Village provides all eligible employees with paid vacation leave so they may rest and relax away from work. The vacation policy covers all full-time employees, and eligible part-time regularly scheduled twenty (20) hour or more employees as identified in Section 5.1

Vacation leave is computed in conjunction with the fiscal year (May 1 – April 30). The initial annual vacation allotment shall be two weeks prorated based on the number of months worked in the fiscal year of hire.

Employee vacation requests are subject to the approval of the Department Director. Department Director vacation requests are subject to the approval of the Village Administrator. Vacation requests for more than ten (10) consecutive work days shall be approved by Department Directors with the concurrence of the Village Administrator. The resolution of any vacation scheduling conflicts shall be based upon employee seniority. Requests for vacation time of five (5) or more consecutive days shall be made no later than thirty (30) days in advance to allow for proper departmental planning. No employee shall be eligible to receive a paid vacation until completion of six (6) months of continuous service unless authorized by the Department Director. Vacation time may be used in full day, half day or two-hour increments. The two-hour increment is the smallest increment of time off which employees may use.

Department Directors shall be entitled to earn fifteen (15) vacation days per annum upon appointment. Subsequent adjustments to vacation accruals will occur after 10, 15, and 20 years of service as indicated.

The amount of vacation leave increases beginning on the date of anniversary of the 5th, 10th, 15th or 20th year of service on May 1<sup>st</sup> prior to the employee anniversary.

**B. Vacation Leave Accrual for Employees Hired Before January 1, 2014.**

For employees hired before January 1, 2014, vacation days are earned upon appointment and accrue according to the following schedule:

| <u>Length of Service</u>                                 | <u>Vacation</u>   |
|--|---|
| Less than five (5) years                                 | Ten (10) working days per annum<br>40 hr. wk: 6.66 hr./month      |
| Upon reaching fifth (5th) Anniversary of Employment      | Fifteen (15) working days per annum<br>40 hr. wk: 9.37 hr. /month |
| Upon reaching tenth (10th) anniversary of Employment     | Twenty (20) working days per annum<br>40 hr. wk: 13.33 hr. /month |
| Upon reaching fifteenth (15th) anniversary of Employment | Twenty-five (25) working days per annum 16.66 hr. /month          |
| Upon reaching twentieth (20th) anniversary of Employment | Thirty (30) working days per annum<br>40 hr. wk: 20.00 hr. /month |

**C. Vacation Leave Accrual for Employees Hired On or After January 1, 2014.**

For employees hired on or after January 1, 2014, vacation days are earned on upon appointment and accrue according to the following schedule:

| <u>Length of Service</u>                             | <u>Vacation</u>   |
|--|---|
| Less than five (5) years                             | Ten (10) working days per annum<br>40 hr. wk: 6.66 hr. /month     |
| Upon reaching fifth (5th) anniversary of Employment  | Fifteen (15) working days per annum<br>40 hr. wk: 9.37 hr. /month |
| Upon reaching tenth (10th) anniversary of Employment | Twenty (20) working days per annum<br>40 hr. wk: 13.33 hr. /month |

For employees hired on or after January 1, 2014, an employee will receive a one-time bonus payment equivalent to his or her salary at that time for one (1) regular

work week upon reaching his or her twenty-fifth (25<sup>th</sup>) anniversary of employment with the Village.

D. Vacation Leave Carry Over and Payout for Employees Hired on or After January 1, 2012

1. Vacation time should be taken during the fiscal year earned. Employees must use all vacation leave in the fiscal year earned. Any vacation balance that exists as of April 30<sup>th</sup> shall be considered forfeited. Vacation days may not be carried over to subsequent calendar years except as provided below. In the event the employee reaches the maximum amount of earned vacation, the employee shall stop earning vacation until such time as the balance is below the maximum permissible amount.
2. Employees may “carry over” to the following year a maximum of ten (10) unused vacation days, if the employee enters into an Unpaid Leave Payout Agreement (“ULPA”) with the Village. After the execution of the ULPA, any vacation balance of greater than ten (10) days that exists as of April 30 shall be considered forfeited. Carrying over and maintaining a balance of vacation days which are in excess of the amount allowed is wholly contingent on the maintenance of the ULPA in full force and effect. The ULPA shall provide that the employee agrees that upon separation of employment or retirement, the Village may pay all unpaid leave allowed under this personnel manual to the separating or retiring employee in equal installments as determined by the Village Administrator on the paydays following the payday on which employee’s final wages are paid. Equal installments shall be paid on the consecutive paydays following the employee’s last day of employment. The ULPA and the payout installments shall only apply to accrued paid leave and shall not apply to final wages. The ULPA shall be on a form prescribed by the Village Administrator. The employee may cancel the ULPA at anytime. Upon cancelation of the ULPA, an employee’s accrued paid leave days shall revert to the amount allowed pursuant to this personnel manual. In the event a court or other tribunal finds that the ULPA is not valid, an employee shall be deemed to have the balance of vacation days allowed under this personnel manual as if the ULPA was never executed.

Absent an ULPA, if an employee resigns or is terminated from employment with the Village and the employee has accrued vacation time, the amount of unused vacation time will be reimbursed on the final paycheck at the employee's regular rate of pay.

Eligible employees who utilize vacation and subsequently leave the employ of the Village shall be required to reimburse the Village for the pro rata share of used but unearned vacation (e.g. an employee (appointed in May) utilizing 80 hours of vacation in October and departing on October 31 shall be responsible for reimbursing the Village for 40 hours of vacation time used).

E. Vacation Leave Carry Over and Payout for Employees Hired Before January

1, 2012

Vacation time should be taken during the fiscal year earned. Employees must use all vacation leave in the fiscal year earned. Employees may “carry over” to the following year a maximum of ten (10) unused vacation days. If a vacation balance of greater than ten (10) days exists as of April 30<sup>th</sup>, any unused vacation time in excess of ten (10) days shall be considered forfeited.

Excluding employees hired by the Village on or after January 1, 2012, if an employee resigns or is terminated from employment with the Village and the employee has accrued vacation time, the amount of unused vacation time will be reimbursed on the final paycheck at the employee's regular rate of pay.

This provision is substantially the same provision of the personnel manual in effect prior to January 1, 2012 and conveys the same benefits to employees hired before January 1, 2012.

## **5.5 Sick Leave**

Full-time employees and eligible part-time employees regularly scheduled twenty (20) hours or more shall accumulate sick leave at the rate equal to their daily hours for each full month of service.

Sick leave may be used only for illness for employee, or for the care of an ill or injured member of the employee's immediate family, which is defined as spouse, civil partner, child or parent/guardian. For family illness or injury, employees are to provide for other care as soon as practical. Such use of sick leave shall be only on an emergency or temporary basis.

Sick leave will be taken in increments of not less than one (1) hour. The sick leave bank may accumulate to a maximum of eighteen hundred hours (1,800).

An employee unable to report to work shall contact his/her immediate supervisor at the earliest opportunity. Shift personnel shall report any illness no later than two (2) hours prior to their scheduled starting time. If the absence is longer than one (1) day, the employee shall keep the supervisor informed of the condition daily or as otherwise agreed to by the Supervisor, and provide the anticipated return to work date. Employees absent for more than three (3) days will be required to submit a statement from a physician verifying the illness and fitness to return to duty. If the condition of an employee is in question, the Village Administrator may require a physical examination at the expense of the Village.

The use of sick leave is intended only for legitimate reasons as outlined in this section. Any abuse of the sick leave policy shall result in non-payment of sick leave benefits and shall be grounds for disciplinary action. Abuse of sick leave shall include, but not be limited to the following actions: failure to notify supervisor of absence or condition; failure to provide documentation as required; continued pattern of absences subsequent to or following regularly scheduled off-

days; or continued pattern of vacation days. In the event of suspected abuse, employees using three (3) days or less of sick leave may be required to submit a statement from a physician verifying the illness and fitness to return to duty. In addition, paid sick leave will not be granted to any employee during the last two (2) weeks of employment unless verification is received from a physician that the employee was physically unable to work.

Excluding any employees hired before January 1, 2012, upon separation from the Village, an employee will receive payment, as shown below, of any unused, accumulated sick leave for service with the Village:

- 1-5 years 10%
- 6-10 years 15%
- 11-15 years 20%
- 16-19 years 25%
- At 20 years 40%

All other accrued but unused sick leave shall be considered forfeited.

This provision is substantially the same provision of the personnel manual in effect prior to January 1, 2012 and conveys the same benefits to employees hired before January 1, 2012.

#### **5.55 Paid Leave Donation Policy**

In an effort to bridge the gap for employees who have used all accrued paid leave, but whom have not started to receive Long Term Disability benefits because the ninety-day (90) day waiting period has not yet expired, the Village of Lemont (the "Village") has developed a Paid Leave Donation Program. It is the policy of the Village to allow a participating full-time employee to donate accumulated sick, vacation and/or personal leave to another designated participating full-time, employee who submits a written request for and is granted an approved Leave of Absence, pursuant to the terms and conditions of the Village's Leave of Absence Policy, due to a catastrophic illness or injury. This qualified employee would otherwise be required to take such leave without pay because he or she has exhausted all of his or her sick leave, vacation time, personal days and compensatory time.

The rules below provide a framework for the administration of a Village-wide paid leave designated donation program for eligible permanent full-time, employees. If alternative paid leave donation procedures have been negotiated on behalf of represented employees, those procedures shall apply to the bargaining unit thereunder; this policy may not be used to add to or subtract from any provisions contained in a collective bargaining agreement.

Represented personnel shall be eligible to participate provided their bargaining agent has provided the Village with written acceptance of the terms, which acceptance may be withdrawn at any time. Provided, any such withdrawal shall

not affect time donated or received prior to the date of withdrawal. There is no limitation between the exchange of donated and received paid leave time between authorized represented employees and non-represented employees.

#### **A. Definitions**

1. **“Paid leave designated donation”** means a voluntary transfer by an eligible donor employee of accumulated sick, vacation and/or personal leave to a designated eligible recipient employee pursuant to the terms and conditions contained in the policy set forth herein. Donation shall be effective upon the date the offer of donation is received by the Village.
2. **“Eligible donor employee”** means a permanent full-time, employee who has been employed by the Village for a period of one (1) year or more who voluntarily elects to donate accumulated sick, vacation and/or personal leave to an eligible recipient employee. An employee who wishes to donate said leave must have a minimum of ten (10) days of accumulated sick leave and five (5) days of accrued vacation leave remaining in his or her employee benefits account after the amount donated is deducted therefrom.
3. **“Catastrophic illness or injury”** means a temporary disability or incapacity injury to the employee or a member of the employee’s immediate family resulting from a life threatening illness or injury of other catastrophic proportion as determined by the Village Administrator. Factors considered in determining whether the employee is covered under this Policy shall include, but are not limited to the length of time the employee must be absent from work due to illness or injury.
4. **“Hospital”** or **“Institution”** means a facility licensed to provide care and treatment for the condition causing the (employee’s) absence from work.
5. **“Covered monthly earnings”** means the employee’s basic monthly salary in that amount received on the day just before the date of leave. Covered monthly earnings does not include commissions, overtime pay, bonuses, raises or any other special compensation not received as covered monthly earnings.

For hourly-paid employees, the number of hours worked during a regular workweek, not to exceed forty (40) hours per week will be used to determine covered monthly earnings. If an employee is paid on an annual basis, the covered monthly earnings will be determined by dividing the basic annual salary by 12.

#### **F. Participation**

Eligible donor employees may designate accrued sick, personal and/or vacation leave, or any combination thereof, to be donated to a recipient who has been determined eligible to receive the same prior to the time of the donation. An



employee who wishes to donate leave must complete a donation form indicating the amount and type of leave to be donated and submit the form to the Village Administrator. Anyone wishing to donate leave may donate up to four (4) weeks total of annual leave during a given fiscal year. This leave may be comprised of sick, vacation or personal leave or any combination thereof.

An eligible recipient employee, or a representative of the employee if he or she is unable to do so, who wishes to receive leave must fill out a form describing his or her circumstances, based upon the eligibility criteria below, and submit the form to the Village Administrator.

1. **Eligibility to Donate:** Participation in the paid leave designation donation program is voluntary on the part of any employee. No employee shall be subject to discipline or any other adverse employment action for choosing not to participate, and no employee shall be rewarded in any manner for choosing to participate. Employees wishing to participate must be permanent full-time, employees with a minimum of one (1) year continuous service with the Village.
2. **Eligibility to Receive:** To be eligible to receive donated leave, a permanent full-time, employee who is not eligible for disability or workers' compensation, nor any other type or kind of disability benefits, must show need based on at least one of the following criteria:
  - a. serious illness or medical emergencies involving the employee;
  - b. ongoing crisis or hardship;
  - c. accrued paid leave has been completely exhausted.
3. **Maximum Donation:** A participating donor employee may donate up to four (4) weeks of accumulated sick, vacation and/or personal leave as desired provided that the participating employee must have remaining in his or her own employee benefits account at least ten (10) sick days and five (5) vacation days after the amount donated is deducted therefrom.
4. **Donation Period:** Upon receipt of a request from an eligible recipient employee pursuant to the terms of this policy for donated paid leave, and the determination by the Village Administrator that (1) the employee is eligible to receive such paid leave, and (2) the amount of leave authorized for the employee to receive, employees will be notified of the request and given the opportunity to donate leave to the recipient employee. Donations will be accepted for a period of three (3) weeks following the original request. The Village Administrator may extend this period up to one (1) additional week.
5. **Maximum Leave Period:** A leave of absence may not be taken for an indefinite period of time. The leave period shall be determined by the

Village Administrator based upon the information contained in the Physician's Certification, in consultation with the employee's direct supervisor. Recipient employees shall not use donated paid leave until all of their accrued vacation time, personal days, sick leave and compensatory time has been exhausted. Regardless of the amount of leave authorized by the Village Administrator for the recipient employee to receive, donated paid leave may only be permitted to the extent that sufficient leave is actually donated to the recipient employee and, under no circumstances shall a recipient employee be permitted to receive more donated leave than that which is necessary to cover the period of leave authorized by the Village Administrator. Any such leave shall run concurrently with Family Medical Leave (FMLA).

Upon approval of a request for donated paid leave, the Village Administrator will inform the employee of the start and end date of his or her leave.

Note: The amount of donated paid leave initially approved by the Village Administrator may be **increased** at the request of the employee based upon information contained in any periodic progress report(s) received from the employee's treating physician. The Village Administrator reserves the right, at its sole discretion, to **decrease** the period of leave initially approved based upon information furnished by the employee's treating physician in any progress report(s).

**However, under no circumstances shall an employee be granted a total period of donated leave in excess of ninety (90) days, whether consecutive or intermittent, in any given fiscal year.**

6. **Physician's Certification:** The recipient employee is responsible for submitting medical documentation from his or her health care provider. This information must be submitted on a form provided by the Village Administrator and may be obtained the Village Administrator's office.

Information contained in the Physician's Certification must include:

- (a) Date when the serious medical condition began;
- (b) Anticipated duration of treatment and/or hospitalization and recovery;
- (c) Appropriate medical facts regarding the medical condition to determine whether it prohibits the employee from performing the essential functions of his or her job;
- (d) Employees anticipated date of return to work.

Additional information and/or documentation deemed necessary by the Village Administrator to determine whether and to what extent to grant an

employee's request for leave may also be required on a case by case basis. The Village Administrator reserves the right to require a second opinion from a health care provider for the purpose of verifying the seriousness of an employee's medical condition as it relates to the employee's ability to perform the essential functions of his or her job and, if it so elects to do so, will bear the entire cost of the second opinion.

The Village neither requests genetic information of an individual or family member of the individual and the employee need not provide any genetic information when submitting the Physician's Certification.

7. **Non-Transferable/Personal Use Only:** Any donated paid leave used by a participating recipient employee shall be only for the personal catastrophic illness or injury of the employee and may not be transferred to another employee or used for any other purpose without prior express, written approval from the Village Administrator.
8. **Authority-Wide Program:** The Village shall establish a single paid leave designated donation program for the benefit of all eligible employees, regardless of the location at which a participating employee renders services to the Village. No individual employee(s) or department(s) may institute a separate donated paid leave program or policy of its own, either in addition to or in place of this policy without the prior express, written approval of the Village Administrator.
9. **Relationship to the Illinois Workers' Compensation Act:** Injuries and illnesses that are compensable under the Illinois Workers' Compensation Act, 820 ILCS 305/1 et seq., or Illinois Workers' Occupational Disease Act, 820 ILCS 310/1 et seq., shall not be eligible for sick leave bank use.
10. **Irrevocable Donation:** Once the required donation form has been completed by the donor and submitted to the Village Administrator, it is irrevocable.
11. **Reciprocity with Other Government Employers:** Participating employees who were employed by another government agency, instrumentality, or political subdivision, whether federal, state or local, that also maintained a paid leave designated donation program for its employees may not be permitted to transfer any benefits received pursuant to participation in that program to the Village's program.

#### C. **Pay/Benefits**

Any paid leave granted pursuant to this policy will be paid at the recipient's hourly rate the day just prior to the 1<sup>st</sup> day of leave.

Group health insurance benefits will be continued at the same level and coverage during an employee's paid leave. In order for an employee to continue coverage

of his or her voluntary life and/or health benefits during the period of approved leave, he or she is responsible for payment of any contribution amount. Arrangements for payment of such contribution(s) may be made on an individual basis with the Village Administrator. Other employee benefits such as vacation time, sick leave, personal days and/or pension benefits will **not** continue to accrue during the leave period.

#### **D. Involuntary Termination of Participation**

Any abuse by an employee of the paid leave designated donation program shall be investigated by the Village and, upon a finding of wrongdoing on the part of a participating employee, shall result in that employee being required to reimburse the Village for any and all paid leave received pursuant to this policy, and may subject the employee to other disciplinary action up to and including termination.

**THIS POLICY IS SUBJECT TO CHANGE WITHOUT FURTHER NOTICE AT ANYTIME AT THE SOLE DISCRETION OF THE VILLAGE.**

### **5.6 Voluntary Leave of Absence**

An unpaid leave of absence may be requested by employees with more than one (1) year of continuous service. Requests for leave must not exceed six (6) months. Requests for leave shall be made in writing to the Department Director along with an explanation of the reason for the request. Unpaid leaves may be granted with the approval of the Village Administrator. Unpaid leaves of absence for sworn personnel shall be subject to State statutes.

Sick leave, vacation, holiday benefits and seniority will not accrue during the leave of absence, and the employee's anniversary date shall be adjusted according to the length of absence. Health and life insurance benefits will be maintained during the leave of absence, according to the provisions of the policy in effect and provided that the employee pays the full premium amount. Upon return to duty, employees will receive credit for all unused sick or vacation leave earned prior to the leave of absence.

If a leave of absence is granted for a period of one (1) calendar month or less, the employee's position will remain vacant until expiration of the leave. Reinstatement shall only occur if the position has not been eliminated due to reorganization or budgetary constraints. Unpaid leaves in excess of one (1) month provide no guarantee of reinstatement to the former position, unless approved by the Village Administrator in writing.

A medical leave of absence and/or short term disability is subject to rules as outlined in Sections 5.6.1 and 5.7.

Upon expiration of a leave of absence greater than one (1) month, the Village Administrator shall attempt to reinstate the employee to his/her former position or

one that is similar, depending upon qualifications. If no position is available upon expiration of the leave of absence, the employee may be considered for future openings depending upon qualifications.

The Village will provide written notice of termination to an employee who has not returned to work within five (5) days after the leave of absence has ended.

### **5.6.1 Family and Medical Leave**

#### **A. Leave Eligibility**

To be eligible for family and medical leave, an employee must have been employed by the Village for at least 12 months (the 12 months need not be consecutive) and have been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave.

#### **B. Leave Description**

Eligible employees may use unpaid family and medical leave, guaranteed by the Federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, calculated on a rolling calendar basis.

Available paid vacation, personal, or sick leave shall be substituted for family and medical leave necessitated by birth, adoption/foster care placement, a family member or employee's own serious health condition. Any substitution required by this policy will count against the employee's family and medical leave entitlement. At the discretion of the Village Administrator, five (5) days of paid vacation may be held back for the return of the employee from leave. The Village will pay family leave or sick leave only under the circumstances permitted by the applicable leave plan. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

Family and medical leave is available in one or more of the following instances: 1) the birth and first-year care of a son or daughter; 2) the adoption or foster placement of a child; 3) the serious health condition of an employee's spouse, civil partner, parent or child; and 4) the employee's own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4 above, with certain limitations provided by law. Within 15 calendar days after the Village Administrator makes a request, an employee must support a request for a family and medical leave when the reason for the leave is 3 or 4 above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request. In the event the reason for leave taken is 4 above, that made the employee unable to perform the employee's job, the employee shall obtain and present certification from the employee's health care

provider that the employee is able to resume work. The cost of the certification shall be borne by the employee and the employee is not entitled to be paid for the time or travel costs spent in acquiring the certification. Said certification will not be required when the employee takes intermittent leave as described above. If both spouses or civil partners are employed by the Village, they may together take only 12 weeks for family and medical leaves when the reason for the leave is 1 or 2 above, or to care for a sick parent.

The Village neither request nor requires genetic information of an individual or family member of the individual and the employee need not provide any genetic information when submitting the health-care providers certificate.

#### **C. Notice**

Employees shall complete and submit a family and medical leave request to the HR Generalist, if possible, at least 30 days' before the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within 2 business days of when the need becomes known to the employee. Employees must at least provide verbal notice sufficient to make the Village aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the employee provides notice.

#### **D. Continuation of Health Benefits**

During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working. If the employee is required to pay a portion of the premiums for health insurance, the payments will continue during the period of FML. Sick leave, vacation, holiday benefits will not accrue during the FML leave.

#### **E. Return to Work**

An employee returning from a family and medical leave for their own serious illness will be required to submit a statement from a physician verifying fitness to return to duty. The employee will be given an equivalent position to his or her position before they leave, subject to the Village's reassignment policies and practices

#### **F. Implementing Procedures**

The Village Administrator shall develop procedures to implement this policy consistent with the federal Family and Medical Leave Act.

(Family and Medical leave Act, 29 U.S.C. Section 2601 *et seq.*, 29 C.F.R. Part 825)

### **5.7 Short-Term Disability**

If an employee shall require a leave of absence for disability or medical reasons as defined in the Family & Medical Leave Act of 1993, and such leave extends beyond any accrued sick leave, vacation, personal days or compensatory time due, the employee may request to be placed on short-term disability/medical leave status. During such unpaid leave the employee may be eligible for disability earnings subject to the pension and/or insurance policy in force. Any short-term disability/medical leave shall be documented with a written medical statement. Approval of short-term disability/medical leave status shall be the role of the Village Administrator.

Sick leave, vacation, holiday benefits and seniority will not accrue or otherwise be earned during the short-term disability/medical leave and the employee's anniversary date shall be adjusted according to the length of absence. Health and life insurance benefits will be maintained during the disability leave, according to the provisions of the policy in effect, and shall be paid by the Village provided that the employee has been employed for a period of not less than one (1) year, and has worked over one thousand two hundred fifty (1,250 hours during the previous year). If the employee receives paid health and life insurance and does not return to work following the expiration of the leave, the Village may recover the cost of premiums paid.

If a short-term disability/medical leave is granted for a period of ninety (90) days or less, the employee's position will remain vacant until expiration of the leave. Reinstatement shall only occur if the position has not been eliminated due to reorganization or budgetary constraints. Unpaid leaves in excess of three (3) months provide no guarantee of reinstatement to the former position, unless approved by the Village Administrator in writing.

Upon expiration of a leave of absence in excess of ninety (90) days the Village Administrator shall attempt to reinstate the employee to his/her former position or one that is similar, depending upon qualifications.

The Village will provide written notice of termination to an employee who has not returned to work within five (5) days after the disability period.

## **5.8 Military Leave**

### **A. Applicable laws**

Village employees are entitled to military leave, continuation of benefits and reinstatement rights as required under federal and State law. Applicable federal law includes the Uniformed Services Employment and Reemployment Rights Act (USERRA), and applicable State law includes the Military Leave of Absence Act, the Local Government Employees Benefits Continuation Act, and the Public Employee Armed Services Rights Act. The Village's personnel policies shall be interpreted and applied at all times in compliance with applicable State and federal law. In the event of any inconsistency between the Personnel Manual and applicable State or federal law, the State or

federal law shall control.

**B. Applicability**

Military leave includes service in any branch of the Armed Forces of the United States or National Guard.

**C. Notice of Need for Military Leave**

Employees must give notice to their respective Department Head as to the need for military leave as soon as practicable, unless such notice is precluded by military necessity or the giving of such notice is otherwise impossible or unreasonable. Employees should also provide their Department Head with a copy of their orders for duty, so that benefits they may be entitled to can be properly determined.

**D. Entitlement to Leave and Benefits under USERRA**

1. Under USERRA, an employee is entitled to a leave of absence from the Village for duty in the uniformed services, whether for active duty, training, inactive duty training, National Guard duty and the like. USERRA extends benefits to members of any branch of the armed forces, so long as the person is not discharged on a less than honorable basis and the absence from work for duty does not exceed a cumulative total of 5 years over the course of employment (which may be extended under certain circumstances, such as the employee being ordered or retained on active duty, other than for training, due to war or national emergency declared by Congress or the President).

2. USERRA leave of absence is not paid leave, but an employee is entitled to use any paid vacation, compensatory time and personnel holidays that were accrued prior to the period of military service to cover all or a portion of the leave.

3. While on USERRA leave, an employee remains entitled to all non-seniority based benefits on the same terms as other employees who are on unpaid leave. Additionally, an employee's time spent on USERRA leave will be regarded as a period of active service for calculating seniority-based benefits when the employee returns to work (e.g., calculating vacation time earned, seniority privileges under collective bargaining agreements, etc.)

4. Employees on USERRA leave are entitled to COBRA insurance continuation benefits, and may continue health insurance coverage in the same manner as an employee on any other type of unpaid leave.

**E. Additional Benefits Available under State Law**

In addition to being granted a leave of absence, the following additional benefits are available under State law:



## 1. Continuation of pay

- a) Full-time employees who are members of a reserve component or the armed forces or National Guard are eligible under State law (Military Leave of Absence Act) for the following continuation of pay benefits while on active military service:
  1. Basic training and leave of up to 60 days for special or advanced training – the employee’s regular compensation minus the amount of the employee’s base military pay.
  2. Annual training – the employee’s regular compensation.
- b) Employees who are members of a reserve component of the armed forces or National Guard and who receive regular compensation and who are mobilized to active duty as the result of an order of the President of the United States, continue to receive the regular compensation being paid at the time of being called to active duty, minus base military pay (Local Government Employees Benefits Continuation Act).
- c) In order to provide for proper payroll and audit documentation, any employees receiving all or a portion of the regular pay compensation while on military leave must submit copies of their military pay stubs to their Department Head, payroll officer, or the Finance Department as directed by their Department Head. Employees are expected to make necessary arrangements for such documentation with their Department Head.

## 2. Health Insurance

Employees on military leave may, but are not required to, continue their health insurance coverage through the Village under the same terms and conditions as applicable to other active employees. Deductions for employee health insurance contributions can be made through the regular payroll process when the Village pays any salary continuation due to the employee as provided in Paragraph 5(a). Employees whose salary continuation amounts do not cover the cost of any applicable employee health insurance contribution may make voluntary payments to provide for continuation of health insurance coverage. Health insurance coverage will continue at such time as the employee returns to employment (Public Employee Armed Services Rights Act).

## 3. Seniority and Other Benefits

Employees while on military leave will continue to accrue seniority and other applicable benefits (Military Leave of Absence Act). Employees who are participants in a pension plan (i.e., police, fire and IMRF pensions) may

continue participation, with the Village making necessary employer contributions and the employee paying any required employee contributions, and the time spent in military service is treated as service credit for pension purposes (USERRA). Contributions can also be made up after reemployment.

## **F. Reemployment Rights**

### **1. Notice of Return from Military Service and Request for Reemployment**

An employee must provide notice to the Village of return from military service and intent to be reemployed in order to be entitled to reemployment rights under USERRA. Depending on how long an employee has been away on military leave, notice times under USERRA are as follows:

- a. Less than 31 days away – the employee has 8 hours following return from service to report for his or her next scheduled work period.
- b. Between 31 & 180 days away – the employee has 14 days following return from service to apply for reemployment.
- c. More than 180 days away – the employee has 90 days following return from service to apply for reemployment.

Under USERRA, these deadlines may be extended if a service-related injury prevents application for reemployment within the time required.

Employees may be required to submit documentation of the length and nature of their service and the date of their release from service upon requesting reemployment.

## **G. Reemployment**

Reemployment rights will be as required under State and federal law. Generally, under USERRA, an employee who properly requests reemployment will be restored to employment.

USERRA provides that an employee absent for military service for 90 days or less will be restored to the position the employee held or would have held had the employee remained continuously employed, as long as the employee is qualified or can become qualified through reasonable efforts. Employees on military leave for more than 90 days may be restored to the position the employee held or would have held had the employee remained continuously employed or to another position of like seniority, status and pay, as long as the employee is qualified or can become qualified through reasonable efforts. USERRA provides various requirements for employees who cannot become qualified for positions on reemployment, and employees should review these options on return to work with the Assistant Village Manager if such issues arise.

## **H. Denial of Reemployment**

USERRA provides a number of circumstances under which reemployment may be denied. These include:

1. Less than honorable discharge.
2. The employer's circumstances have so changed as to make such reemployment impossible or unreasonable;
3. Such employment would impose an undue hardship on the employer; or
4. The employment the person left to serve in the uniformed services was for a brief, non-recurrent period, and there was no reasonable expectation that such employment would continue indefinitely or for a significant period.

Decisions on reemployment will be made in conformance with State and federal law.

### **5.9 Jury Leave**

Jury Leave will be granted to employees called for jury duty as required by statute. When such leave is granted, employees will receive their full compensation. The employee must provide evidence of jury duty attendance upon their return to work.

Upon being excused from jury duty, such employee shall report to work if released from duty during the regularly assigned hours of work.

### **5.10 Bereavement Leave**

An employee may be granted by the Department Director a maximum of five (5) working days leave due to death in the immediate family. The immediate family is defined to include: spouse, civil partner, child, mother, father, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents, grandchildren or guardian. Additionally, an employee may be granted up to one (1) paid sick day for the death of other close relatives not listed above.

### **5.11 Health Insurance**

The Village selects and provides a medical insurance program for employees and dependents subject to the terms and conditions of the policy(ies) in effect. Insurance is provided to full-time employees subject to the terms and conditions of the policy(ies) in effect. If desired, the employee may elect to extend coverage to his/her family. The Village may require an employee co-payment for any sponsored health program.

The Village retains the right to change insurance carriers or to self-insure or to adopt additional coverage alternatives or join a health insurance pool for the provision of medical benefits, dental benefits or life insurance. The Village further reserves the right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes made shall only take effect on the plan anniversary date, currently July 1.

Upon termination, the provision of paid health insurance shall cease except as may be provided by State or Federal law. At that time information will be provided for obtaining individual insurance coverage.

If an employee provides written documentation that they are enrolled in health insurance from another source and elects to be covered by health insurance that is not provided by the Village, then the Village will pay the employee \$1,750 per fiscal year. Beginning July 1, 2015, the monthly payment will be \$145.83 made on the second pay period of the month. Payment will begin once open enrollment period is complete. If an employee is eligible to return during non-open enrollment period, the employee will be required, at a pro-rated amount to return that amount to the employer. If an employee is eligible to drop coverage during non-open enrollment period, the employer will pay that employee, at a pro-rated amount up to \$2,000; subject to no cost implications to the Village.

#### **5.12 Life and Disability Insurance**

The Village selects and provides a group life insurance policy and short term disability coverage. Additionally, disability coverage is provided to employees enrolled in the Illinois Municipal Retirement Fund. Additional supplemental life insurance is available for purchase at the employee's discretion.

Upon termination, the provision of paid life and disability insurance shall cease except as may be provided by State or Federal Law. At that time information will be provided about obtaining individual coverage.

#### **5.13 Retirement Programs**

Village employees are eligible to participate in several retirement programs, depending upon their employment status with the Village. The specific details concerning each program may be obtained in the Village Administrator's office. The retirement programs available are listed as follows:

##### **A. Illinois Municipal Retirement Fund**

I.M.R.F. is a state retirement and disability program for public employees in Illinois. All non-sworn employees expected to work 1000 or more hours annually must participate. Both the Village and employee contribute a percentage of earnings to this program. All employee earnings contributed are tax deferred in accordance with applicable State and Federal regulations. There are different vesting schedules and retirement ages for Tier 1 and Tier 11 (employees hired

after January 1, 2011) employees.

**B. Social Security**

Social Security is a federally mandated retirement and disability program. All non-sworn personnel, regardless of employment status, are required to participate. Both the Village and employee contribute a percentage of earnings to this program. Sworn personnel are required to participate in the Medicare portion of Social Security.

**C. Police Pension**

The Police Pension Plan is a State mandated program for all sworn Police personnel. Both the Village and employee contribute to this program. Employees become vested after eight (8) years of service.

**D. Deferred Compensation**

Employees may participate in a deferred compensation plan if one is offered by the Village. Deferred compensation is a tax-sheltered retirement plan which involves deducting a portion of the employee's salary, with the money transferred to an investment fund selected by the employee. The employer's gross or taxable income is reduced by the amount deferred; therefore, income taxes are reduced. Income taxes are paid when the funds are distributed to the employee (upon retirement, termination of Village employment or in the event of an emergency). Complete information is available from HR.

**E. Other Benefits:**

1. Credit Union. Employees may participate in the DuPage Credit Union through payroll deduction.
2. Employee Assistance Program. The Village has made arrangements with a counseling agency whereby employees and/or their family members can receive counseling. A family member is defined as a spouse, Civil Partner, child or parents. An initial number of counseling sessions will be paid entirely by the Village.
3. Flexible Spending Account. The Village offers a flexible account plan to all full-time employees. The flexible spending account can be used for eligible medical, vision, prescription and certain over the counter drugs and dental expenses that are not reimbursed by health or dental insurance. The plan allows employees to redirect part of their income to a non-taxable status.
4. AFLAC.
5. LEGAL Shield.

#### **5.14 Worker's Compensation**

All employees are covered by Workers Compensation insurance, as provided in State Statutes, in the event of accident or death occurring while on the job. It is necessary that the employee notify his/her Department Director as soon as possible of the accident, and in no event shall he/she delay notification longer than 24 hours. All injuries must be reported to the HR Generalist and the proper insurance forms need to be completed by the Supervisor within 24 hours of the accident. An employee must report to the Department Director and the HR Generalist when returning to work from a lost time injury.

All full-time and part-time employees are provided with worker's compensation coverage required by State statute. Worker's compensation will provide payment for medical, pharmacy and related expenses which are determined to be the direct result from any on-duty injury or illness incurred by an employee. Injuries and illnesses resulting from non-duty related causes are to be submitted to the health insurance carrier.

The Village will continue to pay an injured full-time employee's salary and benefits for thirty (30) days from the date of the job-related injury. Any Worker's Compensation benefits or insurance payments received by the employee shall revert to the Village during the time for which continuing compensation is paid.

If an employee is unable to return to work at the expiration of the thirty (30) working days, the employee may, at his/her option, use all accumulated sick leave, vacation and personal days or to make up the difference between Worker's Compensation benefits and full pay.

Sworn personnel are provided workers compensation benefits per state statute.

If a sworn employee has not returned to work after one (1) calendar year, such employee shall have two options in receiving compensation during this time. An employee may choose to utilize accrued sick leave or other available leaves to supplement the amount of regular salary not covered by worker's compensation, or an employee may choose to preserve his/her accrued sick leave balance and only receive those worker's compensation benefits as specified by statute.

An employee who is eligible for workers compensation benefits may be required to return to work for an available temporary light duty assignment per the Village's light duty policy and department specific light duty policy, if applicable.

#### **5.15 Tuition Reimbursement**

Full-time employees are encouraged to enroll in college, university or technical school courses or participate in other types of studies which are designed to improve job skills. Tuition reimbursement for college credit may be based upon the following priorities.

- The amount of budgeted training funds available.

- The direct and immediate benefit derived by the Village as a result of this particular employee completing the course.
- The length of time which the employee has been employed by the Village and the length of time the employee is expected to remain in the employ of the Village.
- The specific job-related nature of the course.
- The overall performance of the employee.
- The length of time which the employee has served.
- The employee's technical or supervisory responsibility.
- The compatibility of the course schedule and the employee's work schedule.
- Other factors which may be relevant.

Where a course is directly and immediately related to the employee's work responsibilities and the Village will receive a significant benefit, the employee may qualify for one hundred percent (100%) tuition reimbursement upon satisfactorily completing the course. Reimbursement will be limited to three thousand dollars (\$3,000) per employee per fiscal year, based upon the above criteria. Travel and time spent in the course shall be the responsibility of the employee. All courses subject to tuition reimbursement shall be taken during non-working hours.

A completed tuition reimbursement agreement form (Appendix D) should be submitted to the employees Department Director by January 1 for consideration in budgeting procedure.

**A. Depletion of Funds**

When requests for training and reimbursement exceed funds specifically budgeted for that purpose, the Village Administrator may provide partial reimbursement of expenses in order to extend training opportunities to as many employees as possible.

**B. Qualifications**

To qualify for tuition reimbursement, an employee shall:

1. Submit a written request prior to enrolling in the course.
2. Obtain tuition reimbursement approval from the Village Administrator.
3. Successfully complete the course with a grade of "C" or better.
4. Submit to the Finance Department proof of satisfactory course completion and proof of amount spent for tuition.
5. Have been classified as a full-time employee with the Village for a period of at least one (1) year.

6. Sign an agreement or promissory note agreeing to reimburse the Village the amount of the tuition reimbursement if the employee does not remain in the employ of the Village for a period of one (1) year after completion of a course.

**C. Termination of Employment**

If an employee does not remain with the Village for a period of one year after completing a course, the employee agrees that the Village shall deduct from the amount of tuition reimbursement previously granted from the employee's final paycheck or make other arrangements to see that the tuition reimbursement funds which have been granted to the employee are paid back to the Village.

**5.16 Training and Development**

The Village encourages employees to attend lectures, meetings, seminars and other job-related training programs. Advance approval must be obtained for attendance and reimbursement of any costs.

An employee will be paid while attending a training session or Conference but will not receive additional compensation for time spent in training (i.e. overtime) and there will be no payment for travel time to and from training.

Notwithstanding the above, an employee will be paid for attendance, travel and additional compensation for all mandatory training and development as required by federal and State law.

**A. Reimbursement Criteria**

Employees shall be reimbursed for appropriate and necessary cost incurred for attending seminars or other types of training approved in advance by the Department Director or his or her designee.

Employees must complete and submit a Village Travel Request Form to their Department Director (Appendix B) in advance of training. This form is used to record estimated expenses as well as actual expenses associated with training. Employees shall attach to the Travel Request Form receipts for all itemized expenses. Upon approval, Department Directors shall forward expense reports and receipts to the Village Administrator for review and final approval.

Employees must complete and submit a written summary of the training attended. This summary should include how subject matter learned will be applied to employee's position at the Village if applicable.

**5.17 Conference Attendance**

Full time employees, with the approval of the Department Director and the Village Administrator, are eligible to attend professional conferences.



**A. Attendance Criteria**

1. The conference is in a field directly related to the employee's responsibilities.
2. Work load permits their absence from duties.
3. Funds are budgeted and available within the Department.

**B. Compensation and Reimbursement of Expense**

The Village shall compensate an employee in attendance at a conference, provided such attendance is approved by the respective Department Director, or, in the case of a Department Director, the Village Administrator, for all or portions of the following:

1. 100% of registration fees.
2. All reasonable expenses for meals as approved by the Village Administrator.
3. Single room accommodations. When available, employees should utilize lodging and rates generally secured by the sponsor of the conference or seminar.
4. Coach fare for air, rail or bus transportation.\*
5. Current IRS mileage rate for business use of an automobile.
6. Miscellaneous expenses such as parking, tolls, taxi, car rental, fuel for Village vehicles, etc., if required.

\*Note: Transportation to conference will be based on the most economical total cost to the Village of Lemont. Employees are encouraged to seek government discounts when available. Employees may be required to pay for their own transportation or lodging costs for out of town conferences.

Employees must receive pre-approval by completing and submitting to their Department Director a Village of Lemont Travel Request Form (Appendix B).

Employees are encouraged to request an advance to cover out of pocket costs for their trip related to transportation and meals. The purpose of such advance is to provide the employee cash for the trip and minimize the employee's need to utilize a personal charge.

The Village will not reimburse expenses for spouses or others accompanying the employee on the trip. The Village will not reimburse for alcohol and any items which are considered personal in nature.

Employees must complete and submit a written summary of the training attended. This summary should include how subject matter learned will be applied to employee's position at the Village if applicable.

## **5.18 Victims' Economic Security and Safety Act**

Employees may, under appropriate circumstances, be entitled to leave under the Illinois Victims' Economic Security and Safety Act (VESSA). A copy of VESSA is available from the HR Generalist. Employees seeking more information concerning VESSA and its related leave benefits may contact the HR Generalist. All such inquiries will be treated confidentially.

The Village's personnel policies shall be interpreted and applied at all times in compliance with VESSA. In the event of any inconsistency between the Personnel Manual and VESSA, VESSA shall control.

### **1. Leave requirement**

A. Basis for leave – An employee who is a victim of domestic or sexual violence or has a family or household member, including Civil Partners, who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work to address domestic or sexual violence by:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
2. Obtaining services from a victim services organization for the employee or the employee's family or household member
3. Obtaining psychological or other counseling for the employee or the employee's family or household member;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

B. Period – Subject to certification conditions in paragraph 3, an employee shall be entitled to a total of 12 workweeks of leave during any 12-month period. This Act does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to, the unpaid leave time

permitted by the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.).

C. Schedule – Leave described in paragraph (A) may be taken intermittently or on a reduced work schedule.

## **2. Notice**

The employee shall provide the Village with at least 48 hours advance notice of the employee's intention to take the leave, unless providing such notice is not practicable. When an unscheduled absence occurs, the Village will not take any action against the employee if the employee, within a reasonable period after the absence, provides certification under paragraph 3.

## **3. Certification**

A. In general – The Village may require the employee to provide certification to the employer that:

1. The employee or the employee's family or household member is a victim of domestic or sexual violence; and
2. The leave is for one of the purposes enumerated in paragraph 1(A).
3. The employee shall provide such certification to the Village within a reasonable period after the employer requests certification.

B. Contents – An employee may satisfy the certification requirement of paragraph 3(A) by providing to the Village his or her sworn statement, and upon obtaining such documents the employee shall provide:

1. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence verifying the effects of the violence and that assistance has been sought;
2. A police or court record; or
3. Other corroborating evidence.

## **4. Employment and Benefits**

A. Restoration to position

1. In general – Any employee who takes leave under this Section for the intended purposes shall be entitled, on return from such leave:

- a. To be restored by the Village to the position of employment held by the employee when the leave commenced; or
  - b. To be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
2. Loss of benefits – The taking of leave under this Section shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.
3. Limitations – Nothing in this subsection shall be construed to entitle any restored employee to:
  - a. The accrual of any seniority or employment benefits during any period of leave; or
  - b. Any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.
4. Status Reporting – An employee on leave under this Section shall make arrangements on such terms as may be required by the HR Generalist to report periodically to the Village on the status and intention of the employee to return to work.

B. Maintenance of Health Benefits

1. Coverage – Except as provided in paragraph 4(B)(2), during any period that an employee takes leave under this Section, the Village shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.
2. Failure to return from leave – The Village may recover the premium that the employer paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this Section if:
  - a. The employee fails to return from leave under this Section after the period of leave to which the employee is entitled has expired; and
  - b. The employee fails to return to work for a reason other than:

- (i) The continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave pursuant to this Section; or,
- (ii) Other circumstances beyond the control of the employee.

C. Certification

- 1. Issuance – The Village will require an employee who claims that the employee is unable to return to work because of a reason described in paragraph (i) or (ii) of paragraph 4(B)(2)(b) to provide, within a reasonable period after making the claim, certification to the Village that the employee is unable to return to work because of that reason.
- 2. Contents – An employee may satisfy this certification requirement by providing to the Village:
  - a. A sworn statement of the employee;
  - b. Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence;
  - c. A police or court record; or,
  - d. Other corroborating evidence.

**5. Confidentiality**

All information provided to the Village pursuant to paragraphs 2, 3 or 4 of this policy, including a statement of the employee or any other documentation, record, or corroborating evidence, the fact that the employee has requested or obtained leave pursuant to this Section, and the fact that the employee is not returning to work because of a reason described in paragraph 4(C) shall be retained in the strictest confidence by the Village, except to the extent that disclosure is:

- a. Requested or consented to in writing by the employee; or
- b. Otherwise required by applicable federal or State law.

**6. Substitution of accumulated leave for addressing domestic or sexual violence**

An employee who has accumulated paid or unpaid leave (sick leave, vacation, personnel holidays, compensatory time, or other leave) from employment may

elect to substitute any period of such leave for an equivalent period of leave provided VESSA.

**7. Village policies concerning non-discrimination, non-interference and non-retaliation**

A. Exercise of rights – Neither the Village nor any Village employee shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this Section.

B. Discrimination – Neither the Village nor any Village employee shall discharge or harass any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment of the individual (including retaliation in any form or manner) because the individual exercised any right provided under VESSA or opposed any practice made unlawful by VESSA.

C. Interference with proceedings or inquiries – Neither the Village nor any Village employee shall discharge or in any other manner discriminate against any individual because such individual:

1. Has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to this Section;
2. Has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this Section; or
3. Has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this Section.

D. Employment – Neither the Village nor any Village employee shall fail to hire, refuse to hire, discharge, or harass any individual, otherwise discriminate against any individual with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner, and a public agency shall not deny, reduce, or terminate the benefits of, otherwise sanction, or harass any individual, otherwise discriminate against any individual with respect to the amount, terms, or conditions of public assistance of the individual, or retaliate against an individual in any form or manner, because:

1. The individual involved:
  - a. Is or is perceived to be a victim of domestic or sexual violence;
  - b. Attended, participated in, prepared for, or requested leave to attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or

sexual violence of which the individual or a family or household member of the individual was a victim; or

c. Requested an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence, regardless of whether the request was granted; or

2. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

E. Reasonable accommodation – The duty not to discriminate as referenced in this Section includes not making a reasonable accommodation to the extent required under VESSA. Requests for accommodation will be evaluated under the provisions of VESSA on a case by case basis and will be treated in a confidential manner.

## **ARTICLE VI - WORK RULES AND REGULATIONS.**

### **6.1 Work Rules**

The Village may prepare issue and enforce work rules which are deemed to be necessary for the safe, orderly and efficient operation of the organization.

### **6.2 Work Habits**

Employees are required to maintain the highest standards of conduct, efficiency and cooperation in the performance of their duties. Employees shall be punctual in reporting to work and shall be dressed in a manner appropriate to their job responsibilities.

To maintain a safe and productive work environment, the Village expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Village. In instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination.

Note: Approved FMLA time does not fall into this category.

Employees shall report to work in proper physical condition and shall not possess, consume or be under the influence of any alcoholic beverage or illegal drug immediately prior to or during working hours.

### **6.3 Employee Safety**

To establish and maintain a safe and injury-free work environment, employees are required to adhere to established safety rules and procedures in the Village wide Safety Manual and the Department specific Safety Manual, if applicable. Safety is the shared responsibility of individuals at every level of the Village organization. All employees shall be aware of those risks associated with their employment and strive to minimize the potential for work-related hazards. The safety record of all employees shall be a major consideration in performance evaluations.

It shall be the individual responsibility of all employees to report any unsafe practice, policy, procedure, condition or equipment to the attention of the supervisor or Department Director. Such report shall be made in writing along with a recommended course of action to alleviate the problem.

### **6.4 Vehicle Operation**

All village vehicles shall be operated in a safe, courteous and lawful manner.



Employees are required to wear seat belts during the operation of any vehicle and insure that unattended vehicles are locked and secured. Any parking fines or traffic violations incurred while operating a Village vehicle shall be the sole responsibility of the driver. Village owned vehicles and equipment are to be utilized for official business only.

## **6.5 Physical Fitness**

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his/her job. The Village may require employees to take periodic physicals to demonstrate fitness for the job. Whenever a Department Director determines that the physical condition of an employee is endangering the safety of fellow workers or causing the employee's inability to perform essential job functions, the employee may be required to submit to a medical examination by a Village approved physician without expense to the employee. Physicals and other medical examinations will test only duty-related fitness requirements.

The Village will take all steps necessary to reasonably accommodate those *qualified individuals with disabilities who can perform the essential functions of the job with or without an accommodation* pursuant to the Americans with Disabilities Act as amended.

## **6.6 Reporting of Accidents and Injuries**

When conducting Village business, all accidents involving Village employees or Village property are to be reported to the Department Director immediately subsequent to occurrence. If any accident or damage involves public or private property, the Police Department should also be notified immediately.

Department Directors shall inform the Safety Coordinator/HR Generalist of the occurrence of all accidents or injuries immediately upon discovery. In addition, the supervisor, along with the HR Generalist will conduct an investigation of the incident immediately upon discovery and submit an IRMA Supervisory report as well as any investigative reports to the HR Generalist within two (2) calendar days of any accident. The affected employee must submit a statement of what happened and witness statements should be obtained if possible. Pictures of the area and resulting damage should also be submitted to HR.

If an injury occurs to a Village employee, the Department Director shall be responsible for the completion and submission of a Form 45 within twenty-four (24) hours.

## **6.7 Light Duty Policy**

If an employee is injured during the course of employment and is unable to perform the required duties of the position, but can perform work of a less strenuous nature, the individual may be considered for a light duty assignment.

Light duty will be assigned only if an injured employee is determined to be physically able to perform the required light duty tasks, and provided such light duty assignments are available. Such a light duty assignment shall be at the discretion of the Department Director, subject to the approval of the Village Administrator, and may be made on a day-to-day basis, but shall not exceed ninety (90) working days.

Light duty assignments may be made in any Village department and shall be based upon the physical abilities and skills of the employee, and the personnel needs of the Village. Light duty positions shall be maintained only if in the best interests of the Village. The Village shall require a medical examination when the physical abilities of any injured employee are in question. Such examination shall be at the expense of the Village.

## **6.8 Use or Modification of Village-Owned Equipment or Property**

All equipment, supplies, tools, uniforms and property owned or purchased by the Village are to be utilized for official business only. No employee shall modify or alter any Village property unless specifically authorized in writing by the Village Administrator.

## **6.9 E-Mail and Electronic Communication Policy**

### **A. INTRODUCTION**

Recent advances in electronic communications and information technologies present valuable opportunities for the Village. These technologies, when properly used, support our activities and enable us to better serve our citizens and constituents through closer and timelier communications and nearly instantaneous access to vast stores of information. In recognition of these benefits, the Village has made a substantial investment in its electronic communications and information systems. While the Village encourages the use of its systems, such use carries with it important responsibilities. The careless or inappropriate use of these systems can have dramatic consequences, harming the Village, our citizens and the individual users of the Village's systems. This policy is intended to minimize the likelihood of such harm by educating users of the Village's electronic communications tools as to proper and improper usage of such tools and by setting forth the conditions that apply whenever the Village's electronic communication tools are being used.

### **B. EMAIL AND VILLAGE ISSUED ELECTRONIC DEVICES DURING NON-WORK HOURS BY NON-EXEMPT EMPLOYEES**

During non-work hours, non-exempt employees are prohibited from using Village e-mail and Village-issued electronic devices, except for requests for the use of sick time.

Exception: Employees that are “on call” or have been given express written permission from the Department Director to use email or Village-issued electronic devices may do so only in connection to official Village business.

### **C. APPLICABLE COMMUNICATION TOOLS**

These guidelines address the appropriate use of the Village’s electronic “communication tools.” These tools include, but are not limited to the following:

- Telephones, pagers, cellular phones and voicemail facilities;
- E-mail systems;
- Fax machines, modems and servers;
- Palm, laptop and desktop computers;
- Software licensed to Village; and
- All internal and external computer and communications networks (such as Internet access facilities, browsers, commercial on-line services, e-mail systems) accessible directly or indirectly from Village’s computer network.

### **D. USAGE GUIDELINES FOR COMMUNICATION TOOLS**

#### **1. Conditions of Access**

Access to the Village communications tools is provided in conjunction with the Village’s business and the job responsibilities of everyone working on behalf of the Village. All use of the Village’s communications tools is subject to this policy and to other Village policies and procedures that may be implicated by such use. The Village’s communications tools also may be made available to individuals who are not employees of Village (e.g., customers, temporary employees, vendors and subcontractors). Such individual’s use of Village’s communications tools is also governed by this policy.

Communications tools and all messages and information produced or carried by such tools are Village property and are subject to inspection by the Village at all times. Use of the Village’s communications tools is a privilege that may be revoked at any time. Anyone who uses or is granted access to such tools must comply with the provisions of this policy.

#### **2. Acceptable Use**

The Village’s communications tools may be used to communicate internally with employees of the Village or externally with citizens, consultants, suppliers, vendors and other business relations and acquaintances. The Village provides electronic communications tools to facilitate business communications,

enhance productivity and improve service to our customers. The Internet may be used for appropriate business uses such as, research, updates of business information or news, or for specifically approved projects.

As with the telephone, there may be occasion to use these facilities for personal purposes. Personal use is permitted so long as it does not interfere with the performance of an employee's job and/or the transaction of Village business, consume significant resources, give rise to more than nominal additional costs or interfere with the activities of other employees of Village.

***All communications Via the computer, computer system, e-mail, internet or facsimile transmission, regardless of the business or personal nature of the communication, transmitted, received and/or stored using any of the Village's electronic communications tools are subject to being accessed and reviewed by the Village. Users should not assume that any such communications are or shall remain private.***

### **3. Unacceptable Use**

- a) Users should not monopolize the Village's electronic communication tools to the exclusion of others. Accordingly, activities such as sending mass e-mails or e-mails with large attachments that are not business-related, sending chain e-mails, spending excessive amounts of time on the Internet, engaging in online chat groups, printing multiple copies of documents or otherwise creating unnecessary network traffic are not allowed.
- b) Because audio, video and picture files require significant storage space, files of this sort should not be downloaded unless they are business-related.
- c) Use of communication tools such as email or texting when driving Village vehicles and equipment within the right-of-way is prohibited by personnel during routine operation, e.g., non-911 service calls or other deemed non-life threatening responses; by personnel operating CDL required type vehicles; by personnel operating construction or non-licensed type equipment due to inherent hazards present; and by personnel maintaining, repairing, operating, or any other similar activity involving energized equipment such as, but not limited to, electrical panels, motors, energized circuits, etc. due to being a potential distraction to the user and/or may create an unsafe work environment.

- d) In addition to the other restrictions and conditions discussed in this policy, the Village's communications tools shall not be used:
- To engage in activities for personal financial gain (e.g., day trading, gambling);
  - To update Facebook, My Space or other social networking sites, unless for Village use
  - To solicit others for activities unrelated to Village's business or in connection with political campaigns or lobbying;
  - To carry or publish any defamatory, discriminatory or obscene material;
  - To infringe, attempt to infringe or aid in any way in the infringement or attempted infringement on another person's or entity's intellectual property rights (e.g., copyrights);
  - To violate, attempt to violate or aid in any way in the violation or attempted violation of any applicable telecommunications license or any laws that govern transborder data flow (e.g., laws dealing with data collection, protection, privacy, confidentiality and security);
  - To violate, attempt to violate or aid in any way in the violation or attempted violation of any other law.

The Village shall not be responsible for any losses or damages resulting from or relating to any use of the Village's communications tools, which violates this policy.

#### **4. Unacceptable Content**

The Village's policies prohibiting all forms of harassment, including sexual harassment, are applicable to the use of the Village's communication tools. In accordance with such policies, material that is harassing, embarrassing, sexually explicit, profane, pornographic, obscene, intimidating, defamatory or otherwise unlawful or inappropriate may not be sent by, displayed on, stored in, accessed from or downloaded to the Village's communications tools. Users encountering or receiving this kind of material should immediately delete the material from the system and should not forward the material to any other person or address. In addition, any user who believes the Village's communications tools are being used in a manner which violates either this policy or the Village's policies prohibiting harassment should immediately report the matter pursuant to the requirements of Section VII below. It is the responsibility of all users of the Village's

communication tools to see that these tools are used in an efficient, lawful and ethical manner at all times.

Examples of unacceptable content include, but are not limited to:

- Sexually explicit messages, images, cartoons or jokes;
- Unwelcomed propositions, requests for dates or love letters;
- Ethnic, religious or racial slurs; or
- Any other message that could be constructed as harassment or disparagement of others based on sex, race, age, national origin, religion, disability or sexual orientation.

Although the Village does not regularly monitor voicemail or electronic messages, *all users of the Village's communications tools should be aware that even personal e-mail and voicemail messages may be viewed publicly or by Village's management without notice. The Village reserves the right to inspect the content of all information and messages generated by or contained in any of its communication tools. Users should not assume that any such communications are or shall remain private.*

## **5. Transmitting Confidential Information**

Employees also have a responsibility to protect from disclosure, at all times, privileged and confidential information pertaining to the Village or other employees. In recognition of this significant responsibility, the Village's communications tools, especially its e-mail system, should not be used to transmit confidential communications. Most e-mail is sent over the Internet, which is not a secure means of communication. There is a possibility that e-mail messages may be intercepted and read by others than the party to whom they are addressed.

Moreover, it is difficult, if not impossible, to remove e-mail messages from the system with certainty. This means that e-mail, even internal e-mail messages, may be subject to discovery in future litigation. There is also a possibility that, when documents are transmitted electronically, earlier drafts of the documents thought to have been deleted may be retrieved by the person receiving the document. Accordingly, extreme care must be taken when using e-mail to transmit confidential communications, even internally.

To protect against unintentional disclosure of confidential

information in situations where there is a need to communicate such information electronically (either on a regular basis or in an emergency situation); the following guidelines are to be observed:

- (a) Confidential information pertaining to the Village itself or to any of its employees shall not be sent by e-mail without the express authorization of management.
- (b) In cases where confidential information may need to be transmitted electronically on a regular basis, the Administration Department should be consulted regarding the availability of encryption software and other means for securing the communication. Note: Only authorized encryption tools may be used in connection with any Village communications tools. All such encryption tools must implement key-recovery or key-escrow techniques to permit the Village to access and recover all encrypted information.
- (c) Any employee preparing to transmit information must include the following disclaimer: *This electronic message and any attached files contain information intended for the exclusive use of the individual(s) or entity to whom it is addressed and may contain information that is proprietary, confidential and/or exempt from disclosure under applicable law, including protected health information (PHI). If you are not the intended recipient or the employee or agent, you are hereby notified that any viewing, copying, disclosure or distribution of the information may be subject to legal restriction or sanction and is strictly prohibited. If you have received this communication in error, please notify the sender by return electronic message or telephone, and destroy the original message without making any copies. Unless otherwise stated, any opinions expressed in this electronic message are those of the author and are not endorsed by the Village.*

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

## **6. Etiquette and Village Representation**

E-mail and voicemail messages reflect the Village's image. Such messages, therefore, should always be composed in a professional manner that is no different than the manner used to compose letters or memoranda on Village letterhead. Users of the system must keep in mind that

electronic files are subject to discovery and may subsequently be used in litigation. Inappropriate use of the Village's facilities may damage the Village's reputation and could give rise to Village and individual liabilities. Accordingly, every effort must be made to be professional in all usage of the Village's communications tools.

#### **E. LIMITS OF PRIVACY**

The Village respects the personal privacy of its employees. However, because communications tools are provided for the Village's business purposes, employee privacy rights in this context are extremely limited. *Users of the Village's communications tools should have no expectation that any information transmitted over Village facilities or stored in the Village computers is or will remain private. These systems are owned and/or controlled by the Village and are accessible at all times by the Village without notice for maintenance, upgrades or any other business or lawful purposes.* Use of passwords to gain access to the computer system or to secure particular files or messages does not imply that users have an expectation of privacy in any material created or received on the computer system. The Village has global passwords that permit it to access all material stored on the system, regardless of whether such material has been password-protected by the user.

The Village permits personal use of its communications tools with the express understanding that it *reserves the right to review employee use of and to inspect all material created by or stored on, these communication tools. Use of these tools constitutes each employee's permission for the Village to monitor communications and to access files that are made on or with these communications tools.*

#### **F. VIRUSES**

Viruses can cause substantial damage to electronic communications and information systems. Each user is responsible for taking responsible precautions to ensure he or she does not introduce viruses into the Village's network. To that end, all material received on floppy disk or other magnetic or optical medium and all material downloaded from the Internet or from computers or networks that do not belong to Village must be scanned for viruses and other destructive programs before being placed onto Village's network. Users should understand also that their home computers and laptops may contain viruses and that all disks transferred from these computers to Village's network must be scanned for viruses.

#### **G. REGULATION AND ENFORCEMENT**

The Village Administrator or his/her designee is responsible for monitoring the compliance with the provisions of these procedures. The Village Administrator shall also be responsible for investigation of



suspected non-compliance with the provisions of this procedure.

Misuse of any Village communications tools or violations of this policy may result in disciplinary action including, suspension of privileges to user, or up to and including termination of employment. Criminal or civil action may be initiated in appropriate instances. Such discipline shall be in accordance with the Village's policies and procedures.

#### **6.10 Workplace Search Policy**

The Village may provide offices, desks, vehicles, computers or computer containers, locker, tools and other items for the use of Village employees. At all times, these items remain the property of the Village. The Village may search any work area and/or item whenever there is reasonable suspicion to believe that a policy is being, or has been, violated. Employees are expected to cooperate with all workplace searches conducted by the Village. Violations of this policy are subject to discipline up to and including termination.

#### **6.11 Driver's License Verification**

All employees occupying positions which require the operation of a Village vehicle or personal vehicle for Village business shall be required to supply their driver's license number to the Department Director for an annual check of driving records. Drivers with certain violations may be subject to disciplinary action including termination from employment. If an employee uses his/her personal vehicle for Village business, proof of insurance is required.

#### **6.12 Mileage Reimbursement**

Any employee utilizing his/her private vehicle for Village business as approved by the respective Department Director shall be entitled to reimbursement in accordance with the Internal Revenue Service's established rate. The Village Administrator may enter into a car allowance agreement with an employee if deemed necessary.

#### **6.13 Acceptance of Gifts**

In order to prevent any appearance of favoritism or conflict of interest, employees must not accept gifts, loans or preferential treatment from vendors, contractors, business contacts, residents or other individuals with whom the Village conducts business.

Employees should consult the Village of Lemont Gift Band Ordinance (Appendix C) for further guidance on acceptance of gifts. It is required that all gifts which do not qualify will be politely refused or returned citing the Village's policy as the reason for refusal.

#### **6.14 Losses Involving Personal Property of Employees**

The Village cannot assume responsibility for losses or damages involving personal property, unless subject to prior written agreement. If an individual feels the Village is responsible for causing the loss or damage, a written claim shall be submitted to the Department Director.

The claim shall be reviewed by the Department Director and a formal recommendation shall be made to the Village Administrator.

#### **6.15 Retention of Driving Privileges**

Many employment positions with the Village require the operation of motor vehicles. It shall be the responsibility of such employees to retain a valid driver's license while employed with the Village. Employees shall be required to notify the department Director of any suspension or revocation of driving privileges.

Periodic record checks will be performed to insure that each individual operating a vehicle is properly licensed. If any employee required to operate a vehicle as part of his/her job duties is found to have a suspended or revoked license, that employee shall be subject to disciplinary procedures.

#### **6.16 Outside Employment**

Employees may have outside employment provided that such employment does not interfere with the employee's ability to devote primary attention to the work requirements of the Village. Sworn employees shall not have outside employment unless specifically authorized by the Chief of Police. Employees shall be prohibited from participating in outside employment which may involve any of the following conditions:

- A. Utilization of official information not available to the general public.
- B. Utilization of Village time, facilities or equipment, except for special Police details.
- C. Activities which are, or may appear to be, a conflict of interest.
- D. Acceptance of employment with a vendor or individual which requires approval or review of any department of the Village.
- E. Activities which are prohibited by Federal, State or local statutes.

#### **6.17 Political Activities and Affiliations within the Village of Lemont**

Village employees may participate in political affairs at any level of government provided that such participation does not adversely affect the performance of the employee or adversely affect the conduct of Village business. Employees may not involve themselves in any political activity during assigned working hours.

See Appendix A – POLITICAL ACTIVITY.

No Village employee may be appointed, promoted, dismissed or retained on the basis of his/her political activities or views. No employee shall be coerced to participate in political campaigns, solicit votes or contribute funds for any political office.

Any full or part-time Village employee who wishes to run for Village President, Village Trustee or Village Clerk of the Village of Lemont must first take an unpaid leave of absence from employment with the Village. This leave is to commence with the first formal activities of the employee to obtain nomination or election to the office and will end upon the completion of all activities connected with the office.

### **6.18 Dress Code**

All employees shall be neat and respectable in their appearance and wear appropriate clothing necessary to perform their duties including interaction with the public. Public Works and Water employees shall wear shirts and any necessary protective clothing. The Village may provide clothing which identifies the employee as a representative of the Village.

Uniforms may be provided in accordance with Departmental Rules and Regulations.

### **6.19 Smoke Free Workplace and Tobacco Use**

In order to maintain a healthy environment for employees and members of the public transacting business in Village facilities, to maintain the cleanliness of Village facilities and vehicles, and to present a professional and business-like appearance to members of the public, use of tobacco products inside Village vehicles and facilities is not permitted. Additionally, Village ordinances prohibit smoking in public places and places of employment. Employees are prohibited from using tobacco products inside any Village facility or vehicle, or while on Village business that may involve contact with the public. Smoking in approved areas while on authorized break periods is permitted.

### **6.20 Preventing and Reporting Workplace Violence**

Preventing workplace violence begins with the awareness that violence can occur anywhere and at anytime. Consequently, every person that interacts with the Village of Lemont's workplace is responsible for helping prevent violence.

Workplace violence can include:

- Verbal, written or physical threats of violence;
- Assault and battery;
- Attempted murder or murder;

- Plots to damage a facility or to intimidate, hurt or kill employees or others that interact with the workplace; and
- Other violent actions or crimes at work or during work-related events or directed toward any employee or workplace participant while performing his or her job duties.

The Village of Lemont prohibits all forms of violence. Any employee that threatens, plots to commit or commits a violent act is subject to discipline, including termination.

#### **A. Reporting Threats, Suspicions, Concerns**

Should life-threatening violence occur in the workplace or at a work event or anywhere an employee is performing their job duties, you should call law enforcement and take yourself away from the threat immediately.

If you have witnessed an act of violence using deadly or potentially deadly force, call 911 immediately, and, if possible, inform your supervisor at once so long as you can do so without placing yourself or other workplace participants at risk.

If you have a reasonable suspicion that an act of violence is about to occur, you should call 911, and, if possible, your supervisor.

If you have concerns that an employee or other workplace participant may commit an act of violence or if you have heard rumors of potential violence from employees or others that interact with your workplace, you should contact your supervisor, and if applicable, contact law enforcement.

If you have questions, suggestions or concerns about this section, please contact your supervisor or the HR Generalist.

### **6.21 Confidentiality**

All employees must safeguard confidential information obtained as a result of working for the Village. This confidential information includes all information not generally known that could cause the Village or any of its employees injury, embarrassment, or loss of reputation or goodwill if this information is disclosed to the general public (and not subject to the Freedom of Information Act “FOIA”). This information includes, but is not necessarily limited to, information concerning members of the public, employee health information and any material specifically identified by the Village as Confidential.

Access to confidential information should be on a “need to know” basis and must be authorized by a supervisor. Unauthorized use or disclosure of any confidential information will cause irreparable harm to the Village. The Village may seek all remedies available under the law for any threatened or actual unauthorized use or disclosure of confidential information. Any employee who is unsure about the confidentiality of any information should immediately seek the assistance of

management prior to disclosing such information.

All confidential information shall remain the sole property of the Village, and all copies must be returned to the Village upon termination or upon demand at any other time.

## **6.22 Weapons-Free Workplace**

1. In order to promote the objectives of its Workplace Violence Policy, and to protect its employees' and residents' safety and welfare, the Village prohibits the possession of firearms and dangerous weapons by employees at anytime and anywhere on any property owned, leased or controlled by the Village (other than public right of way), or any time or anywhere while on duty or performing Village work.
2. For purposes of this policy:
  - a. "Firearm" means any handgun, rifle, shotgun or any other type of "firearm" as that term is defined by State Law or in the Lemont Village Code.
  - b. "Dangerous weapon" means any type of dangerous knife (such as switchblade or ballistic knives), bludgeon or other weapon whose possession is a criminal offense under the State of Illinois Criminal Code.
3. Except as set forth below, it is the policy of the Village that all firearms or dangerous weapons of any type, concealed or unconcealed, are prohibited anywhere and at any time on any property owned, leased or controlled by the Village, including parking areas, regardless of whether the person is licensed to possess or carry the weapon or not.
4. All Village employees, except as exempted below, including contract and temporary employees, are prohibited from possessing any firearm or dangerous weapon at anytime and anywhere on any property owned, leased or controlled by the Village, including parking areas. Possession includes, but is not limited to, keeping or possessing a firearm or dangerous weapon in a private motor vehicle parked on Village property, in one's purse, briefcase or other possessions, in lockers or desks, or any other place whatsoever on any property owned, leased or controlled by the Village, regardless of whether the person is licensed to possess or carry the weapon or not.
5. Village employees, except as exempted below, including contract and temporary employees, are prohibited from possessing or carrying firearms or dangerous weapons outside of Village property while acting within the course of their employment, regardless of whether the person is licensed to possess or carry the weapon. Possession includes, but is not limited to,

keeping or possessing a firearm or dangerous weapon in a Village vehicle or a private motor vehicle while used within the course of employment, or kept in one's purse, briefcase or other possessions while acting within the course of employment.

6. Concealed Carry Licensee / Parking Lot Limited Exception. A Licensee may carry a Handgun on or about his or her person within a vehicle in a Parking Area and may store a Handgun or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in a Parking Area. In addition, a Licensee may carry a concealed Handgun in the immediate area surrounding his or her vehicle within a Parking Area only for the limited purpose of storing or retrieving the Handgun within the vehicle's trunk, provided the Licensee ensures the Handgun is unloaded prior to exiting the vehicle. Any individual acting pursuant to this exception must have physical possession of their Concealed Carry License.
  - a. "Handgun" means any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand. "Handgun" does not include: (1) a stun gun or taser; (2) a machine gun as defined in item (i) of paragraph (7) of subsection (a) of Section 24-1 of the Criminal Code (720 ILCS 5/24-1); (3) a short-barreled rifle or shotgun as defined in item (ii) of paragraph (7) of subsection (a) of Section 24-1 of the Criminal Code (720 ILCS 5/24-1); or (4) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter, or which has a maximum muzzle velocity of less than 700 feet per second, or which expels breakable paint balls containing washable marking colors.
  - b. "Licensee" means an individual who is licensed to carry a loaded or unloaded handgun on or about his or her person completely or mostly concealed from view of the public or on or about his or her person within a vehicle pursuant to the Firearm Concealed Carry Act.
  - c. "Parking Area" means any parking area on any property owned, leased or controlled by the Village.
7. Exempt employees – This policy does not apply to members of the Village of Lemont of Police Department to the extent that their duties require them to carry a firearm.
8. Violation of this policy may result in discipline up to and including dismissal and possible criminal prosecution.

Employees who have a question about this policy, or become aware of anyone

acting in violation of this policy, are required to notify the Police Chief immediately.

**ARTICLE VII - CORRECTIVE COUNSELING AND GRIEVANCE PROCEDURES**

**7.1 Employee Corrective Counseling**

The continued employment of each Village employee shall be contingent upon adherence to acceptable norms of conduct, satisfactory job performance, and compliance with the rules and regulations of the Personnel Policy Manual or any other Village organizational rules and regulations, and the need of the Village to maintain the employee's job position. Such adherence is necessary to maintain an efficient and equitable organization and work environment.

Department Directors and supervisors shall discuss any deficiencies or work related problems with individual employees. It is the responsibility of an employee to correct any faults in performing his/her duties and abide by the rules and regulations of the Village. Failure to abide by this basic organizational requirement shall result in corrective counseling procedures.

**7.2 Corrective Counseling Procedures**

Village corrective counseling procedures may be of a progressive nature whenever appropriate. Such a progression may involve increasingly severe counseling measures listed as follows:

- A. Verbal warning administered by Village Administrator, Department Director or supervisor with possible written documentation submitted to employee personnel file.
- B. Written warning administered by Village Administrator, Department Director or supervisor with copy submitted to employee personnel file.
- C. Suspension (1-3 days) without pay by Department Director with written documentation submitted to Village Administrator and employee personnel file. Suspension in excess of 3 days (up to 30 days) must be approved by the Village Administrator.
- D. Recommendation of dismissal by department Director to Village Administrator with written documentation submitted to employee personnel file.

If corrective counseling action warrants deviating from progressive steps, the Village may take such necessary action. When deviating from progressive procedures, the Village personnel should weigh actions in the context of the severity of the offense, previous counseling action, and previous corrective action attempted.

If an employee disagrees with the actions or facts related to any counseling measures taken by management personnel and seeks to appeal such a decision, such employee shall have the right to file a grievance as outlined in Article VII



(7.4, 7.5).

During a disciplinary suspension an employee shall not accrue sick leave, vacation leave or receive holiday pay.

Suspension or termination of sworn police personnel shall be governed by State statutes and the rules and regulations of the Board of Fire and Police Commissioners.

### **7.3 Corrective Counseling**

Corrective counseling measures shall be applied in cases involving unacceptable job performance or misconduct. The following list shall include, but not be limited to, those acts considered to be grounds for corrective counseling action:

- A. Violation of any rule, regulation or provision of the Personnel Policy Manual, or any other organizational rules and regulations.
- B. Intentional refusal or failure to perform any valid request, instruction or order of a supervisor.
- C. Engaging in conduct unbecoming a public employee.
- D. Usage, possession, or being under the influence of illegal drugs or alcoholic beverages while on duty or on Village property.
- E. Falsification of any document, information, report, or statement.
- F. Willful abuse, neglect or carelessness resulting in damage to public or private property or equipment.
- G. Unsafe, illegal or hazardous operation of equipment or vehicles.
- H. Refusal to submit to a medical exam if requested by the Village Administrator.
- I. Absence without official authorization, or habitual absenteeism or tardiness.
- J. Failure to properly report any accident or personal injury.
- K. Conviction of a felony or other crime involving moral turpitude.
- L. Unauthorized use of Village equipment, property, services or funds.
- M. Failure or inability to adequately meet the minimum work requirements as listed in the employee job description and as established by the department Director.
- N. Failure to address deficiencies noted by supervisory personnel during

formal or informal reviews.

- O. Any other act, or failure to act, which may disrupt Village operations, endanger the health or well being of the public or another employee, or bring discredit to the Village of Lemont.

#### **7.4 Employee Grievances and Disciplinary Appeal**

When an employee may have a dispute, disagreement or problem concerning employment with the Village, it is anticipated that a resolution can be accomplished through informal discussions with supervisory personnel. If an employee feels that a resolution cannot be attained through informal means, formal grievance procedures may be initiated.

A grievance may be filed by any employee in response to any problem, concern, disagreement, disciplinary action or unresolved matter related to employment with the Village. A grievance may not be filed in regard to decisions rendered by any Village official under General Management Rights as outlined in Article I (1.6) of the Personnel Policy Manual.

#### **7.5 Grievance Procedure and Disciplinary Appeal**

The following steps shall be followed in filing a grievance. Special attention should be given to the time limits established for proceeding with any such filing. Sworn personnel shall be subject to grievance procedures as specified by State statutes.

##### Step 1.

The employee shall verbally notify the supervisor or Department Director of the topic of concern within a reasonable time from the date of incident but no later than 30 days after said incident. The supervisor or Department Director provides a response to the employee within ten (10) working days of the employee notification. If the supervisor or Department Director does not provide a response, or if the response does not satisfy the employee, the employee shall have the option to proceed to Step 2.

##### Step 2.

Within five (5) working days of the supervisor or Department Director's verbal response, the employee shall prepare a written statement outlining the nature of the grievance, and shall present it to the Department Director. The Department Director shall respond in writing no later than five (5) working days from receiving the written notice. If the written response does not satisfy the employee, or if the Department Director does not provide a timely response, the employee shall have the option to proceed to Step 3.

##### Step 3.

If the grievance is not settled at Step 2, it shall be referred by the employee in writing to the Village Administrator within five (5) business days of after receipt of the Department Director's answer to Step 2. The Village Administrator shall undertake the necessary action to investigate the problem. The Village Administrator shall schedule a meeting to discuss the matter within five (5) working days of the written request. The meeting shall include the supervisor or Department Director, Village Administrator and the employee. The Village Administrator shall render a decision in the matter within ten (10) working days of the meeting. A written copy of the decision shall be forwarded to the employee and department Director. The decision of the Village Administrator shall be final.

The timetables stated in this section may be extended if mutually agreed upon by the subject individuals.

No employee shall be disciplined or discriminated against in any way because of his or her proper use of the grievance procedure.

Employees have the right to representation during a formal grievance procedure. Employees are allowed reasonable time during working hours for presenting their grievances, and no deductions shall be made from the pay of a grieving employee for time spent in this way as long as it does not disrupt normal business. Employees may call on fellow workers who have personal knowledge and were directly involved in the incident being grieved.

## **ARTICLE VIII - TERMINATION OF EMPLOYMENT**

### **8.1 Resignation**

To resign in good standing, an employee must submit a written statement to the department Director at least fourteen (14) calendar days prior to leaving Village employment. Managerial personnel shall be required to provide a minimum notice of twenty-one (21) calendar days prior to leaving Village employment. The statement shall be forwarded to the Village Administrator and made part of the employee's permanent personnel file.

Any employee who fails to provide proper notice of resignation shall not be considered for any future position with the Village.

### **8.2 Retirement**

Any employee seeking to retire shall be subject to the same resignation procedures as outlined in Article VIII (8.1).

### **8.3 Exit Interview**

Exit interviews may be requested by the employee, department Director or Village Administrator upon notice of a pending resignation. The exit interview shall be considered voluntary on the part of the employee and shall not affect any compensation or benefits due to an employee.

The purpose of an exit interview shall be to provide feedback to Village management on employment matters including: working conditions, compensation, job satisfaction, quality of supervision and training, and suggestions for improvement.

### **8.4 Return of Village Property**

Prior to leaving the employment of the Village, all employees are required to return any Village-owned property to their immediate supervisor. Such property shall include the employee identification card, keys to Village facilities or vehicles, tools, office supplies or any other property.

## APPENDIX A – POLITICAL ACTIVITY

The Illinois State Officials and Employees Ethics Act prohibits certain types of political activity by public employees. Violations of this law are criminal offenses. As required by the State Officials and Employees Ethics Act, Lemont has adopted local ordinances also prohibiting certain types of political activity by public employees. Violations of these laws and ordinances, in addition to potentially resulting in criminal prosecution, are also grounds for discipline up to and including dismissal.

The Illinois State Officials and Employees Ethics Act makes it illegal for any public employee to engage in any activity it defines as “*prohibited political activity*” during any compensated time (other than vacation, personal, or compensatory time off).

The Illinois State Officials and Employees Ethics Act makes it illegal for any public employee to intentionally misappropriate any public property or resources by engaging in any “*prohibited political activity*” for the benefit of any campaign for elective office or any political organization.

The Illinois State Officials and Employees Ethics Act makes it illegal for any supervisory public employee to require any public employee to perform “*prohibited political activity*” as part of that employee’s duties, as a condition of employment or continued employment, or during any paid time off from work (such as vacation, personal, or compensatory time off). No public employee may be required to participate in any “*prohibited political activity*” in consideration for that employee being awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise.

The Illinois State Officials and Employees Ethics Act defines “*prohibited political activity*” as employees, either during compensated time or using any public property or resources:

- a. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- b. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- c. Soliciting, planning the solicitation of, or preparing any document or report regarding any thing of value intended as a campaign contribution.
- d. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- e. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

- f. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- g. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- h. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
- i. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- j. Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective office or on behalf of a political organization for political purposes.
- k. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- l. Campaigning for any elective office or for or against any referendum question.
- m. Managing or working on a campaign for elective office or for or against any referendum question.
- n. Serving as a delegate, alternate, or proxy to a political party convention.
- o. Participating in any recount or challenge to the outcome of an election.

In addition to activities prohibited by State law, Village employees are reminded that they are required to perform all duties without regard to any resident's or person's political affiliations, and all employees shall make them comfortable and welcome. To those ends, Village employees are prohibited from:

- a. Engaging in any prohibited political activity as described above at any time while wearing a Village uniform, or while representing themselves as a Village employee.
- b. Wearing a campaign button, hat or badge while the employee is on duty, while wearing a Village uniform, or while representing themselves as a Village employee.
- c. Soliciting, collecting or receiving any subscription or contribution for a partisan election, political party, candidate or issue while representing themselves as a Village employee.

- d. State or imply to any person in the course of any political activity that the employee, by virtue of his or her employment with the Village, has the ability to influence improperly any tribunal, legislative body, or government agency or official, or to obtain any special advantage in a matter involving the Village.
- e. Engaging in any type of harassment.

If an employee desires to engage in any political activity and is unsure if the activity is prohibited by the provisions of this section, the employee should make written request of the Village Administrator to rule in advance of the permissibility of the particular activity. The Village Administrator will respond within seven (7) working days of receipt of the written request.

Village employees are prohibited from holding any other public office with any public entity, including the Village, whether by appointment or election, that would create a conflict of interest, or create the reasonable appearance of a conflict of interest, or which is legally incompatible with the employee's job with the Village. Acceptance of, or election to, a legally incompatible public office or one which creates a conflict of interest or the appearance of a conflict of interest, will be considered a resignation by the employee from their employment with the Village.

**APPENDIX B – TRAVEL REQUEST FORM**

[Please see attached.]



**APPENDIX C – GIFT BAN ORDINANCE**

[Please see attached Ordinance No. O-08-04  
ORDINANCE AMENDING CHAPTER 2.86 OF THE LEMONT MUNICIPAL CODE  
GOVERNMENTAL ETHICS AND STATE GIFT BAN ACT.]

**APPENDIX D – TUITION REIMBURSEMENT APPLICATION FORM**

[Please see attached.]

VILLAGE OF LEMONT  
418 Main Street, Lemont IL 60439  
630-257-1590

TUITION REIMBURSEMENT APPLICATION FORM

PLEASE PRINT

APPLICANT'S NAME \_\_\_\_\_ DATE OF HIRE \_\_\_\_\_

DEPARTMENT NAME \_\_\_\_\_ JOB TITLE \_\_\_\_\_

PRINCIPAL FUNCTION OF CURRENT JOB \_\_\_\_\_

| <u>COURSE TITLE AND NUMBER</u> | <u>CREDITS</u> | <u>TUITION</u>  |
|--------------------------------|----------------|-----------------|
| _____                          | _____          | _____           |
| _____                          | _____          | _____           |
| _____                          | _____          | _____           |
|                                | <b>TOTAL</b>   | <b>\$ _____</b> |

COURSE DATES FROM \_\_\_\_ TO \_\_\_\_ INSTITUTION \_\_\_\_\_

ADDRESS \_\_\_\_\_ MAJOR \_\_\_\_\_

CANDIDATE FOR CERTIFICATE/DEGREE OF \_\_\_\_\_

CREDITS COMPLETED: \_\_\_\_\_ CREDITS REQUIRED: \_\_\_\_\_

I, the undersigned, understand and agree to the terms and conditions of the Village of Lemont Tuition Reimbursement Program.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT DIRECTOR APPROVAL

\_\_\_\_\_ is a full time employee of the Village of Lemont and is in  
(Employee's name)  
in good standing. The course (s) listed above are:

|                            | <u>YES</u> | <u>NO</u> |
|----------------------------|------------|-----------|
| related to current job     | _____      | _____     |
| related to future position | _____      | _____     |

If relate to future position, please explain: \_\_\_\_\_

Department Director's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION OF COURSE COMPLETION** (To be completed by the employee after completion of courses)

I have satisfactorily completed the courses listed below and have paid \$ \_\_\_\_\_ in tuition and program allowed fees for those courses in the amounts indicated. Attached are copies of my bills, my canceled checks and my grade report.

| <u>COURSE TITLE</u> | <u>TUITION - RELATED FEES</u> |
|---------------------|-------------------------------|
| _____               | _____                         |
| _____               | _____                         |
| _____               | _____                         |

(Check one) I am \_\_\_ I am not \_\_\_ receiving specific financial aid for tuition from other sources.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT DIRECTOR APPROVAL** (To be completed by the employee's Department Director)

\_\_\_\_\_ This employee was a permanent, full time employee at the completion of the course.

DEPARTMENT DIRECTOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL** (To be completed by Department Director)

Previous assistance granted in the current year \$ \_\_\_\_\_ Reimbursement approved in the amount of \$ \_\_\_\_\_.

VILLAGE ADMINISTRATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

If assistance is received under any other program, furnish details below:

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX E – REQUEST TO REVIEW PERSONNEL FILE FORM**

[Please see attached.]

**VILLAGE OF LEMONT**  
**418 Main Street, Lemont IL 60439**  
**630-257-1590**

**REQUEST TO REVIEW PERSONNEL FILE**

**EMPLOYEE NAME (Please Print)** \_\_\_\_\_

**DATE** \_\_\_\_\_

I request an appointment to view my personnel file with the HR Generalist. I understand that the file must be reviewed in the presence of the HR Generalist and that no part of the personnel file may be removed from the office.

If an employee shall disagree with any of the information contained in the personnel file, that individual shall have the right to submit a written rebuttal which will be made part of the personnel file.

Photocopies of the file, or portions of the file, may be requested by the employee. Within reason, the Human Resources Generalist will provide photocopies. For extensive copying, the employee may need to pay for the photocopies.

Employee  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**HR Use Only**

Schedule Review  
Date: \_\_\_\_\_

Copies Requested \_\_\_No \_\_\_Yes (if yes, list items requested).

HR Signature \_\_\_\_\_ Date: \_\_\_\_\_

# **Village Board**

## **Agenda Memorandum**

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To: Mayor & Village Board

From: Ralph Pukula , Public Works Director

Subject: 2015 MFT Maintenance Program

Date: March 23, 2015

### **BACKGROUND/HISTORY**

The department of Public works desires to use Motor Fuel Tax (MFT) money for the purchase of materials needed in its normal annual operations, such as road salt, blacktop for patching streets and alleys, street and roadway signs, gravel, maintenance parts and energy for street lighting. Also in this resolution, parkway fill, and traffic signal maintenance.

In order to accomplish this, a municipal estimate of maintenance cost form needs to be compiled and a resolution for maintenance of streets and highways must be passed. The estimated maintenance cost to be funded with MFT funds is \$454,500.

### **RECOMMENDATION**

The resolution must be passed to use MFT funds (\$454,500) for the above stated.

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

- Municipal estimate of maintenance costs
- Request for expenditure/ Authorization of MFT funds
- IDOT resolution for maintenance



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 \$454,500.00 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, 2015 to December 31, 2015.

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 a 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 March 23, 2015

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23rd day of March, 2015.

(SEAL) Village Clerk

Approved
Regional Engineer
Department of Transportation
Date





|                              |
|------------------------------|
| <b>For District Use Only</b> |
| Transaction Number _____     |
| Date _____                   |
| Checked by _____             |

Municipality Lemont

County Cook, DuPage, & Will

Rd. District 1

Section 2015-00000-00-GM

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

| <b>Purpose</b>   | <b>Amount</b>        |
|--|----------------------|
| Contract Construction .....                                    | _____                |
| Day Labor Construction .....                                   | _____                |
| Right-of-Way (Itemized On Reverse Side) .....                  | _____                |
| Engineering.....   | _____                |
| Maintenance Engineering .....                                  | _____                |
| Engineering Investigations.....                                | _____                |
| Other Category .....   | _____                |
| Obligation Retirement.....                                     | _____                |
| Maintenance .....  | 454,500.00           |
| Co. Eng./Supt. Salary & Expenses (Period from _____ to _____ ) | _____                |
| IMRF or Social Security .....                                  | _____                |
| Interest _____   | _____                |
| _____  | _____                |
| _____  | _____                |
| <b>Total</b>   | <b>\$ 454,500.00</b> |

Comments \_\_\_\_\_

Date \_\_\_\_\_ , \_\_\_\_\_

Signed by \_\_\_\_\_

George Schafer, Administrator  
Title of Official

|                                     |
|-------------------------------------|
| <b>Approved</b>                     |
| _____                               |
| Date                                |
| <b>Department of Transportation</b> |
| _____                               |
| Regional Engineer                   |

### Itemization of Right-of-Way Request

| Location of Property |                     |                 | Name of Owner | Acres<br>Right-<br>of-Way | Cost of<br>Land<br>Taken | Cost of Damage<br>to Land<br>Not Taken | Total |
|----------------------|---------------------|-----------------|---------------|---------------------------|--------------------------|--|-------|
| Street               | Between<br>(Street) | And<br>(Street) |               |                           |                          |  |       |
|                      |                     |                 |               |                           |                          |  |       |
|                      |                     |                 |               |                           |                          | <b>Total \$</b>                        |       |

# **Village Board**

## **Agenda Memorandum**

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To: Mayor & Village Board

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

Subject: Public Hearing on the FY16 Proposed Annual Operating Budget

Date: March 23, 2015

### **BACKGROUND/HISTORY**

Pursuant to State Statute (65 ILCS 5/8-2-9.9), a public hearing on the Village's FY16 Proposed Annual Operating Budget must be held, and notice given, prior to passage of the budget by the Village Board. Staff is recommending two public hearings, one on March 9, 2015 and another one on March 23, 2015, to give the public multiple opportunities to present oral and written comments regarding the budget. The attached public notice was published in the Lemont Suburban Life on March 13, 2015

### **RECOMMENDATION**

Hold the Public Hearing on March 23, 2015.

### **ATTACHMENTS**

- 1) Public Notice

## NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given to all persons interested that the President and Board of Trustees of the Village of Lemont, Cook, DuPage and Will County will hold a public hearing on March 23, 2015 at 7:00 pm in the Village Board Room of the Lemont Village Hall, 418 Main Street, Lemont, IL. The hearing will be held to consider the proposed Village of Lemont Annual Budget for the 2015-2016 fiscal year which begins May 1, 2015. All interested citizens of the Village of Lemont are invited to attend. The following budget is proposed for fiscal year 2015-16:

Proposed Annual Budget for the 2015-16 Fiscal Year -\$26,500,000

The proposed budget may be examined at the Lemont Village Hall on weekdays during normal business hours of 8:30 am to 5:00 pm at the Finance Department and on the village's website [www.lemont.il.us](http://www.lemont.il.us).

All interested citizens will have the opportunity to give written and oral comments.

By: Is/Charlene M. Smollen Title: Village Clerk

# Village Board

## Agenda Memorandum

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To: Mayor & Village Board

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

Subject: FY16 Capital Improvement Program

Date: March 23, 2015

### **BACKGROUND/HISTORY:**

Staff began the FY16 Capital Improvement Program September 2014. All capital requests were submitted to Finance in November 2014. On January 14, 2015 the program was discussed with the Board at a Committee of the Whole meeting. Per the budget and capital discussions, the staff recommended and the Village Board concurred that for fiscal year 2016 the Village will suspend the Road Reconstruction Program. Staff will review the budget and road program with the Village Board in July/August 2015 when the State Budget is passed.

### **DISCUSSION:**

The attached resolution formally authorizes the projects approved by the Village Board. Once the resolution is passed various construction projects can go out for bid. The Capital Improvement Program is a guideline for the budgeting and expenditure of funds for capital improvements of the Village of Lemont during fiscal year 2016. However, nothing in the Capital Improvement Program shall create an entitlement for any person or entity to have a particular improvement or expenditure made without formal approval by the Village Board. All expenditures and revenue for the Capital Improvement Program have been incorporated into the FY2016 Proposed Annual Operating Budget that is scheduled to be approved on April 13, 2015.

### **RECOMMENDATION:**

Pass the resolution adopting the FY2016 Capital Improvement Program.

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

**A Resolution Approving the Capital Improvement Program for the Village of Lemont  
For Fiscal Year 2016**

**WHEREAS**, the Village of Lemont (“Village”) Village Administrator proposed to the Village Board a Capital Improvement Program for fiscal year 2016: and

**WHEREAS**, the Village Board is desirous of approving the program in order to plan and provide for the development and construction of capital improvements.

**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 Capital Improvement Program for the Village of Lemont for fiscal year 2016 is hereby approved in the amount of \$4,579,000.00.

**Section Three:** The Capital Improvement Program shall be a guideline for the budgeting and expenditure of funds for capital improvements of the Village of Lemont during fiscal year 2016. However, nothing in the Capital Improvement Program shall create an entitlement for any person or entity to have a particular improvement made or required the Village to expend any money without formal approval of the same by the Village Board.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE,  
ILLINOIS on this 23<sup>rd</sup> day of March, 2015.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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

Village of Lemont  
FY16-20 Capital Improvements Program

| CIP NAME  | FY16         | FY17         | FY18         | FY19         | FY20         | Funding Uses     | Funding Sources         |
|---|--------------|--------------|--------------|--------------|--------------|------------------|-------------------------|
| Stephen Street Water Main Replacement-North of River Street - Phase I | 80,000       | -            | -            | -            | -            | Water/Sewer      | User Fees               |
| Annual Sanitary Sewer Cleaning & Televising Program                   | 39,000       | 39,000       | 39,000       | 39,000       | 39,000       | Water/Sewer      | User Fees               |
| Water Supply Study Update   | 25,000       | -            | -            | -            | -            | Water/Sewer      | User Fees               |
| Buffett Harbor Detention Rehabilitation                               | 23,000       | -            | -            | -            | -            | Water/Sewer      | User Fees               |
| Annual Water Main Replacement Program                                 | 1,050,000    | 570,000      | 570,000      | 570,000      | 570,000      | Water/Sewer      | Bond/Developer          |
| Bell Road Utility Extension   | 1,997,000    | -            | -            | -            | -            | Water/Sewer      | Bond/Developer          |
| IMTT Culvert Replacement  | 490,000      | -            | -            | -            | -            | Water/Sewer      | Developer Contributions |
| Keepataw - Hillview Storm Drain Replacement and Re-Route              | 90,000       | -            | -            | -            | -            | Water/Sewer      | User Fees               |
| Annual MFT Road Resurfacing & Pavement Marking Program                | 0            | 445,000      | 445,000      | 445,000      | 445,000      | MFT              | User Fees               |
| I&M Canal Water Enhancement: West of Ed Bossert Dr to Stephen St      | 345,000      | -            | -            | -            | -            | Downtown TIF     | TIF                     |
| I&M Canal & Centennial Cal-Sag Trail                                  | 145,000      | 80,000       | 80,000       | 1,360,000    | 480,000      | Road Improvement | Taxes/Grants            |
| McCarthy Road Bike Paths: Illinois St to Walker Rd                    | 145,000      | 120,000      | 850,000      | 300,000      | -            | Road Improvement | Taxes/Grants            |
| Sidewalk Repair   | 25,000       | 25,000       | 25,000       | 25,000       | 25,000       | Road Improvement | Taxes/Grants            |
| Emerald Ash Borer (EAB)   | 100,000      | 150,000      | 150,000      | 150,000      | 150,000      | Road Improvement | Taxes                   |
| New Wayfinding Signs - Downtown                                       | 25,000       | -            | -            | -            | -            | General Fund     | Taxes                   |
| School Sidewalks  | -            | 25,000       | 25,000       | 200,000      | 370,000      | General Fund     | Taxes                   |
| Bike Route Signs  | -            | 15,000       | -            | -            | -            | General Fund     | Taxes                   |
| Castle Bowl Drainage Channel Repairs - North of Logan Street          | -            | 23,000       | -            | -            | -            | Water/Sewer      | Developer Contributions |
| Illinois Street & Pruyne Street Water Main Replacement                | -            | 300,000      | -            | -            | -            | Water/Sewer      | User Fees               |
| Stephen Street Water Main Replacement, North of River St.-Phase 2     | -            | 148,000      | -            | -            | -            | Water/Sewer      | User Fees               |
| Stephen Street Resurfacing: Illinois St. to BNSR Railroad Viaduct     | -            | 385,000      | -            | -            | -            | Road Improvement | Taxes                   |
| Stephen Street Brick Paver Replacement-Illinois St to River St        | -            | 475,000      | -            | -            | -            | Road Improvement | Taxes                   |
| IL Route 83 and Main Street Pathways by IDOT                          | -            | 90,352       | -            | -            | -            | Road Improvement | Grants                  |
| Gateway Signs   | -            | 100,000      | 100,000      | 100,000      | 100,000      | Gateway TIF      | TIF                     |
| I&M Canal - South Side Landscaping                                    | -            | 428,500      | -            | -            | -            | Canal TIF        | TIF                     |
| I&M Canal Wall Restoration: Ed Bossert Dr to Stephen St               | -            | 345,000      | -            | -            | -            | Canal TIF        | TIF                     |
| Downtown Gateway  | -            | 100,000      | -            | -            | -            | General Fund     | Taxes                   |
| Bridge Repairs  | -            | 255,000      | -            | -            | -            | Road Improvement | Taxes                   |
| Stephen Street Overlook   | -            | -            | 490,500      | -            | -            | Canal TIF        | TIF                     |
|   | \$ 4,579,000 | \$ 4,118,852 | \$ 2,774,500 | \$ 3,189,000 | \$ 2,179,000 |                  |                         |





Village of Lemont  
*Planning & Economic Development Department*

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418 Main Street · Lemont, Illinois 60439  
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves  
Village Board of Trustees

FROM: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Objection to Cook County Special Use

DATE: March 20, 2015

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#### **SUMMARY**

Recently the Village was notified of an application for a special use for a unique use for a fashion boutique in a residential zoning district at 12697 Archer Avenue. Since this property is immediately adjacent to the Village and is inconsistent with Lemont 2030, our recently adopted comprehensive plan, the Village intends to object to the special use. Attached is a resolution stating the Village's objection and authorizing staff to present the objection at the public hearing on March 25.

#### **BOARD ACTION**

Vote on the attached resolution.

#### **ATTACHMENTS**

Resolution of Objection for the Record to the Cook County Zoning Board of Appeals Regarding a Special Use for an Unique Use to Allow a Fashion Boutique at 12697 S. Archer Avenue.

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

**RESOLUTION OF OBJECTION FOR THE RECORD TO THE COOK COUNTY ZONING BOARD OF APPEALS REGARDING A SPECIAL USE FOR AN UNIQUE USE TO ALLOW A FASHION BOUTIQUE AT 12697 S. ARCHER AVENUE**

**WHEREAS**, the Village of Lemont (“Village”) is an Illinois Municipal Corporation duly constituted under the Illinois Constitution and Illinois Statutes; and

**WHEREAS**, the Village, under the Illinois Municipal Code, has authority to implement a comprehensive plan to land situated within the corporate limits and contiguous territory not more than one and one-half miles beyond the corporate limits and not included in any municipality; and

**WHEREAS**, Cook County’s Zoning Board of Appeals (“Zoning Board”) is considering an application for a Fashion Boutique including a showroom, photography studio, coffee shop, office space, lounge area, and sleep area for overtime/inclement weather (“Application”) at 12697 S. Archer, Cook County, IL (“Subject Property”); and

**WHEREAS**, the entire boundary of the Subject Property is located within one and one-half miles of the Village’s corporate boundary and is therefore located directly in the statutorily authorized planning area of the Village; and

**WHEREAS**, the Village President and Board of Trustees (“Village Board”) have reviewed the Application; and

**WHEREAS**, the Village Board has reviewed the standards upon which the Zoning Board is required to base its findings for a recommendation for a special use as a unique use; and

**WHEREAS**, the Village Board has also reviewed both Lemont 2030 (the Village’s Comprehensive Plan) and the adjacent and surrounding zoning districts and uses;

**WHEREAS** the Village Board finds that:

1. the Subject Property is located entirely within the Village's planning area subject to Lemont 2030; and
2. the proposed Special Use is inconsistent with Lemont 2030; as the Subject Property is not located at a major intersection, which is inconsistent with Lemont 2030's recommendations to concentrate future commercial activity around major intersections; and
3. the proposed Special Use is inconsistent with Lemont 2030's Future Land Use Map, which has the Subject Property, as well as the surrounding area, including all adjacent areas, designated as a residential use allowing single family homes; and
4. the proposed Special use is inconsistent with the existing land use of the adjacent parcels, which are residential properties; and
5. the Subject Property is zoned R-3, Single Family Residence District and the proposed commercial use is not an authorized use in the R-3 zoning, per Cook County's zoning ordinance, as the County Code states "all commercial activities are prohibited, except for selected recreation and sanitary uses.";

**WHEREAS**, the Village Board finds that allowing the proposed use will have a direct and negative impact upon the surrounding residential area and the general health, welfare and safety of the Village;

**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 of Lemont formally objects to the application for a special use for an unique use to allow a Fashion Boutique, as described in the application

**SECTION THREE:** Charity Jones, the Village's Planning & Economic Development Director, or her designee, is hereby authorized to present this objection and speak on the Village of Lemont's behalf at the upcoming public hearing for this application, as well as any other subsequent public hearings or other opportunities regarding the Special Use application;

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

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

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

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

ATTEST:

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