

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

SPEICAL VILLAGE BOARD MEETING

March 24, 2014 – 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 10, 2014 VILLAGE BOARD MEETING MINUTES**
 - 2. MARCH 10, 2014 COMMITTEE OF THE WHOLE MEETING MINUTES**
 - 3. MARCH 17, 2014 COMMITTEE OF THE WHOLE MEETING MINUTES**
 - B. APPROVAL OF DISBURSEMENTS**
 - C. AN ORDINANCE AMENDING TITLE V OF THE LEMONT, ILLINOIS MUNICIPAL CODE RELATING TO BUSINESS LICENSES AND REGULATIONS**
 - D. AN ORDINANCE SUPPLEMENTING THE GATEWAY TAX INCREMENT REDEVELOPMENT PROJECT AND PLAN AND THE 2013 REDEVELOPMENT PLAN AND PROJECT FOR THE 2013 AMENDED GATEWAY REDEVELOPMENT PROJECT AREA OF THE VILLAGE OF LEMONT, ILLINOIS**
 - E. AN ORDINANCE GRANTING A VARIATION TO ALLOW A RESIDENTIAL UNIT ON THE FIRST FLOOR OF A PROPERTY LOCATED ON THE MAIN ST. STREET TYPE OF THE DOWNTOWN DISTRICT AT 410 MAIN ST. IN LEMONT, IL (410 MAIN ST.)**
 - F. AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS VILLAGE PROPERTY**
 - G. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND CITY OF LOCKPORT FOR THE EXCHANGE OF MUNICIPAL POLICE VEHICLES**

- H. A RESOLUTION APPROVING THE CAPITAL IMPROVEMENT PROGRAM FOR THE VILLAGE OF LEMONT FOR FISCAL YEAR 2015**
- I. A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE**
- J. A RESOLUTION APPROVING AN AGREEMENT WITH QUICKET SOLUTIONS FOR THE RESEARCH AND DEVELOPMENT OF ELECTRONIC CITATION AND TICKETING**
- K. A RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT GRANT FOR 117 STEPHEN STREET IN LEMONT, IL**
- L. A RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN AND SITE IMPROVEMENT GRANT FOR 212 STEPHEN STREET IN LEMONT, IL**

IV. MAYOR'S REPORT

- A. PUBLIC HEARING ANNUAL BUDGET 2014-15 FISCAL YEAR**
- B. AUDIENCE PARTICIPATION**

V. CLERK'S REPORT

- A. CORRESPONDENCE**

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

XIV. MOTION TO ADJOURN

Minutes
VILLAGE BOARD MEETING
March 10, 2014

The regular meeting of the Lemont Village Board was held on Monday, March 10, 2014, at 6:30 p.m., presided by Mayor Brian Reaves.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. February 24, 2014 Village Board Meeting Minutes
2. February 24, 2014 Committee of the Whole Meeting Minutes

B. Approval of Disbursements

C. Resolution R-9-14 Approving an Agreement for Professional Banking Services with First Midwest Bank.

D. Resolution R-10-14 Authorizing Approval of Submittal of the 2014 Community Development Block Grant (CDBG) Program Year Application.

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

IV. MAYOR'S REPORT

A. Proclamation – National Athletic Training Month. Motion by Chialdikas, seconded by Miklos, to approve said proclamation. VV 5 ayes. Motion passed. Blatzer absent.

B. Proclamation – National Nutrition Month. Motion by Miklos, seconded by Virgilio. VV 5 ayes. Motion passed. Blatzer absent.

C. Public Hearing Annual Budget 2014-2015 Fiscal Year. Motion by Stapleton to open Public Hearing at 7:30 p.m., seconded by Sniegowski. VV 5 ayes. Motion passed. Blatzer absent.

Public Hearing Comment – Jim Ladas commented about the budget and to express grievances of \$150,000 to be spent on studies concerning the proposed sports complex is excessive and should be used to pave alleys, for example.

D. There being no further public comment, Motion to close Public Hearing at 7:41 p.m. made by Sniegowski, seconded by Miklos. VV 5 ayes. Motion passed. Blatzer absent.

E. AUDIENCE PARTICIPATION

1. Arlene Bergman – Disappointed in the Board for not allowing residents to vote on the proposed sports complex.
2. Janet Hughes – Asked if the Board thinks its right to bypass the voters; why the board adopted ordinance O-10-13 after the time period closed for candidates to appear on the ballot; and are they being fiscally responsible.
3. Kevin Cliff – Feels the residents should have a vote in the proposed sports complex. He spoke of a solar plant on a brownfield in another town as possible use for the property.

V. CLERK’S REPORT

A. CORRESPONDENCE

B. Resolution

1. **Resolution R-11-14** Authorizing Approval of an Engineering Agreement with Engineering Resource Associates, Inc. in Conjunction with the IMTT Culvert Improvements. Motion by Stapleton, seconded by Miklos, to adopt said resolution. Roll Call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion Passed. Blatzer absent.
2. Tabled Resolution Approving a Cooperative Fishery Management Agreement with the Illinois Department of Natural Resources.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

- A. The March 5th, 2014 State of the Village Address will be televised on Channel 6 on March 12, 17 and 19th at noon, 5:00 p.m. and 8:00 p.m.

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. MOTION FOR EXECUTIVE SESSION

Motion by Stapleton, seconded by Miklos, to move into Executive Session(s) for the purpose of discussing Collective Bargaining. Roll Call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio; 5 ayes. Motion Passed. Blatzer absent.

XIII. ACTION ON CLOSED SESSION ITEM

XIV. MOTION TO ADJOURN

There being no further business, a motion was made by Sniegowski, seconded by Stapleton, to adjourn the meeting at 7:18 p.m. Voices vote; 5 ayes. Motion passed. Blatzer absent.

**COMMITTEE OF THE WHOLE MEETING
MARCH 10, 2014**

A Meeting of the Village of Lemont Committee of the Whole was held on Monday, March 10, 2014 in the Lemont Village Hall Board Room at 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER – Mayor Reaves called the meeting to order at 7:00 p.m.

II. ROLL CALL – Trustees Paul Chialdikas, Cliff Miklos Rick Sniegowski, Ron Stapleton and Jeanette Virgilio were present. Debby Blatzer, absent.

Also present were Village staff members George Schafer, Charity Jones, Mark LaChappell, Linda Molitor, Chris Smith, Village Attorney Jeff Stein and Andrew Paine.

III. UNFINISHED BUSINESS – None.

IV. DISCUSSION ITEMS

A. 410 Main Street Variation

Owner is seeking a variation from the UDO to allow for a residential unit on the first floor. The front of the first floor is commercial. The Board had no issues with allowing the variation.

B. Lemont 2030 - Comprehensive Plan Update – Housing & Economic Prosperity Element Section

Discussion of the update comprehensive plan began at the February 10 COW meeting. At this March 10th meeting, the update continued by P&ED Director Charity Jones with the section on the Housing Element. As noted, the housing and economic prosperity elements have been substantially edited, since May 2013 when it was last reviewed, to improve clarity and shorten the length of the elements, but no substantial changes have been made to the recommendations of the elements. Minimal discussion took place on various areas which will be considered and/or incorporated in the plan.

C. Title V Update

Village Attorney Jeff Stein reviewed the update with staff input of Title V as indicated in the agenda memorandum and draft ordinance of the agenda packet. As noted, the newly drafted Title V was created using the general direction provided by the Board in 2013. The current draft was updated incorporating staff-level administrative requirements used to enforce and implement such ordinances. During the discussion, Chapter 5.14 – Taxi Cabs was removed. Fees for liquor licenses will now be due at one time, rather than semi-annually and classification fees will be increased.

V. NEW BUSINESS - None

Meeting adjourned at 8:29 PM.

**COMMITTEE OF THE WHOLE MEETING
MARCH 17, 2014**

A Meeting of the Village of Lemont Committee of the Whole was held on Monday, March 17, 2014 in the Lemont Village Hall Board Room at 418 Main Street, Lemont, Illinois.

I. CALL TO ORDER – Mayor Reaves called the meeting to order at 7:00 p.m.

II. ROLL CALL – Trustees Debby Blatzer, Paul Chialdikas, Cliff Miklos Rick Sniegowski, Ron Stapleton and Jeanette Virgilio were present.

Also present were Village staff members George Schafer, Tom Ballard, Charity Jones, Mark LaChappell, Linda Molitor, Ralph Pukula, Kevin Shaughnessy and Chris Smith.

III. DISCUSSION ITEMS

A. Quicket Solutions Inc. Agreement

Quicket Solutions Chief Executive Officer, Christiaan Burner, presented the Quicket Solutions electronic citation and ticketing solutions. As noted in the agenda memorandum, Cook, Will and DuPage Counties and IDOT are moving toward requirement of electronic filing of both citations and accident reports. In an effort to modernize the way ticketing is done and recorded in the Lemont Police Department, Quicket Solutions chose the PD as a test agency for their electronic citation program. The program will have a dramatic increase in efficiency and time. The initial focus will be on e-tickets and crash reports. The proposed agreement is for the months of June and July in which the company will continue to customize and test solutions. The agreement will be presented for approval by the Board at a future Village Board Meeting.

B. Waste Management Contract Negotiation

Waste Management Municipal Marketing Manager, Mike Morley, presented the terms of the new contract to the Board. The existing contract expires on April 30, 2014. The new contract is an 8 year contract, with added services and reduced rates. As noted, during the first year, residents will see a 13% decrease in the monthly fee and seniors will see an 18% monthly decrease. The rates will not increase above what residents pay now until 2020 of the contract year. In addition, residents have the option to upgrade their recycling cart to 96 gallon free of charge during a set period. Senior discount will go from \$2 to \$3. Yard waste season will be extended to December 1 of each year. Other changes were reviewed. It was also suggested that forms for the senior discount could also be provided to residents at the Village Hall, which was agreed upon. The agreement will be presented for approval by the Board at a future Village Board Meeting.

C. FY 2014-15 Operating and Capital Improvement Budget and Annual Fee Ordinance

The proposed draft of the balanced Operating Budget and Capital Plan was presented for discussion by Village Administrator, George Schafer, and Finance Director, Chris Smith. Discussion took place on various items and projects. Previous discussions took place at prior COW meetings and a Public Hearing was held at the March 10, 2014, Village Board Meeting. An additional Budget Public Hearing will be held on March 24, 2014.

Updates made to the Annual Fee Ordinance were presented and discussed. Increases were made to the majority of the fees. In addition, the Board gave direction that the fees for Vehicle Licenses be increased to double the current amount.

All licenses will be moved to be due in January.

The budget ordinance and fee ordinance will be presented for approval at a future Village Board Meeting.

IV. OLD BUSINESS

- A. Cell at Auction Cellular Lease Monetization Options – This item was previously discussed at the December 16, 2013 COW Meeting. The Board was asked for direction on the item on how they want to proceed. The Board gave direction to have the company representative come out to explain the process at a future COW Meeting.

V. NEW BUSINESS - None

Meeting adjourned at 9:08 PM.

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable
Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: Clearing - Accounts Payable					
Check	03/24/2014	8207 Accounts Payable	1st Ayd Corporation		270.50
	Invoice	Date	Description		Amount
	625737	02/25/2014	parts		270.50
Check	03/24/2014	8208 Accounts Payable	Aftermath, Inc.		105.00
	Invoice	Date	Description		Amount
	JC2014-2031	02/28/2014	clean up		105.00
Check	03/24/2014	8209 Accounts Payable	Air 1 Wireless, Inc		342.64
	Invoice	Date	Description		Amount
	AIR1OIN8461	02/25/2014	phone accessories		342.64
Check	03/24/2014	8210 Accounts Payable	Airgas USA, LLC		17.28
	Invoice	Date	Description		Amount
	9916843328	02/28/2014	welding gas tank rental		17.28
Check	03/24/2014	8211 Accounts Payable	Amalgamated Bank of Chicago		1,545.00
	Invoice	Date	Description		Amount
	14-03-01 7006	03/01/2014	Series 2005 fees #7006		515.00
	14-03-01 6007	03/01/2014	Series 2005 fees #6007		515.00
	14-03-01 1001	03/01/2014	Series 2010 bond fees		515.00
Check	03/24/2014	8212 Accounts Payable	AT&T Capital Services, Inc.		295.84
	Invoice	Date	Description		Amount
	2911441	03/02/2014	001-5284700-001 - iPads lease payment		295.84
Check	03/24/2014	8213 Accounts Payable	AT&T Illinois		138.21
	Invoice	Date	Description		Amount
	63025752710214	02/25/2014	630 257-5271 183 5 harpers grove l/s		67.12
	63025759360214	02/25/2014	630 257-5936 976 9 well #4		71.09
Check	03/24/2014	8214 Accounts Payable	AT&T Illinois		55.00
	Invoice	Date	Description		Amount
	14-03-9005	03/02/2014	126379005 - metra station internet		55.00
Check	03/24/2014	8215 Accounts Payable	AT&T Mobility		3,932.81

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	03112014		03/03/2014	287249463396 - p.w. cell phone service	3,932.81
Check	03/24/2014	8216 Accounts Payable		Avalon Petroleum Company	9,480.50
	Invoice		Date	Description	Amount
	006773		02/28/2014	950 gals dsl fuel	3,486.50
	552144		02/28/2014	1800 gals unl fuel	5,994.00
Check	03/24/2014	8217 Accounts Payable		Baker Tilly Virchow Krause, LLP	6,500.00
	Invoice		Date	Description	Amount
	BT718188		02/26/2014	preliminary audit services	6,500.00
Check	03/24/2014	8218 Accounts Payable		Battery Service Corp.	256.50
	Invoice		Date	Description	Amount
	241976		03/05/2014	batteries	256.50
Check	03/24/2014	8219 Accounts Payable		Call One	1,521.45
	Invoice		Date	Description	Amount
	14-03-15		03/15/2014	1010-7801-0000 v.h., p.d., p.w. phones	1,521.45
Check	03/24/2014	8220 Accounts Payable		CCP Industries, Inc.	603.40
	Invoice		Date	Description	Amount
	IN01240305		03/07/2014	supplies	603.40
Check	03/24/2014	8221 Accounts Payable		Chase Cardmember Service	4,758.19
	Invoice		Date	Description	Amount
	020714-030614		03/06/2014	Feb 2014 Visa purchases	4,758.19
Check	03/24/2014	8222 Accounts Payable		Cintas Document Management	260.37
	Invoice		Date	Description	Amount
	8400826063		03/07/2014	v.h. shredding	71.63
	8400808696		02/28/2014	shredding	188.74
Check	03/24/2014	8223 Accounts Payable		Closed Circuit Innovations	1,150.00
	Invoice		Date	Description	Amount
	5397		03/01/2014	Apr 2014 security camera maintenance	1,150.00
Check	03/24/2014	8224 Accounts Payable		Comcast Cable	490.80

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	14-03-9805		03/04/2014	8771 20 147 0039805 v.h. cable/internet	241.82
	14-03-2700		03/04/2014	8771 20 147 0042700 p.d. cable/internet	248.98
Check	03/24/2014	8225 Accounts Payable	ComEd		381.65
	Invoice		Date	Description	Amount
	14-02-8014 (2)		02/28/2014	3909078014 - street lights - illinois, e of stephen	26.65
	14-02-0007		02/28/2014	1173160007 - street lights - talcott, e of stephen	213.59
	14-02-4052		02/28/2014	2163104052 - street lights - stephen st 1 S river	105.98
	14-03-0155		03/10/2014	1515080155 - street lights - 451 Talcott	35.43
Check	03/24/2014	8226 Accounts Payable	Constellation NewEnergy, Inc.		3,481.70
	Invoice		Date	Description	Amount
	0013804142		03/02/2014	1-KYU1OZ - street lights - w/s stephen st 1 N	21.74
	0013823249		03/03/2014	1-KYU1QT - street lights - Lite Rte 25	2,101.87
	0013883655		03/06/2014	1-KYU1O2 - street lights - ed bossert dr	12.79
	0013823250		03/03/2014	1-KYU1PW - street lights - 164 e peiffer ave	147.00
	0013804177		03/02/2014	1-KYU1RQ - street lights - 0 stephen st	392.47
	0013905202		03/07/2014	1-KYU1M8 - street lights - 44 stevens st unit lts	64.67
	0013945818		03/10/2014	1-KYU1N5 - street lights - 411 singer ave rear	234.74
	0013981559		03/12/2014	1-KYU1JH - street lights - 55 stephen st	135.19
	0013981566		03/12/2014	1-KYU1KE - street lights - 0 N new ave, 101 main st	333.87
	0013964787		03/12/2014	1-KYU1LB - street lights- 47 stevens st	37.36
Check	03/24/2014	8227 Accounts Payable	Cook County Recorder of Deeds		136.00
	Invoice		Date	Description	Amount
	INV272022814		02/28/2014	10970 Archer Ave	136.00
Check	03/24/2014	8228 Accounts Payable	Cylinders Inc.		471.10
	Invoice		Date	Description	Amount
	34837		02/25/2014	parts	471.10
Check	03/24/2014	8229 Accounts Payable	Dustcatchers, Inc.		113.88
	Invoice		Date	Description	Amount
	77010		02/20/2014	2052 - p.d. carpet mat service	68.10
	77797		03/06/2014	2055 - v.h. carpet mat service	45.78

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable
Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/24/2014	8230 Accounts Payable	ETP Labs Inc./EnviroTest/Perry Laboratories Inc.		200.00
	Invoice	Date	Description		Amount
	14-130112	03/02/2014	sample testing		200.00
Check	03/24/2014	8231 Accounts Payable	FedEx		30.70
	Invoice	Date	Description		Amount
	2-578-56850	03/05/2014	3612-5837-1 - shipping		30.70
Check	03/24/2014	8232 Accounts Payable	First Communications		1,468.00
	Invoice	Date	Description		Amount
	12311016	03/07/2014	1FC022002003109		1,468.00
Check	03/24/2014	8233 Accounts Payable	Fleet Safety Supply		30.70
	Invoice	Date	Description		Amount
	59790	03/04/2014	parts		30.70
Check	03/24/2014	8234 Accounts Payable	Frank Novotny & Associates, Inc.		160,411.57
	Invoice	Date	Description		Amount
	02115-49	02/06/2014	CSO flow monitoring devices readings		896.16
	12236-2	11/01/2013	I & M Canal wall repair		74.50
	13037-3	02/06/2014	Canal St repaving		639.50
	13063-2	11/01/2013	Smith Farms electrical		578.50
	13244-1	11/01/2013	Smith Farms - Mayfair Estates landscaping		1,630.50
	13315-2	02/06/2014	IEPA-NPDES CSO Flow Monitoring repairs		4,786.24
	13368-1	02/06/2014	MWRDGC Phase 2		74.50
	13392-1	02/06/2014	I & M Canal restoration		521.50
	13416-1	02/06/2014	Abbey Oaks		559.25
	13370-1	02/06/2014	402 Logan St utility analysis		74.50
	13425-1	02/06/2014	500 Ledochowski sewer inspection		678.00
	05027-23	11/07/2013	McCarthy/Archer/Derby Triangle Project		104,962.02
	05027-24	12/04/2013	McCarthy/Archer/Derby Triangle Project		28,861.38
	05027-25	02/11/2014	McCarthy/Archer/Derby Triangle Project		16,075.02
Check	03/24/2014	8235 Accounts Payable	Fred Bluder & Son Tree Service		7,470.00
	Invoice	Date	Description		Amount

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	14-03-13		03/13/2014	tree removal services - 10/7/13-11/21/13	7,470.00
Check	03/24/2014	8236 Accounts Payable	Goldy Locks, Inc.		178.00
	Invoice		Date	Description	Amount
	619731		02/27/2014	repair	178.00
Check	03/24/2014	8237 Accounts Payable	GT Mechanical, Inc.		3,910.00
	Invoice		Date	Description	Amount
	1400010902		03/01/2014	0002285 - HVAC maintenance agreement 4 of 4	3,471.00
	1400010835		03/01/2014	0001786 - HVAC maintenance agreement # of 4	439.00
Check	03/24/2014	8238 Accounts Payable	Guaranteed Technical Services And Consulting, Inc.		2,395.46
	Invoice		Date	Description	Amount
	2011711		03/04/2014	I.T. Support	575.00
	2011726		03/16/2014	I.T. Support	1,820.46
Check	03/24/2014	8239 Accounts Payable	Halper , Peggy		126.00
	Invoice		Date	Description	Amount
	0053		03/03/2014	PZC 2/19/14	126.00
Check	03/24/2014	8240 Accounts Payable	Homefield Energy		18,641.59
	Invoice		Date	Description	Amount
	9085314021		03/04/2014	GMCVLG1001 - Feb 2014 electric service	18,641.59
Check	03/24/2014	8241 Accounts Payable	Hoppy's Landscaping		11,890.67
	Invoice		Date	Description	Amount
	13037-4SF		03/03/2014	Canal St repaving	11,890.67
Check	03/24/2014	8242 Accounts Payable	Hy-Test Safety Shoe Service		128.99
	Invoice		Date	Description	Amount
	130087		02/28/2014	safety shoes	128.99
Check	03/24/2014	8243 Accounts Payable	Illinois Government Finance Officers Association		350.00
	Invoice		Date	Description	Amount
	7160429		02/21/2014	2014 membership - Christina Smith, Theodore Friedley	350.00

Lemont, IL
Warrant list

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Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/24/2014	8244 Accounts Payable	Illinois State Treasurer		123,036.02
	Invoice	Date	Description		Amount
		106723	02/26/2014	McCarthy Road	123,036.02
Check	03/24/2014	8245 Accounts Payable	Imperial Service Systems Inc		1,009.00
	Invoice	Date	Description		Amount
		74064	03/01/2014	Mar 2014 monthly cleaning service	1,009.00
Check	03/24/2014	8246 Accounts Payable	IRMA		141.48
	Invoice	Date	Description		Amount
		14-03-01	02/28/2014	Feb 2014 deductible	141.48
Check	03/24/2014	8247 Accounts Payable	JCM Uniforms		198.87
	Invoice	Date	Description		Amount
		688683	02/17/2014	uniforms - g padalik	32.40
		688687	02/17/2014	uniforms - g padalik	46.49
		689660	02/25/2014	uniforms - g padalik	119.98
Check	03/24/2014	8248 Accounts Payable	Johnson, Depp & Quisenberry, PSC		2,724.00
	Invoice	Date	Description		Amount
		14-02-19	02/19/2014	Jan 2014 OAN consulting	808.50
		14-03-05	03/05/2014	Feb 2014 OAN consulting	1,543.50
		14-02-19 (b)	02/19/2014	Brownsfield grant consulting	372.00
Check	03/24/2014	8249 Accounts Payable	Kara Co Inc		1,148.86
	Invoice	Date	Description		Amount
		298211	02/28/2014	locators	1,148.86
Check	03/24/2014	8250 Accounts Payable	Lange's Woodland Flowers		61.50
	Invoice	Date	Description		Amount
		4323/1	02/28/2014	funeral arrangement	61.50
Check	03/24/2014	8251 Accounts Payable	Lemont Ace Hardware		120.96
	Invoice	Date	Description		Amount
		02/28/14	02/28/2014	3542 - Feb 2014 purchases	120.96
Check	03/24/2014	8252 Accounts Payable	Lemont Express Car Wash, LLC		275.00

Lemont, IL
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Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	14-02-28	LEMA	02/28/2014	Feb 2014 vehicle washes-LEMA	5.00
	14-02-28		02/28/2014	Feb 2014 vehicle washes-P.D.	270.00
Check	03/24/2014	8253 Accounts Payable		Lexis Nexis Risk Data Management	92.50
	Invoice		Date	Description	Amount
	20140228		02/28/2014	1354915	92.50
Check	03/24/2014	8254 Accounts Payable		Lina Embroidery	126.00
	Invoice		Date	Description	Amount
	13-10-07		10/07/2013	replace patches - j boyer	35.00
	13-09-04		09/04/2014	CSO patches	14.00
	13-09-05		09/05/2013	CSO patches	14.00
	13-09-10		09/10/2013	replace patches - j truhlar	56.00
	14-03-07		03/07/2014	patches	7.00
Check	03/24/2014	8255 Accounts Payable		Ludwig's Inc.	39.98
	Invoice		Date	Description	Amount
	14-02-28		02/28/2014	propane	39.98
Check	03/24/2014	8256 Accounts Payable		Macke Water Systems, Inc.	116.99
	Invoice		Date	Description	Amount
	901988		02/27/2014	146998 - coffee service supplies - V.H.	116.99
Check	03/24/2014	8257 Accounts Payable		Mahoney, Silverman & Cross, LLC	4,193.16
	Invoice		Date	Description	Amount
	40186		03/10/2014	legal labor	4,193.16
Check	03/24/2014	8258 Accounts Payable		Mancari's Chrysler Jeep Dodge Inc	220.00
	Invoice		Date	Description	Amount
	410741		03/06/2014	parts	220.00
Check	03/24/2014	8259 Accounts Payable		Monroe Truck Equipment	16.44
	Invoice		Date	Description	Amount
	303228		03/06/2014	parts	16.44
Check	03/24/2014	8260 Accounts Payable		Morris Engineering, Inc.	800.00

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		CYS33100001	02/20/2014	P.D. elevator service	375.00
Check	03/24/2014	8268 Accounts Payable	Parry , Mona		494.34
	Invoice		Date	Description	Amount
		14-02-26	02/26/2014	reimbursement - Blick Art Materials purchase	494.34
Check	03/24/2014	8269 Accounts Payable	Pecina , Donna		53.24
	Invoice		Date	Description	Amount
		14-03-17	03/17/2014	reimbursement - JoAnn, Michaels supply purchases	53.24
Check	03/24/2014	8270 Accounts Payable	Rag's Electric		1,148.08
	Invoice		Date	Description	Amount
		4827-96	03/03/2014	Feb 2014 bridge light maintenance	1,000.00
		9308	03/03/2014	light parts	148.08
Check	03/24/2014	8271 Accounts Payable	Riccio Construction Corp.		3,878.45
	Invoice		Date	Description	Amount
		13083-4F	02/11/2014	Division St water main work	3,878.45
Check	03/24/2014	8272 Accounts Payable	Rod Baker Ford		748.66
	Invoice		Date	Description	Amount
		126529	03/11/2014	parts	748.66
Check	03/24/2014	8273 Accounts Payable	Rush Truck Centers		245.54
	Invoice		Date	Description	Amount
		13204453	03/03/2014	parts	178.40
		13204502	03/10/2014	parts	67.14
Check	03/24/2014	8274 Accounts Payable	Schindler Elevator Corp.		2,980.08
	Invoice		Date	Description	Amount
		8103679223	03/01/2014	4100062320 elevator maintenance contract	2,980.08
Check	03/24/2014	8275 Accounts Payable	Shaw Media		640.00
	Invoice		Date	Description	Amount
		896897	02/07/2014	Suburban Life article	320.00
		899020	02/21/2014	Suburban Life article	320.00
Check	03/24/2014	8276 Accounts Payable	Sikich, LLP		2,813.75

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description	Amount
	177644		02/20/2014	Jan 2014 accounting services	2,813.75
Check	03/24/2014	8277 Accounts Payable	Sosin & Arnold, Ltd.		1,000.00
	Invoice		Date	Description	Amount
	83533		02/28/2014	Feb 2014 adjudication fees	1,000.00
Check	03/24/2014	8278 Accounts Payable	Southwest Digital Printing, Inc.		50.00
	Invoice		Date	Description	Amount
	3-09ma		03/01/2014	Mar 2014 plotter maintenance	50.00
Check	03/24/2014	8279 Accounts Payable	Studio GC Inc		15,000.00
	Invoice		Date	Description	Amount
	12069.00		02/28/2014	sports complex design services	15,000.00
Check	03/24/2014	8280 Accounts Payable	Surefire Auto Parts		87.09
	Invoice		Date	Description	Amount
	14-02-28		02/28/2014	7590 - Feb 2014 purchases	87.09
Check	03/24/2014	8281 Accounts Payable	T.P.I. Building Code Consultants, Inc.		5,795.00
	Invoice		Date	Description	Amount
	7066		02/28/2014	Feb 2014 reviews & inspections	5,795.00
Check	03/24/2014	8282 Accounts Payable	Tee Jay Service Company		714.00
	Invoice		Date	Description	Amount
	157240		03/07/2014	automatic door maintenance agreement	714.00
Check	03/24/2014	8283 Accounts Payable	The Municipal Clerks of Illinois		60.00
	Invoice		Date	Description	Amount
	14-03-17		03/17/2014	Spring Seminar	60.00
Check	03/24/2014	8284 Accounts Payable	Thompson , Elizabeth H		900.00
	Invoice		Date	Description	Amount
	14-03-01		03/01/2014	Police FFD evaluation	900.00
Check	03/24/2014	8285 Accounts Payable	TigerDirect, Inc.		1,143.31
	Invoice		Date	Description	Amount

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable
 Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
		J66147160103	02/07/2014	computer parts	72.65
		J66147160101	02/08/2014	computer	921.69
		J66253320104	02/07/2014	monitor	148.97
Check	03/24/2014	8286 Accounts Payable	Toshiba Business Solutions		210.00
		Invoice	Date	Description	Amount
		1115074	02/14/2014	copier supplies	210.00
Check	03/24/2014	8287 Accounts Payable	Toshiba Financial Services		377.76
		Invoice	Date	Description	Amount
		60322888	03/02/2014	90136046440 - p.w. copier lease	377.76
Check	03/24/2014	8288 Accounts Payable	Tressler, LLP		19,221.00
		Invoice	Date	Description	Amount
		337250/260/261	02/13/2014	Jan 2014 legal service	19,221.00
Check	03/24/2014	8289 Accounts Payable	Unifirst Corporation		52.19
		Invoice	Date	Description	Amount
		062 0064987	02/10/2014	bal due Feb shop towel service	4.17
		062 0067904	03/10/2014	Mar 2014 shop towel service	48.02
Check	03/24/2014	8290 Accounts Payable	United States Postal Service		3,400.00
		Invoice	Date	Description	Amount
		14-03-18	03/18/2014	postage meter refill	3,400.00
Check	03/24/2014	8291 Accounts Payable	Verizon Wireless		111.21
		Invoice	Date	Description	Amount
		9721180598	03/03/2014	685282853-00001	111.21
Check	03/24/2014	8292 Accounts Payable	Warehouse Direct Workplace Solutions		203.73
		Invoice	Date	Description	Amount
		2251862-0	03/07/2014	supplies	127.09
		2254056-0	03/10/2014	supplies	56.34
		2254083-0	03/10/2014	supplies	20.30
Check	03/24/2014	8293 Accounts Payable	Wentworth Tire Service, Inc.		1,090.06
		Invoice	Date	Description	Amount

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 03/24/2014

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
	431244		03/04/2014	tires for plow trucks	1,050.06
	431327		03/07/2014	tire repair	40.00
Check	03/24/2014	8294 Accounts Payable	Zee Medical Inc.		59.57
	Invoice		Date	Description	Amount
	0100142747		03/14/2014	supplies	59.57
Check	03/24/2014	8295 Accounts Payable	Gonzalez , Juan		5.00
	Invoice		Date	Description	Amount
	14-03-12		03/12/2014	refund overpayment on ticket # O-05955	5.00
Check	03/24/2014	8296 Accounts Payable	Onak , Dan		145.50
	Invoice		Date	Description	Amount
	14-03-07		03/07/2014	refund Metra parking permit #0310, 0490, 0670	145.50
Clearing Accounts Payable Totals:			Transactions: 90		\$494,262.82
Checks:	90		\$494,262.82		

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator
Charity Jones, Planning & Economic Development Director
Mark LaChappell, Building Commissioner
Kevin Shaughnessy, Police Chief
Chris Smith, Finance Director

Subject: An Ordinance Amending Title V of the Lemont, Illinois
Municipal Code Relating to Business Licenses and Regulations

Date: March 19, 2014

BACKGROUND/HISTORY:

Title V is the section of the municipal code that regulates the businesses within the Village. Staff has been working diligently over the past several months on the update to this important chapter of the Municipal Code. The attached chapter includes the reformatting and renumbering of the code, various recommended changes from staff, and further recommendations from the Village Board as a result of the Committee of the Whole discussion on March 10th. The major changes to Title V of the Lemont Municipal Code include the following:

- A general business license will be applicable for all businesses located in the Village. This requirement allows the Village to ensure that the places of public accommodation are in compliance with all applicable Village codes.
- License periods will follow a calendar instead of fiscal year
- Increase in liquor license fees to be closer to the average of neighboring communities' licensing fees.
- Payment of liquor license fees due at beginning of renewal period and no longer split between the year
- Removal of taxicabs and raffle licenses
- Solicitation allowed on weekends and holidays (time restrictions still in place)
- Removal of specific insurance requirements for hotels and bed and breakfast (commercial general liability insurance would cover most issues; if the establishment wishes to get hotel/motel insurance it can, but should not be a village requirement)
- Other general formatting and numbering changes previously discussed and presented in front of the Committee of the Whole.

RECOMMENDATION:

Staff recommends the approval of the attached Ordinance.

ACTION REQUIRED

Motion to Approve Ordinance

ATTACHMENTS

1. An Ordinance Amending Title V of the Lemont, Illinois Municipal Code Relating to Business Licenses and Regulations

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**An Ordinance Amending Title 5 of the Lemont, Illinois
Municipal Code Relating to Business Licenses and Regulations**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 2014**

**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 ___ day of _____, 2014.**

ORDINANCE NO. _____

An Ordinance Amending Title 5 of the Lemont, Illinois Municipal Code Relating to Business Licenses and Regulations

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

WHEREAS, the Village President and Board of Trustees desire to make substantial revisions to Title 5 of the Village Code of the Village of Lemont; and

WHEREAS, the Village finds that it is in the best interests of the Village and its residents to amend Title 5 of the Village Code in its entirety and in the manner set forth below;

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

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

SECTION 1: The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION 2: The Lemont, Illinois Municipal Code (“Village Code”), as amended, is hereby further amended by amending Title 5 in its entirety so that the same shall be read as follows:

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Title 5: BUSINESS LICENSES AND REGULATIONS

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Title 5: BUSINESS LICENSES AND REGULATIONS

Chapter 5.02 GENERAL BUSINESS LICENSE

5.02.010 General Business License Required.

A. No business shall operate within the Village without a valid general business license issued by the Village. A business which operates within the Village shall be required to obtain, in addition to a general business license, such other licenses or permits as apply to the business, as set forth in this Code or other Village Ordinances.

B. The license year for the village shall begin on the first day of January and end on the last day of December of each year. The Planning and Economic Development Department shall mail to all licensees of the village a statement of the time of expiration of the license held by the licensee, if an annual, three weeks prior to the date of such expiration; provided, that a failure to send out such notice, or the failure of the licensee to receive it, shall not excuse the licensee from a failure to obtain a new license or a renewal thereof, nor shall it be a defense in an action for operation without a license.

5.02.020 Application.

Applications for a general business license shall be made in writing upon the form provided by the Village to the Planning and Economic Development Department. Each application shall state the name of the applicant, the type of business, the location to be used, if any, the time covered, the fee to be paid, and such additional information as may be required.

5.02.030 Investigations and Inspections.

A. An applicant for a license or the holder of a license shall permit the village to conduct appropriate investigations and inspections to determine the applicant's eligibility for the license and/or the holder's compliance with the requirements of the license. Such inspections may include inspections of any building or premises where the licensed business or activity is conducted or proposed to be conducted. Such investigations or inspections may be conducted by the official specified in this Code or other Village Ordinances, or by that official's designated representative. The official charged with the duty of making an investigation or inspection shall make a report thereon, favorable or otherwise, within a reasonable time after receiving the application or a copy thereof.

B. Whenever the analysis of any commodity or material used in a business or activity covered by a license, including but not limited to food or beverages, is reasonably necessary to secure compliance with this Code or other Village Ordinances, or to detect violation thereof, the holder of the license shall upon request promptly provide sufficient samples of the material or commodity to an authorized representative of the village to allow analysis thereof.

5.02.040 License Fee.

The annual fee for a business license shall be prescribed by ordinance. In the absence of provisions to the contrary, all fees and charges for licenses and permits shall be paid in advance

at the time application therefor is made to the Planning and Economic Development Department. Except as otherwise provided, all license fees shall become a part of the corporate fund.

5.02.050 Issuance of License.

The Planning and Economic Development Department shall issue the license pursuant to the application if the application is in proper form, the license fee is paid in advance, and any review, investigation or inspection show that the conduct of the business or activity would not violate any federal, state or local laws. The Planning and Economic Development Department may also issue a conditional license when an investigation or inspection discloses a condition which must be corrected, when the applicant has provided satisfactory assurance that the condition will be corrected within a reasonable time, and the conduct of the business or activity pending the correction of the condition will not endanger the public health, safety or welfare. The Building Commissioner shall perform the foregoing functions in relation to the issuance of contractor licenses.

5.02.060 Posting.

It shall be the duty of any person conducting business in the village to keep the business license posted in a prominent place on the premises used for such business at all times.

5.02.070 Suspension or Revocation of Licenses.

In addition to any other penalty which may be authorized by this Code or other Village Ordinances, the Mayor may suspend or revoke any license issued pursuant to this chapter if the licensee refuses to allow a required inspection or jeopardizes public health, safety or welfare by violating this Code, other Village Ordinances, or State or federal laws or regulations which apply to the licensed business or activity. The procedure for suspension or revocation of any license issued pursuant to this chapter shall be as follows:

1. Notice of hearing on suspension or revocation of license. Except as provided in subparagraph (2), below, prior to the revocation or suspension of a license, the licensee be afforded a hearing before the Mayor, and shall be served with a written notice stating the nature of the violations alleged and the date, time and place of a hearing at which the Mayor will receive evidence concerning the alleged violation. Notice of the hearing may be hand-delivered to the licensee's place of business and service shall be deemed complete upon delivery to any employee present on the licensed premises. Notice of the hearing may also be sent by certified mail, postage prepaid, to the address of the applicant for the license as stated on the license application, and service shall be deemed complete at the time the notice is deposited in the mail. The hearing date shall be set no sooner than five days after the date of service without the agreement of the licensee.
2. Summary suspension pending expedited hearing. Where the Village Administrator, Village Attorney or the Chief of Police, or their respective designees, present to the Mayor sufficient evidence demonstrating probable cause to believe that the licensee has violated this Code, other Village Ordinances, or

State or federal laws or regulations, and that said violation will immediately threaten the public health, safety or welfare, the Mayor may, upon the issuance of a written order stating the reason for such conclusion and without prior notice or hearing, order the licensed premises closed and the license summarily suspended pending a hearing and determination on suspension or revocation. Said hearing shall be commenced not more than seven days following entry of such an order, unless the licensee shall agree to a longer period of time. Upon entry of an order of summary suspension, the licensee shall be served with a copy of the order and notice of violation and hearing in the manner provided in subparagraph (1), above.

3. Hearing on suspension or revocation. All hearings incident to the revocation or suspension of any license issued pursuant to this Chapter shall be hearings of record. Any order of suspension or revocation shall be based on written findings of fact, and such findings shall be supported by substantial evidence in the light of the whole record. An order of suspension or revocation shall be served on the licensee in the manner provided in subparagraph (1), above. The failure of the licensee to appear at the hearing shall be deemed a waiver of the licensee's right to present evidence in denial of the complaint of violation or in mitigation of such punishment as may be imposed, and the Mayor may proceed to make a determination on the complaint in the licensee's absence. The decision of the Mayor shall be final.

5.02.080 Fine.

Any person, firm or corporation violating any provision of Title 5 of this Code shall be fined pursuant to Section 1.16.010 of this Code, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. This monetary fine may be assessed in addition to any suspension or revocation of a license as provided in this Chapter.

Chapter 5.04 LIQUOR LICENSES

5.04.010 Definitions and Interpretation.

A. This chapter shall be liberally construed to the end that the health, safety and welfare of the residents of Lemont shall be protected and temperance in the consumption of alcoholic liquor shall be fostered and promoted.

B. Unless the context shall otherwise require, terms used in this chapter shall have the definitions given in the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*), as amended from time to time. Where not otherwise qualified, the term license or licensee wherever used in this chapter means a license or licensee of the village under this chapter.

C. "Licensed Video Gaming Location" means a licensed establishment, licensed fraternal establishment, licensed veterans establishment, or licensed truck stop establishment, all as defined in Section 5 of the Video Gaming Act (230 ILCS 40/5).

5.04.020 Liquor Control Commissioner.

A. The Mayor shall be the local liquor control commissioner and shall be charged with the administration of the provisions of this chapter and of the appropriate provisions of the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*).

B. The liquor control commissioner shall receive an annual salary of two thousand dollars paid in equal installments over a 12 month period in the same manner and periods as Village employees are paid. The annual compensation shall be adjusted annually on May 1st, by the consumer price index average for the previous twelve-months for the Chicago-Gary-Kenosha area.

C. The Mayor, with the consent of the village board, may appoint a Liquor Control Review Board consisting of three Lemont residents to assist and advise him in the exercise of such powers and the performance of such duties as the Mayor may deem necessary. Members of the Liquor Control Review Board shall serve for a term of three years, except that the first members shall be appointed for terms of one, two, and three years, respectively.

5.04.030 License Required.

A. It is unlawful to sell or offer for sale in the village any alcoholic liquor without having a license, or in violation of the terms of such license.

B. It is unlawful for any person operating or employed by any business establishment open to the public, which is not licensed to sell alcoholic liquor in the village pursuant to the requirements of this chapter, to sell or offer for sale any alcoholic liquor on such business premises, or to permit alcoholic liquor to be consumed on such business premises.

C. The requirement that a village license be procured shall not apply to physicians, dentists, pharmacists, hospitals or churches when these persons or institutions possess or dispense alcoholic liquor in accordance with the provisions of Liquor Control Act of 1934, as amended.

5.04.040 Application.

A. Applications for new and renewed liquor licenses shall be made, submitted and filed with the commissioner, upon forms prepared and furnished by the village. Each application shall be signed by the applicant. If applicant is a partnership, all partners shall sign the application; if the applicant is a corporation or club, all officers shall sign the application and indicate their official position. The information recited in the application form shall be verified by oath or affirmation as to each person signing the application. New applications shall be accompanied by a nonrefundable application fee of five hundred dollars, which shall be in addition to any other required license fees. Each application shall contain at least the following information and statements:

1. The name, age and address of the applicant, in the case of an individual; in the case of a partnership, the names, ages, and addresses of all partners; in the case of a corporation or a club, the date of incorporation, the objects for which it was

organized, the names and addresses of the officers, directors, managers, and, if a majority in interest of the stock of the corporation is owned by one person or his nominees, the name, age and address of that person;

2. The citizenship of the applicant, his place of birth and, if a naturalized citizen, the time and place of his naturalization;
3. The nature of the business which the applicant intends to carry out on the premises along with the amount of the applicant's anticipated gross revenues for alcoholic liquor as compared with gross revenue from other sources within the proposed licensed premises;
4. The nature of entertainment proposed to be offered within the proposed premises;
5. The class of license applied for;
6. The length of time the applicant has been a resident of the state, the county and village of Lemont or, if a partnership, the length of time that each partner has been a resident of the state, county, and village, or if a corporation, the length of time which its proposed resident manager has been a resident of the state, the county and the village;
7. The length of time that the applicant has been in a business of the same or related character as the applied for business or, in the case of a corporation, the date on which its charter was issued, the state of incorporation, and if a foreign corporation, the date of being qualified to do business under the Illinois Business Corporation Act of 1983 (805 ILCS 5/1.01 et seq.);
8. The common address and Property Identification Number (PIN) of the proposed premises, a detailed description of the proposed premises, an exterior photograph of the premises, and an interior layout plan of the proposed premises;
9. A list of governmental entities to which the applicant has submitted an application for a liquor license, the date of such application, the disposition of such application, and the dates, reason and length of suspension or revocation of such license, if any;
10. Fingerprints taken by the village police department or any other village or state law enforcement agency;
11. A list of convictions for any nontraffic convictions of any village ordinances or state or federal statute indicating the name of the offense and date(s) of conviction. In the case of a corporation, such shareholders owning more than five percent of the stock and the manager. In the case of a partnership, such information must be supplied by all partners.
12. Any other and further information as the local liquor commissioner may prescribe by rule or regulation not inconsistent with State or federal law.

B. The local liquor control commissioner shall have the right to examine, or cause to be examined, under oath, any applicant for a license or for a renewal thereof, and the books and records of any such applicant or licensee. The local liquor control commissioner shall have the right to hear testimony and take proof for his information in the performance of his duties, and for such purpose to issue subpoenas which shall be effective in any part of this State. For the purpose of obtaining any of the information desired by the local liquor control commissioner under this section, he may authorize his agent to act on his behalf.

5.04.050 Fees and Insurance.

No liquor license shall be issued or renewed unless the applicant or current license holder presents the following to the local liquor commissioner:

1. Evidence of dram shop insurance, in the form of a certificate of insurance issued by an insurance company licensed to do business in the state of Illinois, insuring the applicant, and the owner or lessor of the premises in an amount that is at least equal to the maximum liability amounts set out in 235 ILCS 5/6-21(a); and
2. Payments to the Village of the license fee for the class of license desired.
3. A certificate of good standing to do business in Illinois.

5.04.060 Classes of Licenses, Number of Licenses and License Fees.

A. Every person, firm or corporation engaged in the retail sale of alcoholic liquor in the village shall pay an annual license fee. Such licenses shall be divided into the following classes:

1. Class A-1.

Class A-1 licenses shall authorize the retail sale of alcoholic liquor for consumption on or off the premises, but shall not permit live entertainment upon the premises.

2. Class A-2.

Class A-2 licenses shall authorize the retail sale of alcoholic liquor for consumption on or off the specified premises, and shall permit live entertainment on the premises.

3. Class A-3.

Class A-3 licenses shall authorize the retail sale of alcoholic liquor for consumption on or off the specified premises and permit live entertainment on the premises, if the premises conforms to the requirements of a restaurant, as defined in Section 5.04.020 of this chapter.

4. Class A-4.

Class A-4 licenses shall authorize the retail sale of beer and wine only, for consumption on or off the premises, if the premises are establishments which primarily serve meals prepared in the kitchen of the establishment.

5. Class A-5.

Class A-5 licenses shall authorize the sale of intoxicating liquor for consumption on the premises, if the premises are not open to the general public and primarily serve meals prepared in the kitchen of the establishment, having seating capacity for the service of meals at tables and/or counters for not less than fifty patrons at the same time.

6. Class A-6.

Class A-6 licenses shall authorize the sale of intoxicating liquor for consumption on the premises. Except as provided herein a Class A-6 premises shall not be open to the general public and shall primarily serve meals prepared in the kitchen of the establishment, having seating capacity for the service of meals at tables and/or counters for not less than fifty patrons at the same time. Provided, the Class A-6 premises may conduct incidental sales of intoxicating liquor for consumption on the premises to the general public during such times as food service is available and the premises are otherwise in use for athletic or cultural events consistent with the purpose of the license.

7. Class A-7.

Class A-7 licenses shall authorize the sale of intoxicating liquor for consumption on the premises at which entertainment is permitted.

8. Class A-8.

Class A-8 licenses shall authorize the retail sale of beer manufactured on premises for consumption on and off the licensed premises; provided, however, that such licensee shall not sell for off-premises consumption more than fifty thousand (50,000) gallons per year. The licensee shall maintain in good standing a State of Illinois brew pub license or craft brew license as required and authorized under the Illinois Liquor Control Act (235 ILCS 5/1, *et.seq.*), as amended.

9. Class B-1.

Class B-1 licenses shall authorize the sale at retail of alcoholic liquor by a bona fide social or fraternal organization or club organized under the laws of the state of Illinois, and not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquor to its members, their guests, and/or functions officially sanctioned by the organization or club, for consumption within the premises maintained by the club.

10. Class B-2.

Class B-2 licenses shall authorize the sale at retail of alcoholic liquor by educational, fraternal, political, civic, religious or not-for-profit organizations only, and only on special occasions and only for consumption on the premises described in the license.

11. Class B-3.

Class B-3 licenses shall authorize the sale at retail or delivery of alcoholic liquor for consumption on the premises described in the license by an existing licensee where such sales or delivery are not otherwise permitted for such licensee, but only for special events as approved by the Local Liquor Commissioner and not exceeding 3 consecutive days.

12. Class C-1.

Class C-1 licenses shall permit the sale of alcoholic liquor for consumption off the premises only.

13. Class C-2.

Class C-2 licenses shall authorize the retail sale of beer and wine only, and for consumption off the premises only.

14. Class C-3.

Class C-3 licenses shall authorize the retail sale of alcohol if the principal business is the primary sale of alcohol off premises by mail or phone order with display room and periodic consumption on premises. Hours of operation for consumption or sale on premises shall be from nine a.m. to ten p.m.

15. Class C-4.

Class C-4 licenses shall authorize the retail sale of alcoholic beverages for consumption off the premises. Consumption of beer and wine on the premises shall be permitted, provided that the gross receipts for such on-premises consumption shall not exceed more than twenty-five percent of the total retail sales of the establishment. Entertainment shall be permitted at limited special events. Hours of operation for consumption or sale on premises shall be from nine a.m. to ten p.m.

B. Number of Licenses and Fees Per Class. The following shall be the number of licenses to be issued and the fee per corresponding class:

Class	Number of Licenses	License Fee
A-1	4	\$2,200.00
A-2	1	\$2,200.00
A-3	14	\$2,100.00

Class	Number of Licenses	License Fee
A-4	3	\$1,500.00
A-5	1	\$2,000.00
A-6	1	\$1,500.00
A-7	1	\$2,100.00
A-8	1	\$1,500.00
B-1	3	\$1,100.00
B-2	As authorized by the Liquor Control Commissioner	\$25.00
B-3	As authorized by the Liquor Control Commissioner	\$25.00
C-1	11	\$2,000.00
C-2	0	\$1,500.00
C-3	1	\$1,500.00
C-4	0	\$1,500.00

5.04.070 License Duration.

A. All licenses, with the exception of Class B-2 and Class B-3 licenses, shall be effective from January 1st of any given year to December 31st of the following year. The fee for renewal shall be the full annual fee which is to be paid in the full amount at the time of renewal. There shall be no rebate for the unexpired term of a license. An application for renewal shall not be granted as such unless made prior to December 31st, and unless submitted with the appropriate fee. No license shall be valid unless the proper fee has been paid. Initial applications for annual licenses occurring between June 1st of any given year to December 31st of the next year will be entitled to a reduced fee on one-half of the fee for the license.

B. Class B-2 and B-3 licenses shall be effective for the duration placed on the face of the license.

5.04.080 Change of Location.

A license shall permit the sale of alcoholic liquor only in the premises described in the application and license. A license holder shall make a written location change request to the local liquor commissioner, who shall issue a written decision approving or denying such request. No change of location shall be permitted unless the proposed new location is a proper one for the retail sale of alcoholic liquor under the statutes of the state and the ordinances of the village.

5.04.090 Transfer Limitations.

A. A license shall be a purely personal privilege, good for not to exceed one year after issuance, unless sooner revoked, as provided in this chapter, and shall not constitute

property, nor shall it be alienable or transferable, voluntarily or involuntarily, nor shall it be subject to being encumbered or hypothecated.

B. Such license shall not descend by the laws of testate or intestate devolution; it shall cease upon the death of the licensee, provided that executors or administrators of the estate of any deceased licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death of such decedent, or such insolvency or bankruptcy, until the expiration of such license, but not longer than six months after the death, bankruptcy or insolvency of such licensee.

5.04.100 Change in Personnel.

A. Any changes in partnerships, officers, directors, persons holding directly, beneficially, or through any form of indirect or concealed ownership or control, more than five percent of the stock or ownership interest, or managers of establishments licensed under this chapter, shall be reported in writing to the liquor control commissioner within 10 days of the change. All new personnel shall meet all the standards of this chapter and must otherwise qualify to hold a liquor license. All such changes in personnel shall be subject to review by the liquor control commissioner.

B. When a license has been issued to a partnership and a change of ownership occurs resulting in a partnership interest by one who is not eligible to hold a liquor license, said license shall terminate.

C. When a license has been issued to a corporation and a change takes place in officers, directors, shareholders of more than five percent of the stock, resulting in the holding of such shares of stock by one who is not eligible for a license, said license shall terminate.

D. When a license has been issued to an individual who is no longer eligible for a license, said license shall terminate.

5.04.110 Hours of Operation - Designated.

A. Hours of operation for consumption on premises or sale of alcoholic liquor shall be set out in Table 5.04.100.

Table 5.04.100 Hours of Operation for Consumption on Premises or Sale of Alcoholic Liquor

	Weekdays	Friday and Saturday	Sunday	New Year's Eve
Class A-1	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 2:00 a.m. Sat. 6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-2	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-3	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-4	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-5	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.

	Weekdays	Friday and Saturday	Sunday	New Year's Eve
Class A-6	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-7	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class A-8	6:00 a.m. to 2:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class B-1	6:00 a.m. to 1:00 a.m.	6:00 a.m. to 3:00 a.m.	10:00 a.m. to 2:00 a.m.	6:00 a.m. to 4:00 a.m.
Class B-2	Set forth on the face of the license			
Class B-3	Set forth on existing license			
Class C-1	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight
Class C-2	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight	9:00 a.m. to 12:00 midnight
Class C-3	9:00 a.m. to 10:00 p.m.	9:00 a.m. to 10:00 p.m.	9:00 a.m. to 10:00 p.m.	9:00 a.m. to 10:00 p.m.
Class C-4	9:00 a.m. to 10:00 p.m.	9:00 a.m. to 10:00 p.m.	9:00 a.m. to 10:00 p.m.	9:00 a.m. to 10:00 p.m.

B. Notwithstanding the hours of operation for consumption on premises or sale of alcoholic liquor as set out in Table 5.04.100, the hours shall be extended by one hour the day before the following holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

C. No licensee shall permit another except a peace officer who is in the performance of his duties or an employee of the licensee who is actually on duty, to enter or remain upon the licensed premises between the hour of closing and the hour of opening as established by this section.

5.04.120 Age Related Regulations.

A. Except as provided in 235 ILCS 5/6-16 and 235 ILCS 5/6-16.1, it is unlawful for any person under legal age, established by the Liquor Control Act of 1934 (hereinafter “legal age”), to purchase or obtain any alcoholic liquor in any tavern or other place in the village where alcoholic liquor is sold and possess or consume alcoholic liquor within the village boundaries.

B. It is unlawful for any person under the legal age to misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor in any licensed establishment in the village where alcoholic liquor is sold.

C. In every licensed establishment in the village where alcoholic liquor is sold, there shall be displayed at all times in a prominent place a printed card which shall be supplied by the village clerk, and which shall read substantially as follows:

WARNING TO PERSONS UNDER LEGAL AGE

You are subject to a fine if you purchase alcoholic liquor or misrepresent your age for the purpose of purchasing or obtaining alcoholic liquor.

D. It is unlawful for any licensee or his or her agent or employee to permit any person under legal age to remain in any room or compartment adjoining or adjacent or situated in the room or place where such licensed premises are located; provided, that this subsection shall not apply to any person under legal age who is accompanied by his or her parent or guardian, or to any licensed premises which derives its principal business from the sale of other commodities

or services than alcoholic liquor.

E. It is unlawful for any parent or guardian to permit any person under legal age of which he or she may be the parent of guardian to violate any of the provisions of this section.

F. It is unlawful to sell, give or deliver alcoholic liquor to any person under legal age except in the performance of a religious ceremony or service.

G. It is unlawful for any person under legal age to attend any bar, to draw, pour or mix any alcoholic liquor in any licensed retail premises.

H. No license shall employ upon the premises any person under legal age, to sell or deliver alcoholic liquor to any person except as follows:

1. Any person employed in the position of a stock person, carry-out person, waiter or waitress or position of similar character;
2. Any person employed in the position as a clerk or cashier, except such employee shall not be allowed to sell or conduct the sale of alcoholic liquor;

I. It is unlawful for any person to whom the sale, gift or delivery of alcoholic liquor is prohibited because of age, to purchase or accept a gift of alcoholic liquor, or to have alcoholic liquor in his or her possession.

J. If a licensee (or his or her agents or employees) believes or has reason to believe that a sale or delivery of alcoholic liquor is prohibited because of the age of the prospective recipient, he or her shall, before making such sale or delivery, demand presentation of some form of identification concerning proof of age, issued by a public officer in the performance of his or her official duties.

K. No person shall:

1. Transfer, alter or deface such an identification card;
2. Use the identification card of another;
3. Carry or use a false or forged identification card; or
4. Obtain an identification card by means of false information.

5.04.130 License Regulations.

A. All licenses issued under this chapter shall be subject to the following regulations:

1. All premises used for the sale of alcoholic liquor, or for the storage of such liquor for sale, shall be kept in full compliance with the ordinances regulating the condition of premises used for the storage or sale of food for human consumption.

2. It is unlawful for any person who is afflicted with or is a carrier of any infectious or contagious disease to handle or be engaged in the care or preparation of any liquor, and it is unlawful for any such person to be employed in or about any premises where liquor is stored, prepared or sold, or to deliver such liquor.
3. Except in the case of hotels and clubs, no alcoholic liquor shall be sold at retail upon any premises which has any access which leads from such premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for any use by the public. This provision shall not prevent any connection between such premises and such other portion of the building or structure which is used only by the licensee, his family, and personal guests.
4. The licensee shall operate the licensed premises in compliance with every federal, state and local ordinance and law, including but not limited to all Village Ordinances and the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*).
5. The licensee shall prevent the violation upon the licensed premises of any federal, state, county or village law or ordinance.
6. The applicant shall not make any misstatements on the applicant's application.

B. Any person, firm or corporation who disobeys, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this section shall be fined pursuant to Section 1.16.010 of this Code, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. In addition to fines being imposed the local liquor control commissioner may fine, suspend or revoke any licensee pursuant to the provisions of this Code.

5.04.140 Powers and Duties of Liquor Control Commissioner.

A. The local liquor control commissioner shall be charged with the administration of the provisions of this chapter and of the appropriate provisions of the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*). The commissioner may appoint a person or persons to assist him or her in the exercise of these powers and responsibilities.

B. In addition to the powers and duties established in other sections of the Chapter and the powers provided for in the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*), the local liquor control commissioner shall have the following powers and duties:

1. To suspend for a period not to exceed thirty (30) days or revoke any license if he or she determines that the licensee has violated any of the provisions of the Illinois Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*) or of any valid ordinance or resolution enacted by the village or any

applicable rule or regulations established by the local liquor control commissioner or the State of Illinois Liquor Control Commission. There shall be no refund of the license fee. When any license shall have been revoked for cause, no license shall be granted to the licensee for the period of one year thereafter. In addition to the suspension, the local liquor control commissioner may levy a fine on the licensee for violations. The fine imposed shall not exceed one thousand dollars (\$1,000.00) for a first violation within a twelve-month period, one thousand five hundred dollars (\$1,500.00) for a second violation within a twelve-month period, and two thousand five hundred (\$2,500.00) for a third or subsequent violation within a twelve-month period. Each day on which a violation continues shall constitute a separate violation. Not more than fifteen thousand dollars (\$15,000.00) in fines under this section may be imposed against any licensee during the period of the license. Proceeds from such fines shall be paid into the general corporate fund of municipal treasury, and shall be first allocated to pay or reimburse the expense incurred in administration and prosecution of violations.

2. To, by issuance of a written order, order any licensed premises closed for not more than seven days, giving the licensee an opportunity to be heard during that period, if the local liquor control commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the health, safety or welfare of the village, except if such licensee shall also be engaged in the conduct of another business or businesses on the licensed premises, such order shall not be applicable to such other business or businesses.
3. To enter or to authorize any law enforcing officer to enter at any time upon the premises licensed under this chapter to determine whether any of the provisions of this chapter or of the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*) or any of the rules or regulations adopted by the State of Illinois Liquor Control Commission have been or are being violated, and at such times to examine the premises of the licensee in connection therewith;
4. To receive complaints from any citizen of the village that any provision of this chapter or the Liquor Control Act of 1934 (235 ILCS 5/1-1, *et al*) has been or is being violated and to act upon such complaint in the manner provided by law;

5.04.150 Accountability of Licensee for Offense.

The licensee may be prosecuted for any offense defined by this chapter if:

1. An agent of the licensee performs conduct which itself constitutes an element of the offense while acting within the scope of his employment and on behalf of the licensee; or

2. The commission of the offense is authorized, requested or commanded by the licensee.

5.04.160 Appeals from Liquor Commission Orders.

Any order or action of the liquor commission may be appealed as authorized by law. In any case where a licensee appeals to the State Liquor Commission from any order or action of the liquor commission such appeals shall be limited to a review of the official record of proceedings held before the liquor commission and as contemplated by State Statute, 235 ILCS 5/7-9; this provision has been adopted for the expressed purpose of requiring that such appeal review be on the record.

5.04.170 Video Gaming.

Premises licensed under this chapter that have been licensed as a Licensed Video Gaming Location by the Illinois Gaming Board which were found to be in violation of the Video Gaming Act (230 ILCS 40/5) shall also be subject to the penalties provided for in this chapter and the Illinois Liquor Control Act (235 ILCS 5/1 et. seq.).

Chapter 5.06 TOBACCO DEALERS

5.06.010 Definitions.

“Tobacco products” means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

5.06.020 Permit Required.

A. It is unlawful to sell or offer for sale, at retail, to give away, deliver or to keep with the intention of selling at retail, giving away or delivering tobacco products within the village without having first obtained a tobacco dealer's permit.

B. Application for a permit hereunder shall be made, in writing, to the village clerk and shall be processed in accordance with the provisions of this chapter.

C. The annual fee for a tobacco dealer's permit shall be prescribed by ordinance.

D. Such permits shall be in addition to any other license required by this Code.

5.06.030 Location Restrictions.

It is unlawful for any person to sell, offer for sale, give away or deliver tobacco products within one hundred feet of any school, child care facility or other building used for education or recreational programs for persons under the age of eighteen years.

5.06.040 Prohibitions Regarding Minors.

It is unlawful:

A. For any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products to any person under the age of eighteen years.

Signs informing the public of the age restrictions provided for herein shall be posted by every licensee at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each such sign shall be plainly visible and shall state:

THE SALE OF TOBACCO
PRODUCTS TO PERSONS UNDER
EIGHTEEN YEARS OF AGE IS
PROHIBITED BY LAW.

The text of such signs shall be in red letters on a white background; said letters to be at least one inch high;

B. For any licensee or any officer, associate, member, representative, agent or employee of such licensee, to engage, employ or permit any person under eighteen years of age to sell tobacco products in any licensed premises;

C. For any person under the age of eighteen years to purchase tobacco products or to misrepresent his identity or age or to use any false or altered identification for the purpose of purchasing tobacco product;

D. For any person under the age of eighteen years to possess any tobacco products; provided, that the possession by a person under the age of eighteen years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

5.06.050 Certain Free Distributions Prohibited.

It is unlawful for any person in the business of selling or otherwise distributing, promoting or advertising tobacco products, or any employee or agent of any such licensee or person, in the course of such licensee's or person's business, to distribute, give away or deliver tobacco products free of charge to any person on any right-of-way, park, playground or other property owned by the village, any school district, any park district or any public library.

5.06.060 Responsibility of Licensee for Agents and Employees.

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this chapter by any officer, director, manager or other agent or employee of any permittee shall be deemed and held to be the act of such permittee and such permittee shall be punishable in the same manner as if such act or omission had been done or omitted by the licensee personally.

5.06.070 Administration and Enforcement.

Chapter 5.04 of this Code shall govern the administration and enforcement of this

Chapter. The local liquor control commissioner shall have all of the rights and powers over tobacco dealer permittees as he or she has over liquor licensees.

Chapter 5.08 FOOD SERVICE ESTABLISHMENTS AND FOOD SERVICE SANITATION

5.08.010 Definitions.

- A. “Food” means and shall be construed to include beverages.
- B. “Food service establishment” means and includes every person, firm or corporation engaged in the sale of food or beverage (other than alcoholic liquor) intended for human consumption.

5.08.020 Food Service Establishment Inspections Required.

It is unlawful to operate as a food service establishment without having first obtained a business license pursuant to Chapter 5.02 and having passed the inspections required under this chapter.

5.08.030 Inspection Fees.

All food service establishments shall pay an inspection fee prescribed by ordinance per inspection as required by the Illinois Department of Public Food Service Sanitation Ordinance, the Cook County Health Department Rules and Regulations, and all other applicable Illinois and Cook County rules and regulations, as adopted and amended from time to time.

5.08.040 Sanitary Regulations.

Premises for the sale or storage of food intended for human consumption must be kept in a clean and sanitary condition. It is unlawful to permit any accumulation of refuse or waste of any kind to remain therein for more than twenty-four hours, and it is unlawful to permit any decaying animal or waste material to remain on such premises.

5.08.050 Employee Regulations.

- A. All employees engaged in handling or coming in contact with food intended for sale for human consumption shall keep themselves clean, both as to person and clothing.
- B. It is unlawful for any person who is afflicted with or is a carrier of any infectious or contagious disease to handle or be engaged in the care or preparation of any such food, and it is unlawful for any such person to be employed in or about any premises where food is stored, prepared or sold, or to deliver such food.

5.08.060 Unwholesome Food Prohibited.

No person, firm or corporation shall offer for sale, or keep for the purpose of selling or offering for sale, any food of any kind intended for human consumption which is spoiled or

tainted, or is unwholesome and unfit for human consumption for any reason.

5.08.070 Flies and Vermin Prohibited.

Premises used for the storage, preparation or sale of food intended for human consumption shall be kept free from flies and vermin and rodents.

5.08.080 Adulteration of Food Prohibited.

It is unlawful to sell or offer for sale, or to keep for such purpose, any food or drink intended for human consumption which has been adulterated by material harmful in any way, or which does not comply with the statutes governing the same.

5.08.090 Intergovernmental Agreements.

The village may enter into intergovernmental agreement(s) to provide sanitary inspection services within the village boundaries and any terms of those agreements shall be considered a part of this code and may be enforced as such by village personnel or any other duly authorized governmental agency.

5.08.100 Additional Regulations.

A. The issuance, suspension and revocation of business licenses to operate food service establishment, the prohibiting of sale of unsound or mislabeled food or drink, and the enforcement of this chapter shall be regulated in accordance with Food Code (2005 edition), ch. 8, published by the United States Food and Drug Administration; the inspection of food service establishments shall be regulated in accordance with the Food Service Sanitation Code and any other Illinois Department of Public Health Food Service Sanitation Rules and Regulations that are in effect at the time of inspection.

B. The issuance, suspension, and revocation of business licenses to operate food service establishment; the prohibiting of the sale of unsound or mislabeled food or drink; and the enforcement of this chapter shall be regulated in accordance with this Code concerning the compliance procedures. The inspection of food service establishments shall be regulated in accordance with the Food Service Sanitation Code and any other Illinois Department of Public Health rules and regulations that are in effect at the time of inspection.

5.08.110 Food Service Sanitation.

Food service employees shall avoid direct contact (i.e., using bare hands) whenever possible. The preparation of ready-to-eat food must be performed using suitable utensils, such as deli tissue, spatulas, tongs, and single-use gloves. Single-use gloves should be worn at all times, including when using suitable utensils, when preparing ready to eat food. Use of these utensils, including deli tissue, spatulas, tongs or single-use gloves, shall be preceded by thorough hand washing.

5.08.120 Suspension or Revocation of Permit.

The village may suspend or revoke any license issued under this title in accordance with the provisions of this Code.

5.08.130 Inspections.

A. Frequency. An inspection of a food establishment shall be performed twice annually. Additional inspections of the food establishment shall be performed as often as necessary for the enforcement of this chapter.

B. Access. Duly authorized representatives of the village, the Cook County Department of Public Health, or the Illinois Department of Public Health, shall be permitted to enter any food establishment at any reasonable time for the purpose of making inspections to determine compliance with this Code. The representatives shall be permitted to examine the records of the establishment to obtain information pertaining to food and supplies purchased, received, or used.

C. Report. Whenever an inspection of a food establishment is made, the findings shall be recorded on the inspection report form. The inspection form shall summarize the requirements of this chapter and shall set forth a weighted point value for each requirement. Inspectional remarks should be written to reference, by item number, the item violated and should state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from one hundred. A copy of the completed inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law.

5.08.140 Correction of Violations.

A. The completed inspection report form shall specify a reasonable period of time for the correction of the violations found; and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

1. If an imminent health hazard exists, such as complete lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food operations. Operations shall not be resumed until authorized by the Cook County Department of Public Health.
2. All violations of four or five point weighted items shall be corrected as soon as possible, but in any event, within ten days following inspection. A follow-up inspection to confirm correction may be conducted at the discretion of the Cook County Department of Public Health.
3. All one or two point weighted items shall be corrected as soon as possible, but in any event, by the time of the next routine inspection.
4. When the rating score of the establishment is less than sixty, the

establishment shall initiate corrective action on all identified violations within forty-eight hours. One or more re-inspections may be conducted at reasonable time intervals to assure correction.

5. In the case of temporary food establishments, all violations shall be corrected within twenty-four hours. If violations are not corrected within twenty-four hours, the establishment shall immediately cease food operations until authorized to resume by the Cook County Department of Public Health.

B. The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of food operations. An opportunity for hearing on the inspection findings or the time limitations or both will be provided if a written request is filed with the village within ten days following cessation of operations. If a request for hearing is received, a hearing shall be held within twenty days of receipt of the request.

C. Whenever a food establishment is required under the provisions of this section to cease operations, it shall not resume operations until it is shown on re-inspection that conditions responsible for the order to cease operations no longer exist. Opportunity for re-inspection shall be offered within a reasonable time.

5.08.150 Examination and Condemnation of Food.

Food may be examined or sampled by the Cook County Department of Public Health as often as necessary for enforcement of this chapter. The Cook County Department of Public Health may, upon written notice to the owner or person in charge, specifying with particularity the reasons therefor, place a hold order on any food which it believes is in violation of the Food Service Sanitation Code or any other Illinois Department of Public Health rule or regulation that is in effect at the time of inspection, or any other section of this Chapter or other relevant law or regulation. The Cook County Department of Public Health shall tag, label, or otherwise identify any food subject to the hold order. No food subject to a hold order shall be used, served, or moved from the establishment. The Cook County Department of Public Health shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed within ten days and that if no hearing is requested the food shall be destroyed. If a request for hearing is received, the hearing shall be held within twenty days after receipt of the request. On the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this chapter.

5.08.160 Submission of Plans.

Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the village and the Cook County Department of Public Health for review and approval before construction,

remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The village and the Cook County Department of Public Health shall approve the plans and specifications if they meet the requirements of this chapter and the requirements of all other applicable local, state and federal laws. No food establishment shall be constructed, extensively remodeled, or converted except in accordance with plans and specifications approved by the village and the Cook County Department of Public Health.

5.08.170 Pre-Operational Inspection.

Whenever plans and specifications required by this chapter to be submitted to the village and the Cook County Department of Public Health, the village and the Cook County Department of Public Health shall inspect the food establishment prior to the start of operations, to determine compliance with the approved plans and specifications and with the requirements of this chapter.

5.08.180 Procedure When Infection is Suspected.

When the Cook County Department of Public Health has reasonable cause to suspect possible disease transmission by an employee of a food establishment, it may secure a morbidity history of the suspected employee or make any other investigation as indicated and shall take appropriate action. The Cook County Department of Public Health may require any or all of the following measures:

- A. The immediate exclusion of the employee from employment in food establishments;
- B. The immediate closing of the food establishment concerned until, in the opinion of the Cook County Department of Public Health, no further danger of disease outbreak exists;
- C. Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;
- D. Adequate medical and laboratory examination of the employee and of other employees and of their body discharges.

5.08.190 Reinspection Costs.

In the event a reinspection is deemed necessary by the inspector, the cost of any and all subsequent reinspections shall be borne by the holder of the business license.

5.08.200 Conditional Permit.

When structural, plumbing, electrical, ventilation, or similar such defects exist in an established food facility that may require significant expenditures to correct, but are not considered to be imminent health hazards, a conditional business license may be granted at the discretion of the village. Under no circumstances will a conditional business license be issued for more than two consecutive twelve-month periods. The purpose of the conditional business

license is to allow a reasonable period of time for correction of existing defects.

Chapter 5.10 SOLICITATION IN THE PUBLIC WAY

5.10.010 Definitions.

For the purpose of this chapter, the following words, as used in this section, shall be construed to have the meaning herein ascribed thereto:

A. “Registered solicitor” means and includes any person who has obtained a valid certificate of registration, as provided in this chapter, and which certificate is in the possession of the solicitor on his or her person while engaged in soliciting.

C. “Soliciting” means and includes any one or more of the following activities:

1. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, or services of any kind, character or description whatever, for any kind of consideration whatever; or
2. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or
3. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type of publication; or
4. Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project.

5.10.020 License for Solicitation in the Public Right-of-Way.

A. License Eligibility. The only individuals or entities permitted to apply for and obtain a license for solicitation in the public right-of-way, as provided in this section, are individuals or entities who solicit funds for patriotic, philanthropic, charitable, political or religious purposes.

B. Application Requirements. Application for a license for solicitation in the public right-of-way shall be upon a form provided by the chief of police, and filed with the police department not later than 10 business days before the date that the solicitation is to begin. The applicant shall truthfully state in full the information requested on the application, as follows:

1. The name and address of the applicant;
2. Description sufficient for identification of the subject matter of the solicitation which the applicant will engage in and the purpose for the activity which will include an outline of the methods to be used in conducting the solicitations;

3. The date or dates and times of day when the solicitation is to occur;
4. The location or locations where the solicitation is to occur along with a list of 3 alternate locations listed in order of preference;
5. Proof of a valid liability insurance policy in the amount of at least \$1,000,000 insuring the applicant against bodily injury and property damage arising out of or in connection with the solicitation.
6. Also, such additional information as the chief of police of the village may deem necessary to process the application.

C. **Public Safety Restrictions.** The following restrictions apply to solicitation in village rights-of-way:

1. No more than one permit holder may solicit in any one intersection in a village right-of-way at one time.
2. Reflective vests must be worn at all times.
3. At least two individuals must be present at all times.
4. All participants must be at least eighteen (18) years of age.

D. **Denial of Application.** The chief of police, after consideration of the application and all information obtained relative thereto, shall deny the application if the applicant does not possess the qualifications for such license as herein required. Endorsement shall be made by the chief of police, upon the application, of the denial of the application.

E. **Approval of Application.** The chief of police will approve an application that meets the above requirements within 5 business days after the filing date of the application. The chief of police may, as a condition of approval, impose additional reasonable conditions in writing that are based on articulated public safety concerns.

F. **Fees.** There is no fee for a license under this section.

Chapter 5.11 DOOR-TO-DOOR SOLICITATION

5.11.010 Purpose.

A. The purpose of this chapter is to establish reasonable regulations and restrictions for the practices of peddlers, solicitors and transient merchants involved with soliciting or the sale of goods who may become a nuisance and endanger the safety and welfare of residents of the village, and also to protect the residents of the village against fraud and intrusion into the privacy of their homes.

B. The provisions of this chapter cover all solicitation that does not occur in the public right-of-way.

5.11.020 Definitions.

A. “Charitable Solicitation” means a person seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project, including political or religious organizations.

B. “Non-Charitable Solicitation” means and includes any one or more of the following activities:

1. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, or services of any kind, character or description whatever, for any kind of consideration whatever; or
2. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or
3. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type of publication.

5.11.030 License Required.

Any person engaging in charitable or non-charitable solicitation outside of the public right-of-way in this village without first obtaining a license, as provided in this chapter, shall be in violation of this chapter.

5.11.040 Charitable Solicitation.

A. Before any person may engage in charitable solicitation within the village, he or she must file with the chief of police an application in writing which shall give the following information:

1. The name and address of the proposed participants. If any solicitors are under eighteen (18) years of age, the names and addresses of all proposed adult supervisors; one adult supervisor per four solicitors under the age of eighteen (18) is required.
2. The names and addresses of the officers of the organization;
3. The proposed solicitation activity and the purpose for the activity which will include an outline of the methods to be used in conducting the solicitations;
4. The length of time for which the permit is desired;
5. The number of agents or solicitors to be used at the solicitation campaign;

6. Whether any commissions, fees or wages are to be charged by the solicitor for his efforts and the amount thereof.

B. Upon the furnishing of the information required in this chapter, the applicant shall be issued, free of charge, a license.

5.11.050 Non-Charitable Solicitation.

A. Before any person may engage in non-charitable solicitation within the village, he or she must file with the chief of police an application in writing that gives the following information:

1. Name, date of birth and social security numbers for the business owner and all employees working in the village;
2. Physical description of business owner and all employees working in the village;
3. Permanent and local address of the business;
4. A recent photograph of the owner and employees working in the village;
5. A brief description of the nature of the applicant's business;
6. Name and address of the firm for or on whose behalf the orders are solicited, or the supplier of the goods offered for sale;
7. The address of the last three places of such business;
8. Length of time to be sought to be covered by the license;
9. Motor vehicle makes, models, year, color and license number if a vehicle is to be used in the proposed solicitation;
10. A statement as to whether the owner and employees have been convicted of any crime, other than a simple misdemeanor, and if so, the nature of the offense and the penalty imposed;

B. **Bond Required.** Before a license is issued pursuant to this section, an applicant shall post a bond, by a surety company authorized to engage in the business of insuring the fidelity of others in the State, in the amount of one thousand dollars (\$1,000.00) with the chief of police to the effect that the registrant and the surety shall consent to the forfeiture of the principal sum of the bond or such part thereof as may be necessary:

1. To indemnify the village for any penalties or costs occasioned by the enforcement of this chapter; and
2. To make payment of any judgment rendered against the registrant as a result of a claim or litigation arising out of or in connection with such

registrant's peddling or solicitation. The bond shall not be retired until after a lapse of one year from the expiration of the license which it covers.

C. License Fee. The following license fees, as provided for by ordinance, shall be paid to the clerk prior to the issuance of any license

D. Background Investigation. The applicant must submit to a background investigation by the chief of police or his or her designee, which may include the need for fingerprinting of all individuals who will be soliciting within the village. No license shall be issued in the event the criminal history of any individual who will be soliciting within the village has been convicted of a felony involving public indecency or drug distribution related offenses.

E. Approval of Application. If the chief of police finds the application is completed in conformance with this section and the facts stated therein are found to be correct, a license shall be issued to the applicant.

5.11.060 License Display.

Each solicitor shall at all times while doing business in this village keep in his or her possession the license provided under this chapter, and shall, upon the request of a resident, exhibit the license as evidence that he or she has complied with all requirements of this chapter.

5.11.070 License Transferability.

Licenses issued under the provisions of this chapter are not transferable in any situation and are to be applicable only to the person(s) filing the application.

5.11.080 Prohibited Solicitation Periods.

It is unlawful and shall constitute a nuisance for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof, and engage in soliciting of any kind as defined in this chapter, prior to nine a.m. or after nine p.m. of any day.

5.11.090 Obstructions of Pedestrian or Vehicular Traffic Unlawful.

No person, while engaged in any form of solicitation, shall block or obstruct the path of any pedestrian or vehicular traffic, or block or obstruct any way of ingress or egress to roads, buildings, vehicles or other enclosures or conveyances.

5.11.100 Revocation Conditions.

A. Any certificate of registration issued under this chapter shall be revoked by the chief of police if the holder of the certificate is convicted of a violation of any of the provisions of this chapter, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a certificate of registration under the terms of this chapter.

Immediately upon such revocation, written notice thereof shall be given by the chief of police to the holder of the certificate, in person or by certified U.S. mail, addressed to his or her residence address set forth in the application. Immediately upon the giving of such notice, the certificate of registration shall become null and void.

5.11.110 Village Policy on Soliciting.

It is declared to be the policy of the governing body of this municipality that the occupant or occupants of the residences in this municipality shall make the determination of whether solicitors shall be or shall not be invited to their respective residences. If no determination is made, as is provided for in Section 5.13.120 of this chapter, then in that event, solicitation at that residence is permitted.

5.11.120 No-Soliciting Notice Requirements.

Every person desiring to secure the protection intended to be provided by the regulations pertaining to soliciting contained in this chapter shall comply with the following directions.

A. Notice of the determination by the occupant of giving invitation to solicitors, or the refusal of invitation to solicitors, to any residence, shall be given in the manner following. A weatherproof card, approximately three inches by four inches in size, shall be exhibited upon or near the main entrance door to the residence, indicating the determination by the occupant, containing the applicable words, as follows:

**ONLY SOLICITORS
REGISTERED IN LEMONT,
INVITED**

or

NO SOLICITORS INVITED

The letters shall be at least one-third inch in height. For the purpose of uniformity, the cards shall be provided by the chief of police to persons requesting, at the cost thereof.

B. Such card, so exhibited, shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence of the information contained thereon.

5.11.130 Duties of Solicitors.

It shall be the duty of every solicitor, upon going onto any premises in the municipality upon which a residence, as defined in this chapter, is located, to first examine the notice provided for in Section 5.13.120, if any is attached, and be governed by the statement contained on the notice. If the notice states "Only Solicitors Registered in Lemont, Invited," then the solicitor not possessing a valid certificate of registration as provided in this chapter shall immediately and peacefully depart from the premises; and if the notice states "No Solicitors Invited," then the solicitor, whether registered or not, shall immediately and peacefully depart from the premises.

5.11.140 Uninvited Soliciting Prohibited.

It is unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof, and engage in soliciting as defined in this chapter, in defiance of the notice exhibited at the residence in accordance with the provisions of Section 5.13.120 of this chapter.

Chapter 5.12 PERMITS REQUIRED FOR CERTAIN OCCUPATIONS

5.12.010 Operators of Amusements, Special Events.

A. An “Amusement” or “Special Event” includes, but is not limited to, public shows, festivals, concerts, carnivals, arts and craft shows, firework displays, sporting events, parades, theatricals and circuses.

B. Permit Required for Carnival and Amusement Rides. No carnival or amusement as defined in the Illinois Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1 et seq.) shall be allowed to operate in the village without the issuance of a village permit. Application for such permit shall be made to the Planning and Economic Development Department. The permit application for Carnival and Amusement Rides shall include the following:

1. Departmental review by Planning and Economic Development, Building Department, police, health department and Lemont Fire Protection District;
2. Location must provide for adequate restroom facilities, parking and cleanup as to not burden other businesses and the general public;
3. Evidence of insurance as required by the Illinois Carnival and Amusement Rides Safety Act (430 ILCS 85/2-1 et seq.);
4. Cash deposit to reimburse the village to pay reasonable costs of departmental review and additional police salaries, if required. The cash deposit shall be established by the Planning and Economic Development Director and based upon a fair and reasonable estimate of costs.

C. Permit Required. For all special events not covered under subparagraph (B), it is unlawful to conduct or operate any special event without first having secured a permit therefor. The fee for a special event permit shall be provided for by ordinance. The application for a special event permit must be submitted to the village for review no later than thirty (30) days in advance of the event or it will be subject to an expedited review fee as provided for by ordinance.

This permit shall not be required for a business that continually operates within the village, that already has a general business license under this chapter and that is in the amusement business, such as a movie theater, golf course, baseball field, etc.

D. Permit Denial. If a reviewing department determine that the special event poses significant safety concerns, then the application may be denied. In such an instance, the Planning and Economic Development Department will inform the applicant of the basis for the safety concerns.

E. Police Presence. Sufficient members of the police department shall be admitted free of charge to all amusements and special events for the purpose of preserving and maintaining order.

F. Street show limitations. No permit shall be granted or given for any carnival, exhibition, show or other amusement to be given on any public street or sidewalk, or in such place that the only main accommodation for the public or the audience will be a public place, except expressly authorized by the Village Administrator. Such an order shall be issued only upon a showing that public safety will not be endangered.

G. Premises conditions. It is unlawful to operate or permit the operation of any amusement unless the premises in which such amusement is operated or permitted to be operated conforms with all the provisions or requirements in this Code relating to public buildings and public gatherings.

H. Overcrowding prohibited. The audience of any amusement, show or theatrical must be orderly at all times, and it is unlawful for any person attending such amusement, show or theatrical to create a disturbance in the audience. It is unlawful to permit or gather such a crowd to witness any amusement or show as to create a dangerous condition because of fire or other risks.

I. Riots and disturbances prohibited. It is unlawful to present any public amusement or show of any kind if it is reasonably foreseeable that it will cause or promote any riot or breach of the peace.

J. Village Expenses. A special event permittee is liable to the village for any and all expenses the village incurs in providing services for the special event, including police or public works services.

5.12.020 Food Delivery Vehicles.

A. Permit Required. No food delivery vehicle, where food is stored and served directly from the vehicle, shall be allowed to operate in the village without the issuance of a village permit. Application for such permit shall be made to the Planning and Economic Development Department. The annual fee for this permit shall be per vehicle as provided by ordinance.

B. Exception. No permit shall be required for any vehicle used to deliver foodstuffs from any establishment which is licensed and inspected as a food establishment in the village, but the provisions of subparagraph C shall be complied with in connection with such vehicles.

C. Sanitation and operation of vehicles. All food delivery vehicles shall be kept in a clean and sanitary condition, and shall be thoroughly cleaned each day they are so used. It is

unlawful to permit stale food, decaying matter, or any other waste material or product to accumulate in or on any such vehicle while it is so used. If unwrapped foodstuffs are transported in any such vehicle, such goods shall be carried in a portion or compartment of the vehicle which is screened and protected against dust and insects.

5.12.030 Coin-Operated Amusement Devices.

A. Definitions.

1. “Accessory and subordinate use” means that the premises where the coin-operated amusement devices are located shall have a distinct and primary business purpose, and that the coin-operated amusement devices shall occupy no more than thirty percent of the retail area of the establishment.
2. “Amusement device arcade” means an establishment exclusively or primarily devoted to the use of more than ten coin-operated amusement devices.
3. “Authorized licensed business” means a business which qualifies for a business license, whether or not such business license has been issued at the time of application for a permit for a coin-operated amusement device.

B. Permit or License Required. No person, firm or corporation shall place or install, or maintain or operate in any building or place within the village, any coin-operated amusement devices, including coin-controlled mechanical musical devices, for use by the public, and for which a fee is charged, without first having obtained a license for each place or location where such mechanical coin-controlled amusement device shall be installed, maintained or operated. No permit for a coin-operated amusement device shall be issued except as an accessory and subordinate use to an authorized licensed business located in zoning district in which such use is permitted, except that permits also may be issued to operators of amusement device arcades under the terms of special use authorizing such amusement device arcades.

C. Fees. The annual permit fee upon each coin-operated amusement device shall be provided by ordinance:

D. Amusement device arcade conditions. An adult manager shall be required on the premises of an amusement device arcade at all times the arcade is open for business.

E. This chapter shall not restrict the use of Video Gaming Terminals permitted under the Illinois Video Gaming Act (230 ILCS 40/1 et. seq.)

5.12.040 Junk Dealers.

A. Definition. A “junk dealer” shall refer to a person who engages in the business of buying, selling, bartering or exchanging junk, or who collects, receives, stores, or holds in possession for sale, barter or exchange, any junk. The term “junk” shall refer to old iron, chain, brass, copper, tin, lead, or other base metals, old rope, old bags, wastepaper, paper clippings, wool scraps, rubber, rags, glass, empty bottles of different kinds and sizes when the number of

each kind or size is less than one gross, and all articles and things discarded no longer a manufactured article..

B. Permit Required. No junk dealer shall be allowed to operate in the village without the issuance of a village permit. Application for such permit shall be made to the Planning and Economic Development Department. The annual fee for this permit shall be as provided for by ordinance.

C. Vehicle identification. Every vehicle used by a junk dealer in the conduct of the business shall bear thereon in legible characters the name and address of the owner and proprietor thereof.

D. Access to goods for police inspection. Every keeper of a junk shop who shall receive or be in possession of any goods, article or thing of value which may have been lost or stolen shall, upon demand, produce such articles or things to any member of the village police department or any other law enforcement agency for examination.

E. Inspection by Building Commissioner. A junk dealer shall permit the village's Building Commissioner, or his designee, to inspect its place of business to ensure compliance with all federal, state and local laws.

5.12.050 Landscape Waste Haulers.

A. Registration Required. No person or entity in the landscape maintenance business or in the business of generating landscape waste as defined in the Environmental Protection Act shall be allowed to operate in the village without registration. Application for registration shall be made to the Building Commissioner. There shall be no fee associated with this registration.

B. Exemptions. This section does not apply to any person acting within the scope of his or her employment with the village, any person acting within the scope of his or her employment with a public utility, or any person who is an "applicator for hire" as defined in the Lawn Care Products Application and Notice Act.

5.12.060 Bed and Breakfast Establishments.

A. Definitions.

1. "Bed and breakfast establishment" shall mean an operator-occupied residence providing accommodations for a charge to the public with no more than 5 guest rooms for rent, in operation for more than 10 nights in a 12 month period. Breakfast may be provided to the guests only. Bed and breakfast establishments shall not include motels, hotels, boarding houses, or food service establishments.
2. "Operator" shall mean the owner of the bed and breakfast establishment, or the owner's agent, who is required by this Act to reside in the bed and breakfast establishment, or on contiguous property.

3. “Guest room” shall mean a sleeping room intended to serve no more than 2 transient guests per night.

B. Permit Required. No bed and breakfast establishment shall be allowed to operate in the village without the issuance of a village permit. Application for such permit shall be made to the Planning and Economic Development Department. The annual fee for this permit shall be as provided for by ordinance.

C. Compliance with the Bed and Breakfast Act. Operators shall comply with the provisions of the Bed and Breakfast Act (50 ILCS 820/3) at all times.

5.12.070 Hotels.

A. Definitions.

1. “Hotel” means any building or buildings in which travelers or tourists may, for a consideration, obtain living quarters, sleeping or housekeeping accommodations. The term includes inns, motels, tourist homes or courts and lodging houses.
2. “Operator” means any person operating a hotel.

B. Permit Required. No hotel shall be allowed to operate in the village without the issuance of a village permit. Application for such permit shall be made to the Planning and Economic Development Department. The annual fee for this permit shall be as provided for by ordinance.

5.12.080 Solid Waste and Recycling Collection Service.

A. In pursuance of the public health, safety and welfare, and to better enable the village to regulate and control the services provided to the users of solid waste services, the village may, by procurement of one or more contracts with qualified contractors, provide for a franchise for the collection and disposal of solid waste, landscape waste and recyclables for single-family residential dwellings, two-family residential dwellings and all multifamily residential dwellings of up to four (4) units.

B. It is unlawful for any person or entity to engage in the business of collection, transportation or disposing of solid waste, landscape waste and recyclables from any single-family residential dwellings, two-family residential dwellings and all multifamily residential dwellings of up to four (4) units within the village without first having obtained a franchise from the village.

C. It is unlawful for any person or entity to engage in the business of collection, transportation or disposing of solid waste, landscape waste and recyclables from any commercial, industrial or institutional building or property within the village without first having obtained a permit from the village and a business license from the village, as provided in Chapter 5.02 of this Code.

D. In addition to the requirements provided for in this Section, any person or entity engaging in the business of collection, transportation or disposing of solid waste, from any commercial, industrial, institutional, single-family, two-family or multifamily dwellings, building or property within the village shall comply with all other federal, state and local laws, including Title 8 of this Code.

5.12.090 Consignment Stores.

A. Definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Permit. Village of Lemont’s Secondhand Store Permit.

Consignment Stores. Every individual or business entity which deals in the purchase of such property on the condition of selling the property back again at a stipulated price, shall be held and is hereby declared and defined to be a secondhand store.

B. Permit Required. No individual or business entity shall engage in the business of a secondhand store within the Village without a permit. No permit issued under the provisions of this section shall be transferable.

C. Application; Application Fee. Application for a permit within the Village shall be made in writing to the clerk on a form provided by the clerk for that purpose and must state thereon the following information:

1. The name of applicant.
2. The permanent business address of the applicant.
3. The permanent business telephone number of the applicant.
4. In the case of a firm, limited liability company, or corporation, the names, permanent residence addresses, and permanent residence telephone numbers of the partners or officers and all shareholders owning more than five percent (5%) of the outstanding shares of stock. If a listed shareholder is a firm, limited liability company, or corporation, the above information shall be provided for that entity and other such entities in the line of ownership.
5. The location of the property for which the permit is requested.
6. Whether the applicant, partners, officers, or listed shareholders have been convicted of any criminal offense in any jurisdiction and, if so, a list of such convictions with the date and prosecuting jurisdiction.
7. Any other information deemed required and pertinent by the clerk.

Each application for a permit to do business as a secondhand store within the Village from an applicant who at the time of application does not hold a valid permit to do business as a secondhand store within the Village shall be accompanied by an applicant fee as prescribed by ordinance. This application fee shall be in addition to all other fees set forth in this ordinance and shall not be refunded in the event that the application for a permit to do business as a secondhand store within the Village is denied.

D. Permit; Permit Fee. All permits to do business as a secondhand store within the Village granted under this section shall be effective from May 1 or from the date of issuance, whichever is later, and shall terminate on December 31st. No permit to do business as a secondhand store within the Village shall be issued until the applicant shall pay to the Village a permit fee as prescribed by ordinance.

E. Maintenance of Records. Except for items purchased from dealers possessing a federal employee identification number who have provided a receipt to the permittee, every permittee shall keep a book in which there shall be typed or printed in ink, which may include a computer printout, in the English language, containing the following information for all goods, articles and other things purchased for the purpose of resale by the permittee:

1. an accurate account and description of the second-hand article including, the serial number and/or identification number of the items received which bear such number(s);
2. the date and time the article was received;
3. name and residence of the person selling the second-hand article;

No entry in such book shall be erased, mutilated or changed. Every permittee shall require one form of photographic identification by each person selling any goods, articles or other things to the permittee. The form of identification must be photographic identification issued by a federal, state or local governmental entity. Forms of identification must contain a photograph of the individual and must be: a state driver's permit, a state identification card, a passport, or a military identification card. Required forms of identification shall be copied and maintained for all transactions completed by permittees for a period of three years following each transaction.

If the person selling any goods, articles or other things to the permittee does not have a photographic identification card issued by a federal, state or local governmental entity, the permittee shall photograph the person and require two forms of identification, one of which shall contain both the person's name and residential address. The photograph shall be in color. On the reverse side of the photograph the permittee shall record the person's name, residence address, date of birth, social security number, gender, height and weight. If the person has no social security number, the permittee shall record this fact.

F. Report to Police. It shall be the duty of every permittee to make out and deliver to a designated email account or facsimile designated by the Chief of Police, before the hour of 12:00 p.m. noon, a legible and exact copy from the books required by this section of all personal property and other valuable thing purchased during the preceding day. It shall be the duty of

every permittee to immediately report to the Chief of Police, or his designee, any article sought to be sold to the permittee, if it is reasonably believed that the said article was stolen or lost and found by the person attempting to sell the said article.

G. Inspection of Records. The book, the photographs required under this section and all goods, articles and other things purchased shall at all times during the permittee's business hours be open to the inspection of any member of the Village's Police Department.

H. Removal of Identifying Marks Prohibited. No permittee shall remove, alter or obliterate any manufacturer's make, model, or serial number, personal identification number, or identifying marks engraved or etched upon an item of personal property that was purchased. In addition, an item shall not be purchased where the manufacturer's make, model, or serial number, personal identification number or identifying marks engraved or etched upon an item of personal property has been removed, altered or obliterated.

I. Prohibited Purchases. No permittee shall purchase any property from a minor, or the ownership of which is in, or which is claimed by, any minor, or which may be in the possession or under the control of any minor. No permittee shall purchase from any person appearing to be intoxicated or under the influence of any drug, nor from any person known to be a thief or to have been convicted of theft or burglary, and when any person is found to be the owner of stolen property which has been bought, the property shall be returned to the owner thereof without the payment of the costs or charges of any kind which the permittee may have placed upon the same.

J. Hold Order.

1. For the purposes of this Section, "hold order" means a written legal instrument issued to a permittee by any member of the Village of Lemont Police Department ("Department"), ordering the permittee to retain physical possession of property purchased by and in the possession of the permittee and not to return, sell, or otherwise dispose of such property as such property is believed to be misappropriated goods.
2. Upon written notice from the Department indicating that property in the possession of a permittee and subject to a hold order is needed for the purpose of furthering a criminal investigation and prosecution, the permittee shall release the property subject to the hold order to the custody of the Department for such purpose and the Department shall provide a written acknowledgment that the property has been released to the Department. The release of the property to the custody of the Department shall not be considered a waiver or release of the permittee's property rights or interest in the property. Upon completion of the criminal investigation, the property shall be returned to the permittee who consented to its release; except that, if the Department has not completed the criminal investigation within 120 days after its release, the Department shall immediately return the property to the permittee or obtain and furnish to the permittee a warrant for the continued custody of the property.

3. The permittee shall not release or dispose of the property except pursuant to a court order or the expiration of the holding period of the hold order, including all extensions.
4. In cases where criminal charges have been filed and the property may be needed as evidence, the prosecuting attorney shall notify the permittee in writing. The notice shall contain the case number, the style of the case, and a description of the property. The permittee shall hold such property until receiving notice of the disposition of the case from the prosecuting attorney. The prosecuting attorney shall notify the permittee and claimant in writing within 15 days after the disposition of the case.

K. **Violation; Penalties.** Every act or omission constituting a violation of any provision of this section by any officer, director, manager, agent or employee of any permittee shall be deemed and held to be the act of such employer or permittee and the employer or permittee shall be punishable in the same manner as if such act or omission had been committed or omitted by him or her personally. Any permittee violating any of the provisions of this section shall be deemed guilty of a business offense and upon conviction thereof shall be fined in an amount not exceeding seven hundred fifty dollars (\$750.00). Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

Chapter 5.14 CONTRACTORS

5.14.010 Definitions.

The following terms used in this chapter have the following meanings unless the context otherwise requires:

A. “Contractor” means any person engaged in the business of constructing, altering or repairing buildings or other structures or sidewalks or street pavements, including but not limited to: carpentry contractors; cement or concrete contractors; dry wall contractors; electrical contractors, fencing contractors; garage contractors; general contractors; heating, air conditioning and refrigeration contractors; landscape contractors; masonry contractors; paving contractors; plastering contractors; porch and deck contractors; sewer and drain layers; sheet metal contractors; siding contractors; swimming pool contractors; window contractors; and wrecking contractors.

B. “Homeowner,” as used in this chapter, shall be understood to mean any person who owns a single-family residence and has lived in that residence for a period longer than six months.

5.14.020 License--Required.

A. It is unlawful to engage in business as a contractor within the village without first having obtained a contractor license, as hereinafter provided.

B. For every construction permit issued, the general contractor and all subcontractors

on the job shall be licensed with the village and pay the license fee as provided in this chapter. All contractors must provide proof insurance and bond as provided in this chapter.

C. Exceptions include:

1. Any homeowner as defined in this chapter shall not be required to obtain a contractor's license for doing work on his or her own residence. With the exception of new construction projects where as the homeowner will be required to adhere to all requirements as a general contractor.
2. All plumbing contractors are required to submit a copy of their Illinois Department of Public Health Contractor's Registration and a copy of their plumbing license.

5.14.030 License--Term.

The village clerk shall issue a license upon proper application and compliance with this chapter. All contractor's licenses shall expire on December 31st of each year.

5.14.040 License--Fees.

- A. The annual fee for such license shall be as provide for by ordinance.
- B. Any contractor who already has a business license for an office located within the village shall be required to pay the difference in fees in order to obtain a contractor's license.
- C. Where a contractor is engaged exclusively in work under the Cook County Community Development Block Grant program via the village or an approved agency, no license fees shall be required. If the contractor shall be engaged in work other than the Cook County Block Grant program during the term of their license, then normal fees shall be required to be paid as noted in this section.

5.14.050 Bond.

Prior to the issuance of a contractor's license, the applicant shall submit a license and permit bond to the village in the penal sum of twenty-five thousand dollars; for electrical contractors, ten thousand dollars as security for the applicant's full and complete performance in accordance with his or her village permit and applicable codes and ordinances of the village. Such bond is to expire December 31st of that year.

5.14.060 Contractor insurance.

A. Contractors must maintain sufficient insurance to protect the interests of the property owner and the community during the work. All insurance must be placed in financially responsible companies that are authorized under the insurance laws of Illinois to do business in the state of Illinois. Minimum coverage should include the following types of insurance in the following amounts:

1. Worker's compensation and employee's liability: not less than one hundred thousand dollars per person;
2. Comprehensive public liability: not less than two hundred fifty thousand dollars for injuries, including accidental death to any person, and subject to the same limits for each person, in an amount of any one accident;
3. Property damage: not less than one hundred thousand dollars for damage to property in any one accident with an aggregate limit of not less than three hundred thousand dollars.

B. Insurance coverage should be verified with a certificate from the contractor's insuring agent and list the village as a certificate holder.

5.14.070 Fine, Suspension and Revocation.

A contractor violating any of the provisions of this code shall be subject to a monetary fine as provided for under Chapter 1.16 of this code. A contractor's license may be revoked by the village in the manner provided for under Section 5.02.070 of this code.

5.14.080 Compliance with Building Regulations.

It shall be the duty of all building contractors to comply with all ordinances relating to the construction of buildings or other structures, to the construction of streets or sidewalk pavements, and all laws or ordinances pertaining to or regulating the activities engaged in.

Chapter 5.16 SIDEWALK DISPLAYS

5.16.010 Sidewalk Display Regulations.

All sidewalk displays must comply with the provisions of this code, Title 17 of this Code, and all other applicable local, state and federal codes. Only licensed businesses owning or leasing property immediately adjacent to the sidewalk shall be allowed to have a sidewalk display.

5.16.020 Regulations.

All sidewalk displays shall be subject to the following regulations:

A. The sidewalk display shall be compatible with the surrounding streetscape and the building it serves.

B. The sidewalk shall be kept clean and free of refuse and clutter at all times by the permit holder regardless of the source of such refuse and clutter, including but not limited to overflowing trash receptacles (private and public), cigarette, and paper refuse.

C. All items shall be removed from the sidewalk and placed indoors at the end of each business day.

D. All public improvements on the sidewalk including, but not limited to benches, light poles, and trees shall be maintained in the condition in which they existed immediately prior to the issuance of the permit, excluding normal wear and tear. The licensed business placing the sidewalk display shall immediately report any damage to the village. The village shall replace or repair such improvement at its discretion and shall charge the cost of such replacement or repair to the business unless the damage can be clearly shown to have resulted from a cause not related to the use of the sidewalk display. It is entirely the business' responsibility and obligation to provide any such evidence that the aforesaid damage resulted from a cause not related to the use of the sidewalk display.

E. Placement of the sidewalk display shall be in a manner that does not interfere with pedestrians, parking, or traffic.

F. The area and display materials must be maintained in good condition at all times.

5.16.030 Restrictions.

A. Items shall be placed so that a five-foot wide unobstructed pedestrian walkway is maintained at all times. The walkway shall be located so as to be parallel to the curb line, and include an unobstructed five-foot path measured from the curb. If such a five-foot unobstructed pedestrian walkway cannot be maintained, no sidewalk display shall be allowed for that establishment.

B. A five-foot clear zone shall be maintained at corner locations of two public sidewalks. No item shall be placed within five feet of the corner of the building on either side. This "clear zone" shall be defined as a space measured five feet from the corner of a building on both sides facing the sidewalk, so that the corner of the building is entirely free from obstruction.

C. Items shall be immediately adjacent to the building and shall not extend beyond the business's property on any side or exceed a total length of twenty-five feet.

D. Sidewalk displays must comply with all provisions of the applicable Village Codes . No festoon lighting, flashing lights or other attention-getting device will be permitted at any time.

E. Items shall not obstruct normal ingress and egress from the business or other businesses.

F. Items shall not be of a nature so as to create a wind-blown hazard.

G. Displays shall not contain hazardous materials, products that contain gasoline and/or oil, or items that can cause damage to the sidewalk.

H. Display items of an establishment may, at the discretion of the director of Planning and Economic Development, be required to be removed at certain times during when placement of the sidewalk display may potentially cause a public health, safety and welfare concern due to the volume of pedestrian traffic and other uses on the public sidewalks.

- I. Amplified music, and music speakers shall be prohibited from the area.

5.16.040 Enforcement and Revocation.

A. A failure to comply with the provisions of this chapter may result in a fine as specified in Sections 1.16.010 of this Code.

B. In the event that the business fails to maintain the sidewalk display in compliance with this chapter, the village may arrange to undertake such work and bill the business for the work. This work may include repair, relocation, or removal of any item so as to conform with the provisions of this chapter.

C. The enforcement of all other sections of this chapter including, but not limited to, the maintenance provisions and restrictions shall be the responsibility of the business.

D. The village, upon determining that the method or manner of use or conduct of persons using such displays pose a threat to public health, safety or welfare, shall have the power and authority to cause the items to be removed immediately and to revoke future sidewalk displays.

Chapter 5.18 OUTDOOR DINING / SIDEWALK CAFÉS

5.18.010 License Required.

No person, partnership, firm, corporation or entity shall operate any sidewalk café and outdoor dining or drinking area within the Village without a license for the same having first been issued by the Village.

5.18.020 Definitions.

A. “Sidewalk café” means the use of any part of any public sidewalk or public property within the Village by any licensed drinking or eating establishment as a seating area where the service of food or beverage is provided.

B. “Outdoor dining or drinking area” means an area used for the sale, service, or consumption of food or beverages that is located outdoors, on private property, of any type of eating or drinking establishment and which is either partially or wholly outside the walls of a building, with or without a solid roof cover.

5.18.030 Eligibility of Sidewalk Café and/or Outdoor Dining or Drinking Area License.

Licenses for sidewalk cafés and outdoor dining and drinking areas:

- A. shall be required, in addition to any annual business and liquor license requirements of the Village; and

- B. shall be approved only for properly licensed drinking establishments, authorizing the on premises consumption of liquor, located in B-1, B-3, B-4, or DD zoning districts; and
- C. shall be neither transferable nor assignable; and
- D. shall be renewable annually, and valid for the period beginning April 1 through November 1 of each year.

Should the operation of the eating or drinking establishment or the operation of the sidewalk café or outdoor dining and drinking area cease, there shall be no refund of the license fee provided to the licensee.

5.18.040 Application for License.

Any operator or owner of an eating or drinking establishment desiring to establish or operate a sidewalk café or outdoor dining and drinking area shall prepare and file an application with the Planning and Economic Development Department. This application shall contain the following information:

- A. Address and contact information for the subject eating or drinking establishment.
- B. A copy of a valid annual business license and liquor license.
- C. The types of food and/or beverages to be sold, served, or consumed at the sidewalk café and/or outdoor dining and drinking area.
- D. The proposed hours of operation of the sidewalk café and/or outdoor dining and drinking area.
- E. A site plan showing depicting the sidewalk café and/or outdoor drinking and dining area which shall include:
 - 1. a seating plan which depicts the locations and all seating, tables, furnishings, barricades, and routes of passage through the dining area and along any adjacent sidewalks or plazas, and
 - 2. setbacks for the zoning district where the use is located shall be labeled and shown; and
 - 3. ingress and egress points to the building and through any barricades or enclosures; and
 - 4. a scale or distances between all features of the outdoor dining area; and
- F. A Certificate of Insurance and a statement of indemnity as required by this Chapter;
- G. Payment of the license application fee(s) as established by the Village Board;

- H. Such additional information as may be requested by the Planning and Economic Development Director.

5.18.050 License Requirements.

- A. Issuance and continued enjoyment of sidewalk café and/or outdoor dining and drinking areas shall be conditioned on the following:
 - 1. The licensee shall comply with all applicable federal, state, Village and other local laws and regulations.
 - 2. Operation of sidewalk café and/or outdoor dining and drinking areas shall not be detrimental to the health, safety, or welfare of persons residing or working in the vicinity.
 - 3. The hours of operation for sidewalk café and/or outdoor drinking and dining area shall be as follows:
 - i. Hours of operation shall not exceed the approved hours of operation granted by the underlying annual business or liquor license; and,
 - ii. Hours of operation may be diminished where doing so is in the health, safety and welfare of persons residing or working in the vicinity, as determined by the Director of Planning and Economic Development.
 - iii. The sidewalk café and/or outdoor dining and drinking areas shall be operated under the same name as the food or drinking establishment to which it is attached.
 - iv. The sidewalk café and/or outdoor dining and drinking areas shall share the same management and same food preparation facilities as the food and drinking establishment to which it is attached.
 - v. The sidewalk café and/or outdoor dining and drinking areas shall not be open or operated at any time when the food or drinking establishment to which it is attached is not open for business.
- B. In addition to the requirements set forth in Section 5.22.050.A, the issuance and continued enjoyment of a sidewalk café license shall be conditioned on the following:
 - 1. The use of public sidewalks or right-of-way for sidewalk cafés shall be permitted only on that portion of public property which is directly contiguous and immediately adjacent to the frontage or side yard of the private property in which the use is located.
 - 2. The licensee shall secure and maintain comprehensive general liability insurance protection and dram shop insurance including but not limited to

coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including contractual liability protection covering the indemnification of the Village, its officers, agents and employees by the owner/operator. This insurance shall provide bodily injury limits of not less than \$1,000,000.00 for each occurrence and not less than \$1,000,000.00 in the aggregate, and with property damage limits of not less than \$500,000.00 for each occurrence and not less than \$500,000.00 in the aggregate. Such insurance shall name the Village of Lemont as an additional insured and shall provide that the policy will not terminate or be canceled prior to the expiration date except upon 30 days' advance written notice to the Village.

3. The licensee shall indemnify and hold harmless the Village, its officers, agents and employees against loss or expense including attorney's fees, by reason of the liability imposed by law upon the Village, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of the granting of a license, operation of a sidewalk café or outdoor dining and drinking area or otherwise occupying public property pursuant to a license under this ordinance.

5.18.060 Placement, Use, and Type of Furniture.

A. The placement of tables, chairs, and other furnishings shall leave at least four feet of an unobstructed, accessible route along the sidewalk or other pedestrian way, and at least 36 inches of accessible route between tables with chairs.

B. The tables, chairs, barriers and other furnishings used in sidewalk café and/or outdoor dining and drinking areas shall be of a type that is easily removed from the public right-of-way. Table and chairs used in the sidewalk café shall be of metal or wrought iron construction. No furniture constructed primarily of plastic shall be allowed.

C. All chairs and tables shall be firmly secured at the end of each business day.

D. No fire exit, fire escape or other required ingress or egress shall be obstructed by the sidewalk café and/or outdoor drinking and dining area.

E. The sidewalk area in and near the sidewalk café and/or outdoor dining and drinking area shall be kept clean and free of refuse and clutter at all times by the license holder regardless of the source of such refuse and clutter.

F. The licensee shall be responsible for the maintenance and upkeep of the public right-of-way used in the operation of a licensed sidewalk café and/or outdoor dining and drinking area. The licensee shall not damage, alter, modify or change any part of the public sidewalk, public right-of-way or public property.

G. The licensee shall be responsible for repairing any incidental damage to public sidewalk, public right-of-way, public property or public improvements resulting from its operation.

5.18.070 Consumption of Alcoholic Beverages at Sidewalk Cafés.

A. The sale and consumption of alcoholic beverages in the sidewalk café and/or outdoor drinking or dining area shall be restricted by the liquor license governing the properly licensed drinking or eating establishment. No alcoholic beverages may be removed from the sidewalk café and/or outdoor drinking or dining area, except into the interior of the properly licensed drinking and eating establishment. The grant of a sidewalk café and/or outdoor drinking or dining area licensee shall be an exception to the general prohibition of such consumption on public sidewalks as provided in Section 9.16.010 of the Lemont Municipal Code.

B. Alcoholic beverages shall not be stored or dispensed, poured, mixed or otherwise transferred into a drinking container, such as a cup or glass, in the sidewalk café and/or outdoor drinking or dining area.

C. For sidewalk café and/or outdoor dining or drinking areas where the consumption of alcohol has been approved, barriers or markings to demarcate the sidewalk café and/or outdoor dining or drinking area shall be required. Any installed barriers shall be removed from the period 1 November through 1 April. The owner/operator is responsible for returning the sidewalk to the condition it was in prior to the erection of the barriers or markings. All barriers or markings must be approved by the Director of Planning and Economic Development prior to its placement and installation.

D. The consumption of alcoholic beverages at the sidewalk café and/or outdoor dining or drinking area shall be prohibited unless approval is expressly granted by the Lemont Liquor Commissioner.

E. Patrons consuming alcoholic beverages in the demarcated sidewalk café and/or outdoor dining or drinking area must be seated at a table. If the establishment serves food, food service must be offered in the demarcated sidewalk café and/or outdoor dining area. The licensee shall be responsible for monitoring this provision.

5.18.080 Alteration, Cancellation or Revocation of License.

A. The terms provided by the grant of a sidewalk café and outdoor dining or drinking area license may be amended or altered by the Director of Planning and Economic Development upon a determination that the use of the sidewalk café and outdoor dining or drinking area poses a threat to public health, safety or welfare.

B. Sidewalk café and outdoor dining or drinking area licenses may be suspended, canceled and/or revoked by the Village Administrator at any time.

C. Sidewalk café and outdoor dining or drinking area licenses do not constitute personal property, and the Village shall retain at all times the right to terminate any license or may completely eliminate this class of license at any time.

5.18.090 Penalties.

A. Any person violating any of the provisions of this Chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding seven hundred fifty dollars (\$750.00). Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

B. Every act or omission constituting a violation of any provision of this Chapter by any officer, director, manager, agent or employee of any licensee shall be deemed and held to be the act of such employer or licensee and the employer or licensee shall be punishable in the same manner as if such act or omission had been done or omitted by him or her personally.

C. Any violation committed pursuant to subsections A and B above, may result in the suspension, cancellation or revocation of sidewalk café and outdoor seating license.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 3: The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this ____ day of _____, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Village Board

Agenda Memorandum

To: Mayor & Village Board

From: George Schafer, Village Administrator

Subject: An Ordinance Supplementing the Gateway Tax Increment
Redevelopment Project and Plan and the 2013 Redevelopment
Plan and Project for the 2013 Amended Gateway Redevelopment
Project Area of the Village of Lemont, Illinois.

Date: March 19, 2014

BACKGROUND/HISTORY:

On July 22, 2013 the Village Board passed a series of ordinances that amended the Gateway TIF District. Subsequent to the passage of said ordinances, the Village received notification from Cook County that the legal description would have to be supplemented with a revised legal description to further clarify the intended area of the amendment. Village TIF council is currently drafting an ordinance to supplement the already passed amending ordinances to satisfy Cook County's requirements. The official ordinance was not ready at the time the Village Board packet was being assembled. When complete, the ordinance will be presented to the Village Board for inspection and approval. The ordinance will not change the intended area. The new legal description will simply state the intended area in a more acceptable manner to Cook County.

RECOMMENDATION:

Staff recommends the approval of the Ordinance

ACTION REQUIRED

Motion to Approve Ordinance

ATTACHMENTS

1. None. The correct supplementing ordinance is currently being drafted and will be presented Monday for inspection and approval.

ORDINANCE NO. _____

AN ORDINANCE SUPPLEMENTING THE GATEWAY TAX INCREMENT REDEVELOPMENT PROJECT AND PLAN AND THE 2013 AMENDED REDEVELOPMENT PLAN AND PROJECT FOR THE 2013 AMENDED GATEWAY REDEVELOPMENT PROJECT AREA OF THE VILLAGE OF LEMONT, ILLINOIS

WHEREAS, pursuant to the initial series of ordinances (Nos. O-05-09, O-06-09 and O-07-09) adopted January 19, 2009 and a 2013 amending series of ordinances (Nos. O-29-13, O-30-13 and O-31-13) (collectively, as supplemented and amended, the **“TIF Ordinances”**) in connection with Gateway Redevelopment Project Area as amended by the 2013 Amended Redevelopment Project Area (collectively, the **“Redevelopment Project Area”**), the Village of Lemont, Illinois (the **“Municipality”**) adopted the redevelopment plan and the redevelopment project (including as amended by the 2013 Amended Redevelopment Plan and Project, collectively, the **“Redevelopment Plan”** and **“Redevelopment Project”**), designated the Redevelopment Project Area, and authorized tax increment finance (**“TIF”**) under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*, as supplemented and amended, the **“TIF Act”**), without changing any boundaries of the Redevelopment Project Area the Municipality at the suggestion and request of the Cook County Clerk’s tax extension office is by this supplementing ordinance providing a revised legal description; and

WHEREAS, the Cook County filing office for TIF Ordinances and related TIF documentation raised questions about the legal description for the Redevelopment Project Area, and the related map of the Redevelopment Project Area, with respect to which the Municipality’s engineers have deleted a redundant **“call”**, more clearly defined the south line, and removed redundant language and scrivener errors, and involve no change in the original legals in TIF Ordinances, but clarify the most recent legal for the Redevelopment Project Area and the map as initially filed, as initially files with Cook County; and

WHEREAS, the amendment under this ordinance effects changes which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list

of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area to a total of more than 10.

NOW, THEREFOR, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, ILLINOIS,
as follows:

Section 1. Amendment. The Redevelopment Plan is hereby amended such that the legal description for the Redevelopment Project Area shall be, and hereby is, as set forth on Exhibit A to this ordinance, together with a new map of the Redevelopment Project Area. The revised legal description does not add to or delete any real property with respect to the Redevelopment Project Area.

Section 2. Conflict. All ordinances (including the TIF Ordinances), the Redevelopment Plan and the Redevelopment Project, resolutions, notices or orders in conflict with this ordinance shall be and are hereby declared to be amended or supplemented, as applicable, to be consistent with this ordinance. This ordinance shall be appended to the Redevelopment Plan (and all other relevant TIF documents and TIF Ordinances) to evidence the amendment or supplement by this ordinance, but any failure to so append shall not abrogate, diminish or impair the effect of any such amendment.

Section 3. Effective/Filing. This ordinance shall be effective upon the last to occur of: (i) its passage and approval; (ii) publication within 10 days of adoption in a newspaper of general circulation within the Municipality; and (iii) mailing by certified mail to each taxing district having real property within the Redevelopment Project Area. The Village Clerk shall file a certified copy of the ordinance with the County Clerk of Cook County in connection with TIF for the Municipality.

Upon motion by Trustee _____, seconded
by Trustee _____, adopted this ____ day of _____,
2014 by roll call vote, as follows:

Voting _____

“Aye” _____

(names): _____

Voting _____

“Nay” _____

(names):

Absent _____

(names):

Approved: _____, 2014

(SEAL)

Village Clerk

Village President

EXHIBIT A

**REVISED LEGAL DESCRIPTION
FOR THE
VILLAGE OF LEMONT, ILLINOIS
GATEWAY REDEVELOPMENT PROJECT AREA**

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, THE NORTHEAST 1/4, THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 11, THE WEST 1/2 OF THE SOUTHWEST 1/2 OF SECTION 13, THE EAST 1/2 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, ALL IN TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST LINE OF LOT 1 IN CHARLES E. BOYER'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE, 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14, SAID LINE ALSO BEING THE WEST LINE OF COMMONWEALTH EDISON RIGHT-OF-WAY; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO A POINT 454.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTHWESTERLY 32.74 FEET ON A LINE THAT WOULD INTERSECT THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND DES PLAINES VALLEY ELECTRIC RAILWAY COMPANY 710.00 FEET NORTHEASTERLY OF THE WEST LINE OF SAID NORTHEAST 1/4 AS MEASURED ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY SAID LINE HEREINAFTER CALLED LINE "A" (LINE "A" IS ALSO A WESTERLY JOG IN THE COMMONWEALTH EDISON RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG A LINE

HEREINAFTER CALLED LINE " B" TO A POINT IN THE CENTERLINE OF THE EAST AND WEST HIGHWAY KNOWN AS GRANT ROAD IN SAID WEST 1/2 OF THE NORTHEAST 1/4 WHICH IS 69.25 FEET SOUTHWESTERLY OF SAID EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 AS MEASURED ALONG CENTERLINE OF SAID HIGHWAY, THE ABOVE DESCRIBED LINE TERMINATING AT THE NORTH LINE OF THE CALUMET SAG CHANNEL; THENCE WESTERLY ALONG SAID NORTH LINE OF THE CALUMET SAG CHANNEL TO THE SOUTHEASTERLY FORMER RIGHT-OF-WAY LINE OF THE CHICAGO AND JOLIET ELECTRIC RAILROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE CENTERLINE OF THE PUBLIC ROADWAY KNOWN AS GRANT ROAD AND ALSO KNOWN AS BLUFF ROAD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF GRANT ROAD, AND ALSO KNOWN AS BLUFF ROAD, TO THE NORTHWESTERLY LINE OF SAID CHICAGO AND JOLIET RAILROAD ALSO BEING THE SOUTHEASTERLY LINE OF THE GULF MOBILE AND OHIO RAILROAD; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 14; THENCE WEST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID GULF MOBILE & OHIO RAILROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHERLY LINE OF THE CALUMET SAG CHANNEL; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE 99.03 FEET TO A POINT IN A LINE 80.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF THE GULF MOBILE AND OHIO RAILROAD AS IT EXISTED ON DECEMBER 14, 1961, AS PER DOCUMENT NO. 18393056; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF THE 90.00 FOOT RESERVE STRIP OF THE ILLINOIS AND MICHIGAN CANAL; THENCE NORTHEASTERLY ALONG THE .LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID GULF MOBILE AND OHIO RAILROAD;

THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE SOUTHEASTERLY LINE OF SAID GULF MOBILE AND OHIO RAILROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE SOUTH ALONG THE LAST DESCRIBED. LINE TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE NORTHWESTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE PROPERTY CONVEYED BY EDWARD P. SUMMERS AND OTHERS TO THE CHICAGO TRUST COMPANY PER DOCUMENT NO. 9199442, SAID LINE ALSO BEING THE CENTERLINE OF LEARY ROAD; THENCE SOUTHERLY ALONG: THE LAST DESCRIBED LINE TO THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY TO THE EASTERLY LINE OF TRI-STATE ROAD, ALSO KNOWN AS ROUTE 83, THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF TRI-STATE ROAD TO ITS INTERSECTION WITH THE CENTERLINE OF SAID GRANT ROAD; THENCE WEST. ALONG THE CENTERLINE OF SAID GRANT ROAD TO A POINT THAT IS 230.80 FEET NORTHEASTERLY OF, AS MEASURED ALONG THE CENTERLINE OF SAID GRANT ROAD, THE INTERSECTION OF THE CENTERLINE OF SAID GRANT ROAD AND THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTHERLY TO A POINT IN A LINE, (SAID LINE IS DESCRIBED AS BEING 1244.70 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14 AND 1012 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 14 AS MEASURED ALONG THE EAST LINE OF SAID SECTION 14 AND SAID POINT IS 228.79 FEET EASTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14 AS MEASURED ALONG THE PREVIOUSLY DESCRIBED LINE); THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF

SAID TRI-STATE ROAD; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE TO THE NORTHERLY LINE OF SAID CALUMET SAG CHANNEL; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE WESTERLY LINE OF SAID TRI-STATE ROAD; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE TO THE SOUTHERLY LINE OF SAID CALUMET SAG CHANNEL; THENCE WESTERLY ALONG THE LAST DESCRIBED LINE TO THE LINE BEING 150 FEET EASTERLY AS MEASURED PERPENDICULAR TO THE PREVIOUSLY DESCRIBED LINE "B" ALSO BEING THE EASTERLY LINE OF THE COMMONWEALTH EDISON RIGHT-OF-WAY; THENCE SOUTHERLY ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF SAID LINE "A";

THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF SAID LINE "A" (ALSO BEING AN EASTERLY JOG IN THE COMMONWEALTH EDISON RIGHT-OF-WAY) 32.74 FEET TO THE EAST MOST EASTERLY LINE OF THE COMMONWEALTH EDISON RIGHT-OF-WAY; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 TO THE EASTERLY LINE OF TRI-STATE ROAD ALSO KNOWN AS ILLINOIS ROUTE 83; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ILLINOIS ROUTE 83 TO THE POINT OF INTERSECTION OF SAID EASTERLY LINE OF TRI-STATE ROAD WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOTS 9 AND 10 IN COUNTY CLERKS DIVISION OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 30, 1880 AS DOCUMENT 269297; THENCE SOUTHERLY, ALONG SAID EXTENDED LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE NORTH LINE OF SAID LOT 9; THENCE WEST, ALONG THE NORTH LINE OF LOT 9 TO THE NORTHWEST CORNER OF THE EAST 110.00 FEET OF LOT 9; THENCE SOUTH, ALONG THE WEST LINE OF THE EAST 110.00 FEET OF LOT 9, AND THE SOUTHERLY EXTENSION THEREOF TO, THE SOUTH LINE OF ROAD AS NOW WIDENED (SAID LINE OF ROAD AS NOW WIDENED DESCRIBED AS BEING A LINE CONNECTING A POINT ON THE SOUTH LINE OF ARCHER AVENUE AS DEDICATED MARCH 4, 1929 AND RECORDED AS DOCUMENT 10298760, SAID POINT BEING 291.71 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE EAST LINE OF BELL ROAD AND THE SOUTHERLY LINE OF A PUBLIC ROAD AS DEDICATED BY DOCUMENT 10298760 AFORESAID WITH A POINT THAT IS 100.00 FEET SOUTHERLY (AS MEASURED ALONG THE EAST LINE OF BELL ROAD) OF THE POINT OF INTERSECTION OF THE EAST LINE OF BELL ROAD AND THE SOUTHERLY LINE OF A PUBLIC ROAD AS DEDICATED BY DOCUMENT 10298760 AFORESAID, SAID LINE HEREINAFTER CALLED LINE "C") THENCE NORTHWESTERLY, ALONG LINE "C" TO THE EAST LINE OF BELL ROAD; THENCE NORTHWESTERLY TO A POINT ON THE WEST LINE OF BELL ROAD THAT IS 60.00 FEET SOUTH (AS MEASURED ALONG THE WEST LINE OF BELL ROAD) OF THE SOUTHEAST CORNER OF LOT 1 IN CHRISTIAN BOE'S SUBDIVISION, RECORDED AUGUST 28, 1872 AS DOCUMENT 52612 (SAID POINT BEING ON THE SOUTH LINE OF CHICAGO JOLIET ROAD AS WIDENED); THENCE NORTH, ALONG THE WEST LINE OF BELL ROAD TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF LOTS 1, 2, 3 AND 5 IN CHRISTIAN BOE'S SUBDIVISION, TO A POINT THAT IS 101.94 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 5 IN SAID CHRISTIAN BOE'S SUBDIVISION; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23,

TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF BELL ROAD/OLD ARCHER AVENUE; THENCE SOUTH ALONG THE LAST DESCRIBED LINE INCLUDING THAT PART TAKEN FOR THE WIDENING OF BELL ROAD / OLD ARCHER AVENUE AND ITS SOUTHEASTERLY EXTENSION TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF OLD ARCHER AVENUE EXTENDED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF OLD ARCHER AVENUE TO THE WESTERLY LINE OF WIDENED BELL ROAD; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF WIDENED BELL ROAD TO A POINT THAT IS 85.00 FEET WEST OF THE EAST LINE OF SAID SECTION 23 AND 80.00 FEET NORTHERLY OF THE CENTER LINE OF NEW ARCHER AVENUE, SAID POINT BEING ON THE NORTHERLY LINE OF NEW ARCHER AVENUE (ROUTE 4); THENCE SOUTHWESTERLY, ALONG THE LAST DESCRIBED LINE TO THE SOUTHERLY LINE OF OLD ARCHER AVENUE; THENCE SOUTHERLY, ALONG THE LAST DESCRIBED LINE

TO THE SOUTHERLY EXTENSION OF A LINE 150.00 FEET EAST OF AND PARALLEL WITH AS MEASURED PERPENDICULAR TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4

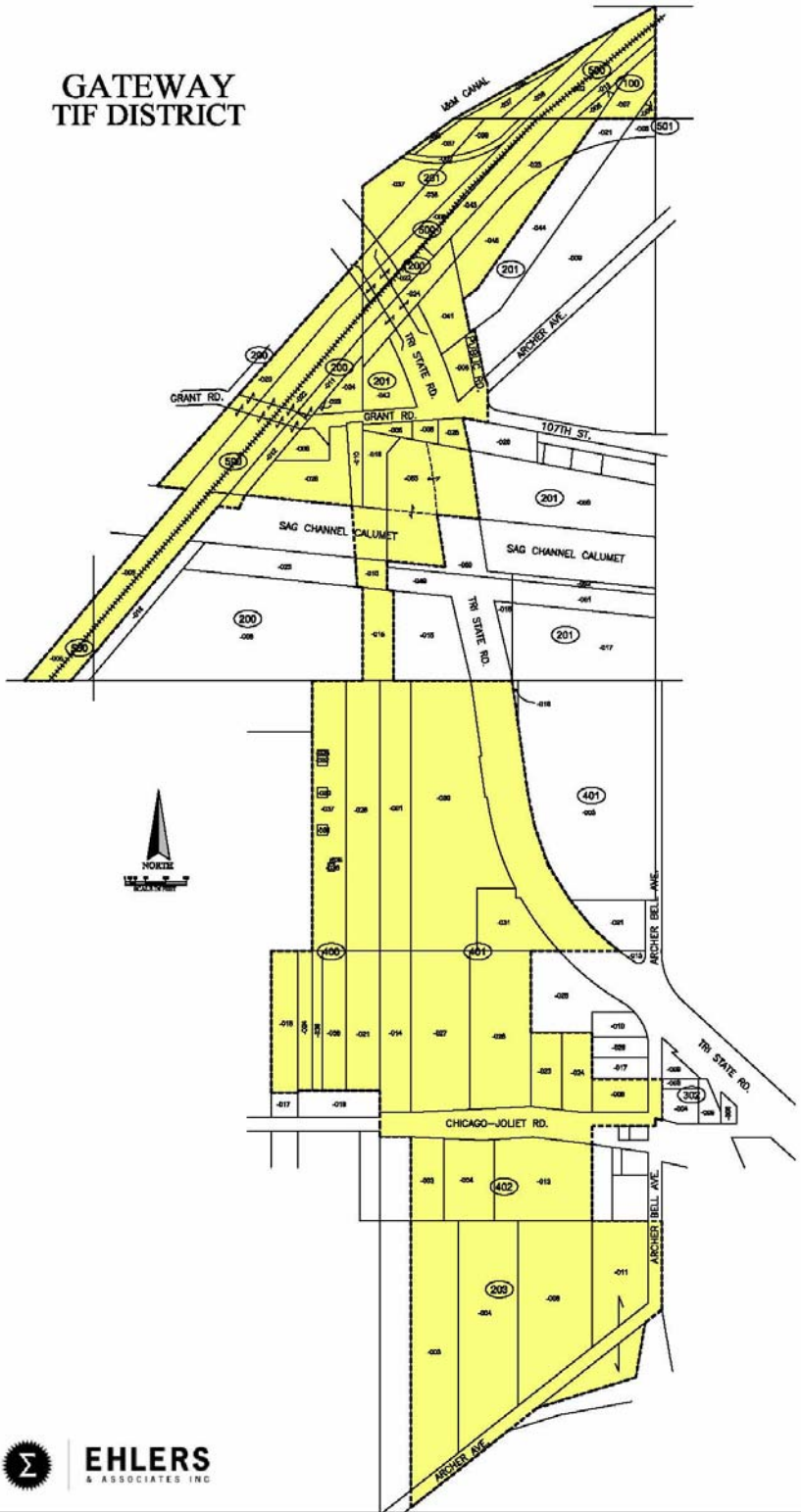
OF SAID SECTION 23; THENCE NORTH ALONG THE LAST DESCRIBED LINE AND ITS NORTHERLY EXTENSION TO THE SOUTH LINE OF SAID CHICAGO-JOLIET ROAD AS WIDENED; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE NORTHERN ILLINOIS GAS COMPANY'S PROPERTY AS PER DOCUMENT NO. 18785599 RECORDED MAY 2, 1963 (ALSO BEING THE NORTH LINE OF PERMANENT INDEX NUMBER 22-14-400-019); THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 6 IN SAID CHARLES E. BOYER'S SUBDIVISION; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LOT 1 IN SAID CHARLES E. BOYER'S SUBDIVISION ALSO BEING THE WEST LINE OF THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM ANY PART OF SAID GRANT ROAD LYING SOUTH OF THE PREVIOUSLY DESCRIBED CENTERLINE OF ROAD AND ALSO EXCEPTING THAT PART OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHEASTERLY BOUNDARY OF JOLIET CHICAGO RAILROAD COMPANY AND THE SOUTHERLY LINE OF PUBLIC ROADWAY, KNOWN AS GRANT ROAD AND ALSO KNOWN AS BLUFF ROAD; THENCE 110 FEET EASTERLY ALONG SAID SOUTHERLY ROAD LINE; THENCE DUE SOUTH 157.14 FEET; THENCE DUE WEST 207.01 FEET TO THE SOUTHEASTERLY BOUNDARY OF JOLIET CHICAGO RAILROAD; THENCE

NORTHEASTERLY ALONG SAID BOUNDARY LINE TO THE PLACE OF BEGINNING, (EXCEPT THAT PART WHICH LIES NORTHEASTERLY OF A LINE BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID PUBLIC ROADWAY 80.00 FEET WESTERLY OF THE NORTHEAST CORNER AS MEASURED ON SAID SOUTHERLY LINE; THENCE SOUTHEASTERLY TO A POINT IN THE EASTERLY LINE 66, 71 FEET DUE SOUTH OF THE NORTHEAST CORNER AND THERE TERMINATING.

EXCEPT FROM THE HEREINABOVE DESCRIBED LANDS AN IRREGULAR SHAPED PARCEL, BEING A PART OF LOT 2 IN DOOLIN & KIRK'S RESUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 2 WITH THE WESTERLY RIGHT OF WAY OF A PUBLIC HIGHWAY. DEDICATED BY INSTRUMENT DATED JUNE 3, 1937 AND RECORDED JUNE 11, 1937 AS DOCUMENT NUMBER 12010930; THENCE SOUTHEASTERLY, ALONG SAID HIGHWAY RIGHT-OF-WAY, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1453.75 FEET AND A CHORD BEARING OF SOUTH 42 DEGREES 49 MINUTES 39 SECONDS EAST, 21.83 FEET; THENCE SOUTH 35 DEGREES 36 MINUTES 32 SECONDS WEST A DISTANCE OF 52.25 FEET; THENCE NORTH 29 DEGREES 50 MINUTES 57 SECONDS WEST 66.96 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 89 DEGREES 30 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 48.92 FEET TO THE POINT OF BEGINNING,

IN COOK COUNTY, ILLINOIS.

GATEWAY TIF DISTRICT



STATE OF ILLINOIS)
THE COUNTY OF COOK) SS.
VILLAGE OF LEMONT)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Village Clerk of the Village of Lemont, Illinois (the “**Municipality**”), and as such official I am the keeper of the records and files of the Municipality and of the President and Board of Trustees (the “**Corporate Authorities**”).

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the ____ day of _____, 2014, insofar as same relates to the adoption of Ordinance No. _____, entitled:

AN ORDINANCE SUPPLEMENTING THE GATEWAY TAX INCREMENT REDEVELOPMENT PROJECT AND PLAN AND THE 2013 AMENDED REDEVELOPMENT PLAN AND PROJECT FOR THE 2013 AMENDED GATEWAY REDEVELOPMENT PROJECT AREA OF THE VILLAGE OF LEMONT, ILLINOIS,

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved on the date therein set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Village President on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted at the City Hall taped to a glass window or door with all pages visible and readable to the outside (at street level) 24/7 and on the Issuer’s website at least 48 hours prior to the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Lemont, Illinois, this ____ day of _____, 2014.

(SEAL)

Village Clerk



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves
Village Board of Trustees

FROM: Martha M. Glas, Village Planner

THRU: Charity Jones, AICP, Planning & Economic Development Director

SUBJECT: Case 14-01 410 Main St. Variation

DATE: March 19, 2014

SUMMARY

John Savarino, the owner of 410 Main St., is seeking a variation from the Unified Development Ordinance to allow for a residential unit on the first floor for a property subject to the Main St. street type standards in the DD district. This street type reflects the character of the historic central business district has buildings with mixed use and is intended to preserve and enhance the historic character of the downtown. The property was constructed in 1992 and has 3 stories. The 2nd and 3rd floors each contain 2 residential units. The first floor has one currently occupied commercial unit at the front of the building facing Main St. and a rear unoccupied unit. The rear unit has separate utilities. Staff and PZC recommended approval.

The Committee of the Whole reviewed the application at its March 10, 2014 meeting and concurred with the recommendation of the PZC. The location of the residential unit is limited to the rear unit as depicted in Exhibit C of the Ordinance.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

An Ordinance Granting A Variation To Allow A Residential Unit On The First Floor Of A Property Located On The Main St. Street Type Of The Downtown District At 410 Main St. In Lemont, IL

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A RESIDENTIAL UNIT ON
THE FIRST FLOOR OF A PROPERTY LOCATED ON THE MAIN ST. STREET TYPE
OF THE DOWNTOWN DISTRICT AT 410 MAIN ST. IN LEMONT, IL**

(410 Main St.)

**Adopted by the President
and Board of Trustees
of the Village of Lemont
This 24th Day of March, 2014.**

**Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 24th day of
March, 2014.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A VARIATION TO ALLOW A RESIDENTIAL UNIT ON THE FIRST FLOOR OF A PROPERTY LOCATED ON THE MAIN ST. STREET TYPE OF THE DOWNTOWN DISTRICT AT 410 MAIN ST. IN LEMONT, IL

(410 Main St.)

WHEREAS, John and Sandra Savarino, herein after referred to as “the Petitioner” are the owners of the property at 410 Main St in Lemont (PIN 22-20-420-005-0000) hereinafter referred to as "the subject property," legally described and depicted in Exhibit A; and

WHEREAS, the Petitioner is seeking a variation to the Unified Development Ordinance, §17.09.090A(1) to allow a residential unit on the first floor of a property located on the Main St. street type in the Downtown District; and

WHEREAS, the Planning and Zoning Commission of the Village of Lemont, Illinois conducted a Public Hearing on February 19, 2014 and voted 5-0 to recommend approval of the requested variation; and

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

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

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

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

SECTION 2: Variation. A variation is granted from the Unified Development Ordinance, §17.09.090A(1) to allow a residential unit on the first floor of a property located on the Main St. street type in the Downtown District. The residential use is limited to the rear unit, as depicted in Exhibit C.

SECTION 3: Nothing in this Ordinance shall be construed to be a waiver or a grant of authority to any other section of the Lemont, Illinois Municipal Code, or any other federal, state, or local law, rule or regulation.

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

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval and publication provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, DUPAGE AND WILL, ILLINOIS, ON THIS 24th DAY OF March, 2014.

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

Approved by me this 24th day of March, 2014

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

EXHIBIT A

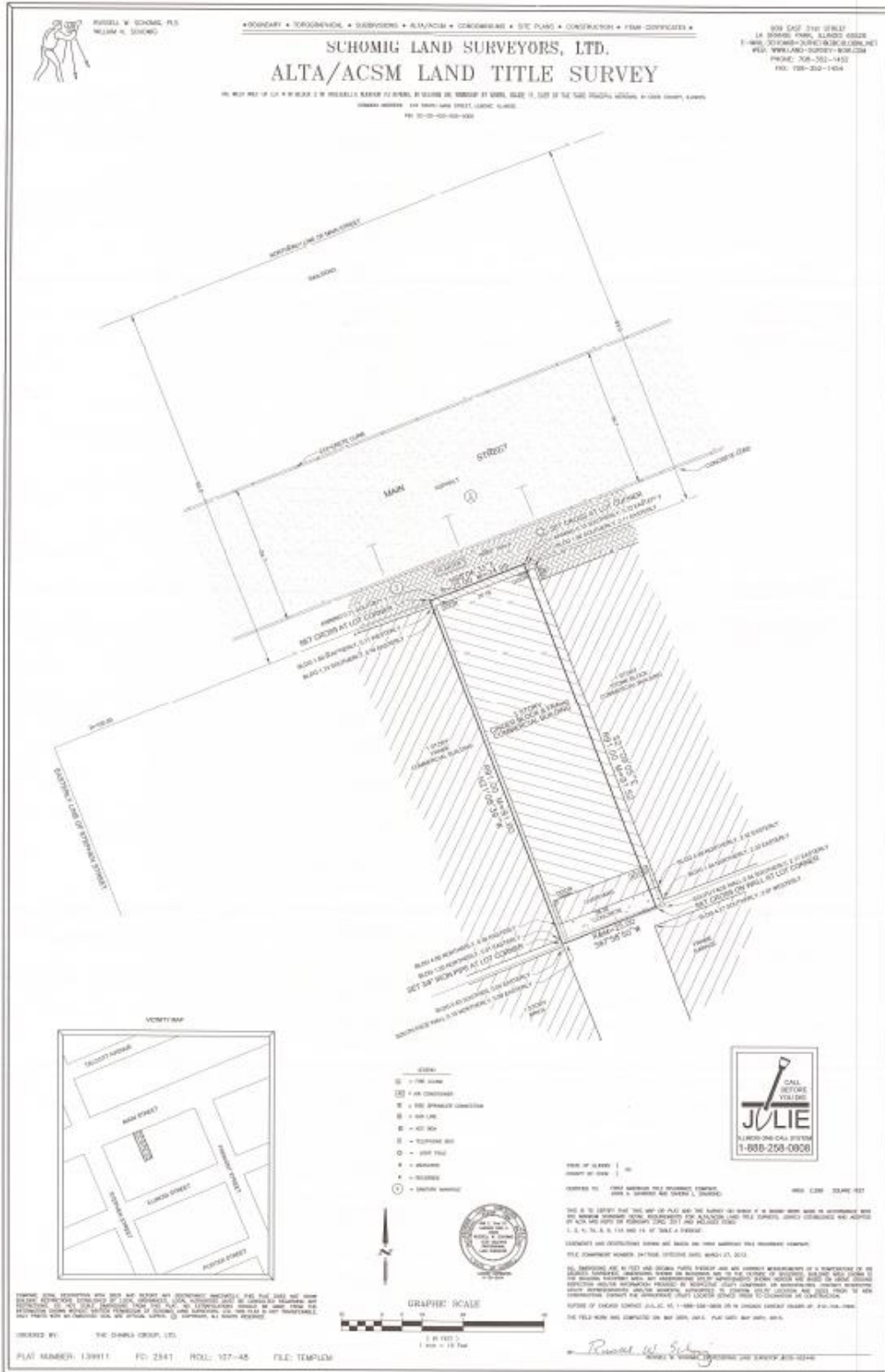
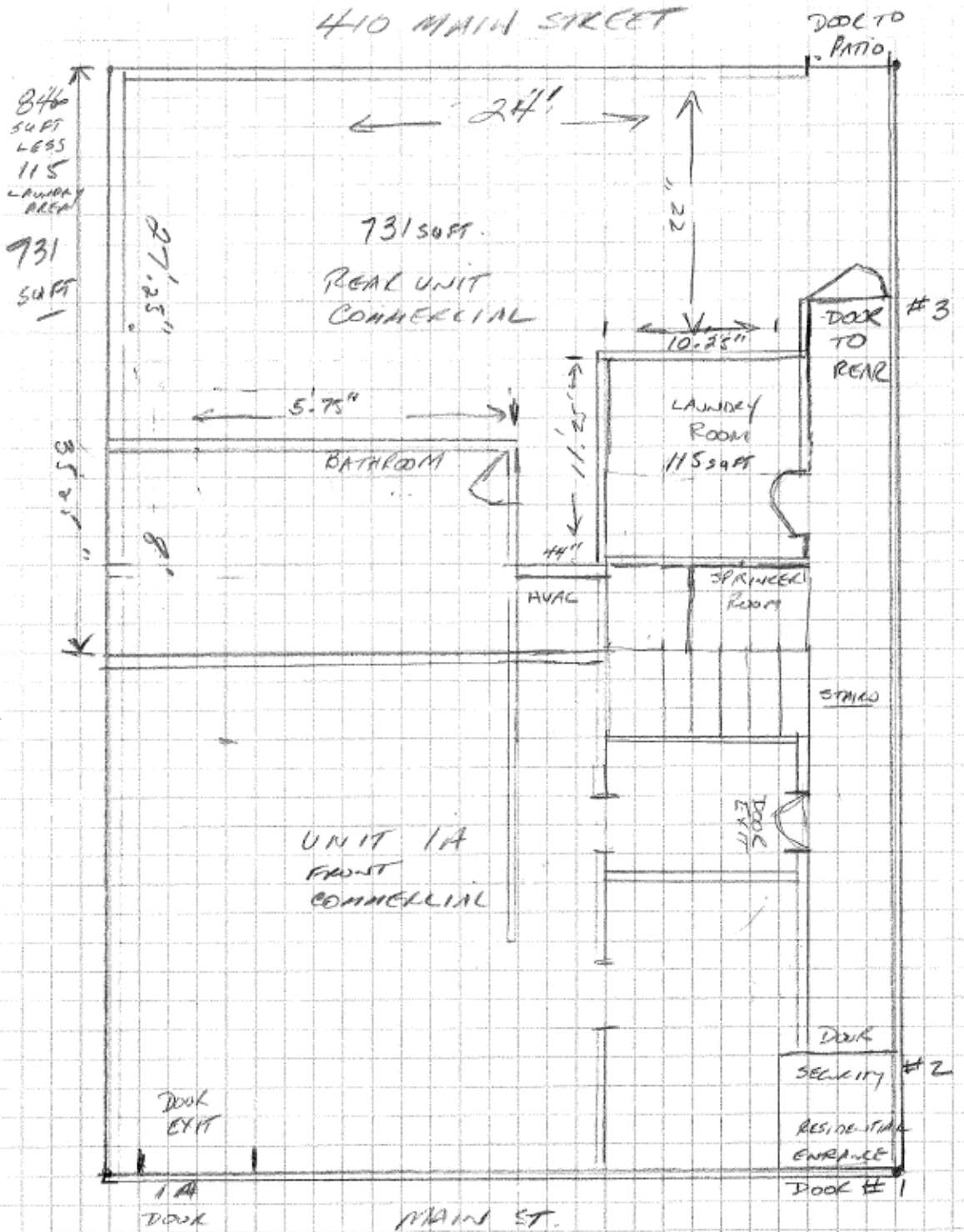


EXHIBIT B

FINDINGS. Based upon the evidence and testimony presented in the public hearing, the Planning & Zoning Commission finds the following:

1. The variation is consistent with general purpose and intent of the Unified Development Ordinance in that it will not have a negative impact on surrounding properties, or the Village in general.
2. The property has a unique configuration in that it has 2 commercial units and laundry facilities on the first floor. The commercial units are existing units and were not created by the owner. The units have separate utilities.
3. One commercial unit is located in the front of the building and faces Main St. and the other is in the rear of the building. The commercial unit in the front of the building is viable and provides the commercial exposure sought along the Main St. street type. The rear unit does not have exposure along Main St. and is accessible only through a secured door that currently serves the residents and the laundry facilities. The configuration of the units, location of the laundry facilities and the access limitation make commercial use impractical and creates a hardship for the owner.

EXHIBIT C



Village Board

Agenda Memorandum

To: Mayor & Village Board
From: Chief Kevin W. Shaughnessy
Subject: **Disposal of Property**

Date:
03-24-14

BACKGROUND/HISTORY

The Lemont Police Department has recently retired the K-9 Dog from active duty within the Village of Lemont. We are seeking this Boards approval to remove the K-9 Dog from inventory assets. Due to the K-9 retirement, the Police Department no longer has use for the 2012 Chevrolet Tahoe K-9 Patrol Vehicle. The Police Department seeks this Boards approval to dispose of this property. The Lockport Police Department has recently started a K-9 program and is currently seeking equipment. The attached IGA, if approved, will transfer the Lemont Police Department's 2012 Chevrolet Tahoe K-9 Unit to the Lockport Police Department in exchange for a 2013 Ford SUV Interceptor Patrol Vehicle and \$3000.00. The exchange of the vehicles will benefit both agencies motor vehicle fleets.

RECOMMENDATION : Staff recommends passage

ATTACHMENTS (IF APPLICABLE)

Inter-Governmental Agreement

SPECIFIC VILLAGE BOARD ACTION REQUIRED

The passage of the proposed agreement at the upcoming Village Board Meeting

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS
VILLAGE PROPERTY**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS ___ DAY OF _____, 2014**

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 ___ day of _____, 2014.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS
VILLAGE PROPERTY**

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

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

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

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

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

- Lemont Police Department canine commonly known as Tazer
- 2012 Chevrolet Tahoe 4x2 Police Pursuit Vehicle VIN# 1GNLC2E07CR293508

SECTION 3: That pursuant to the authority of the Code, the President and Board of Trustees hereby authorize and direct the Chief of Police or his designee to dispose of the Chevrolet Tahoe by swapping same with the Village of Lockport in exchange for a Ford Sport Utility vehicle as more fully set forth in an intergovernmental agreement between the parties, and to dispose of the police canine, Tazer, in any manner he sees fit, which may include the sale or donation of the aforementioned property.

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this ____ day of _____, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Resolution No. _____

A Resolution Approving an Intergovernmental Agreement between the Village of Lemont and City of Lockport for the Exchange of Municipal Police Vehicles

WHEREAS, the President and Board of Trustees desire to enter into an Intergovernmental Agreement for Police Vehicle Exchange (“Agreement”) with the City of Lockport, a copy of which is attached as Exhibit A and incorporated in its entirety;

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

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

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

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this _____ day of _____, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LEMONT
AND CITY OF LOCKPORT FOR THE EXCHANGE OF MUNICIPAL POLICE
VEHICLES**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LEMONT
AND CITY OF LOCKPORT FOR THE EXCHANGE OF MUNICIPAL POLICE
VEHICLES**

THIS AGREEMENT is made and entered into as of the date last set forth below, by and between the Village of Lemont, an Illinois municipal corporation (referred to as “Lemont” or “Village”), and the City of Lockport, an Illinois municipal corporation (referred as “Lockport” or “City”). Lemont and Lockport are sometimes hereinafter referred to individually as a “Party” and together as the “Parties.”

W I T N E S S E T H

WHEREAS, the Village and the City are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois of 1970 and public agencies as that term is used in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the President and Board of Trustees of the Village have declared, by Ordinance No. _____, the following property to be surplus property: 2012 Chevrolet Tahoe 4x2 Police Pursuit Vehicle, VIN# 1GNLC2E07CR293508 (“Tahoe”); and

WHEREAS, the Mayor and the City Council of the City have declared, by Ordinance No. _____, the following property to be surplus property: 2013 Ford Sport Utility Vehicle, VIN# 1FM5K8AR4DGC62947 (“Ford”);

WHEREAS, the City has expressed a need for the Tahoe, and has agreed to exchange the Tahoe for the Ford vehicle owned by the City; and

WHEREAS, the Parties have determined that it is their respective best interests to exchange the two vehicles subject to the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The findings and recitals set forth above are hereby incorporated by reference into this Agreement as if set forth verbatim herein.

2. Exchange of Vehicles. The Village and the City have declared the Tahoe and the Ford police vehicles to be surplus property. The Parties further state:

- (a) The Tahoe is a police vehicle and is outfitted with certain additional equipment designed to allow its use as a police canine vehicle.
- (b) The City has a need for a police canine vehicle and has expressed an interest in acquiring the Village's Tahoe.
- (c) The City's Ford is a police vehicle that includes police equipment, when new, that was valued at \$10,060.49, and which has been declared surplus property.
- (d) The City and the Village have agreed to exchange the two vehicles, with the Village taking title to the Ford and the City taking title to the Tahoe.
- (e) The City has further agreed to pay the Village the sum of \$3,000 as additional consideration for the specialized equipment fitted for Tahoe to allow that vehicle to operate as a K9 unit vehicle.

3. Choice of Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

4. Amendment. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.

5. Integration Clause. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. All Parties acknowledge that no representations have been made which have not been set forth herein.

6. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7. Due Authority. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

* * *

Remainder of Page Intentionally Blank

Signature Page to Follow

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be executed by a duly authorized officer thereof as of the date last set forth below.

VILLAGE OF LEMONT:

By: _____
President

Attest: _____
Village Clerk

Date: _____

[Seal]

CITY OF LOCKPORT:

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

[Seal]

Village Board

Agenda Memorandum

To: Mayor & Village Board

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

Subject: FY15 Capital Improvement Program

Date: March 18, 2014

BACKGROUND/HISTORY:

Staff began the FY15 Capital Improvement Program in November 2013. All capital requests were submitted to Finance in December 2013. On February 10, 2014 the program was discussed with the Board at a Committee of the Whole meeting. Changes were made to the plan based upon funding sources and grants.

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 2015. 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 FY2015 Proposed Annual Operating Budget that is scheduled to be approved on April 14, 2014.

RECOMMENDATION:

Pass the resolution adopting the FY2015 Capital Improvement Program.

Village of Lemont

FY15 Proposed Capital Plan Listing- Updated 03/13/2014

CIP NAME	PROJECT FY	EST COST	FUND DESCRIPTION
Main Street Paver Brick Rehabilitation/Budnick Plaza Brick Replacement	FY2015	\$200,000.00	Downtown TIF
I&M Canal Repairs	FY2015	\$300,000.00	Downtown TIF
2014 Bridge Repairs	FY2015	\$275,000.00	Downtown TIF/ Road Improvement
Gateway Signs	FY2015	\$7,200.00	Gateway TIF
Land Acquisition	FY2015	\$550,000.00	Gateway TIF/Road Improvement
Demolition	FY2015	\$80,000.00	Gateway TIF
Emerald Ash Borer (EAB)	FY2015	\$50,000.00	General Fund
Emerald ash borer replacement trees	FY2015	\$10,000.00	General Fund
2014 MFT Resurfacing Program	FY2015	\$685,000.00	MFT/Road Improvement
Enhanced Parking Machines - Metra Lot	FY2015	\$35,100.00	Parking Lot
Tollway Payment	FY2015	\$75,000.00	Road Improvement
Sidewalk Repair	FY2015	\$25,000.00	Road Improvement
State Street Retaining Wall Replacement	FY2015	\$40,000.00	Road Improvement
CDBG Sidewalk Replacement Program	FY2015	\$305,000.00	Road Improvement
Smith Farms West Detention Basin Repairs	FY2015	\$24,000.00	Road Improvement
Meadowlark Subdivision Pavement Surfacing	FY2015	\$57,500.00	Road Improvement
Archer Avenue (IL 171)- Improvements at Long Run Creek by IDOT	FY2015	\$30,000.00	Road Improvement
First Street Paving: Schultz Street to McCarthy Road	FY2015	\$33,000.00	Road Improvement
Canal Street Repaving: Lemont Street to Stephen Street	FY2015	\$13,000.00	Road Improvement
IMTT Culvert Replacement	FY2015	\$465,000.00	Water/Sewer/ Stormwater
Water Tower Cleaning/Repair- State Street	FY2015	\$10,000.00	Water/Sewer/ Stormwater
Warner Avenue Water Main Replacement - Phase 1	FY2015	\$330,000.00	Water/Sewer/ Stormwater
Warner Avenue Water Main Replacement - Phase II	FY2015	\$193,000.00	Water/Sewer/ Stormwater
Castle Bowl Drainage Channel Repairs- North of Logan Street	FY2015	\$23,000.00	Water/Sewer/ Stormwater
Pfeiffer Avenue (North) Retaining Wall Repair (West of Edgewood Drive) 33 Eureka Retaining Wall Repairs	FY2015	\$48,000.00	Water/Sewer/ Stormwater
Buffet Harbor Detention Basin Rehabilitation	FY2015	\$18,000.00	Water/Sewer/ Stormwater
Water Supply Study Update	FY2015	\$25,000.00	Water/Sewer/ Stormwater
2014 Sanitary Sewer Cleaning & Television	FY2015	\$34,000.00	Water/Sewer/ Stormwater
Athen Knolls Lot 16 Detention Basin Modifications	FY2015	\$66,000.00	Water/Sewer/ Stormwater
East Street Water Main Replacement	FY2015	\$140,000.00	Water/Sewer/ Stormwater

\$4,146,800.00

Resolution No. _____

**A Resolution Approving the Capital Improvement Program for the Village of Lemont
For Fiscal Year 2015**

WHEREAS, the Village of Lemont (“Village”) Village Administrator proposed to the Village Board a Capital Improvement Program for fiscal year 2015: 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 Ordinance 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 2015 is hereby approved in the amount of \$4,146,800.00.

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 2015, but shall not create an entitlement for any person or entity to have a particular improvement or obligate the Village to expend any money.

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 _____, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

to: Mayor Brian K. Reaves
Village Board of Trustees

from: James L. Cainkar, P.E., P.L.S., Acting Village Engineer

subject: 2014 MFT Maintenance Program
MFT Documentation

date: March 24, 2014

BACKGROUND

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 rock salt, pavement patching, street lights, street signs, and electrical energy for street lighting. Also included in the 2014 MFT budget is the resurfacing of various streets. 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 \$486,000.00.

PROS/CONS/ALTERNATIVES

The Resolution must be passed to use MFT funds for this work.

RECOMMENDATION

Approval of the MFT Maintenance Resolution in the amount of \$486,000.00.

ATTACHMENTS

- MFT Maintenance Resolution
- Municipal Estimate of Maintenance Costs
- Request for Expenditure of MFT Funds
- Map of Streets to be Resurfaced

VILLAGE BOARD ACTION REQUIRED

Approval of IDOT documents, as noted.



**Illinois Department
of Transportation**

**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
(Council or President and Board of Trustees)
VILLAGE of LEMONT, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$486,000.00 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, 2014
(Date)
to December 31, 2014
(Date)

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

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

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

I, Charlene M. Smollen Clerk in and for the Village
(City, Town or 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 24, 2014
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24th day of March, 2014

(SEAL) _____ Village Clerk
(City, Town or Village)

Approved

Regional Engineer
Department of Transportation

Date



For District Use Only

Transaction Number

Date

Checked by

Municipality Lemont

County Cook, DuPage & Will

Rd. District 1

Section 14-00000-00-GM

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

Purpose	Amount
Contract Construction.....	_____
Day Labor Construction	_____
Right-of-Way (Itemized On Reverse Side).....	_____
Engineering	_____
Maintenance Engineering	_____
Engineering Investigations	_____
Other Category.....	_____
Obligation Retirement.....	_____
Maintenance.....	\$ <u>486,000.00</u>
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____)	_____
IMRF or Social Security.....	_____
Interest _____	_____
_____	_____
_____	_____
Total	\$ <u>486,000.00</u>

Comments _____

Date March 24, 2014

Signed by _____

George Schafer, Administrator
Title of Official

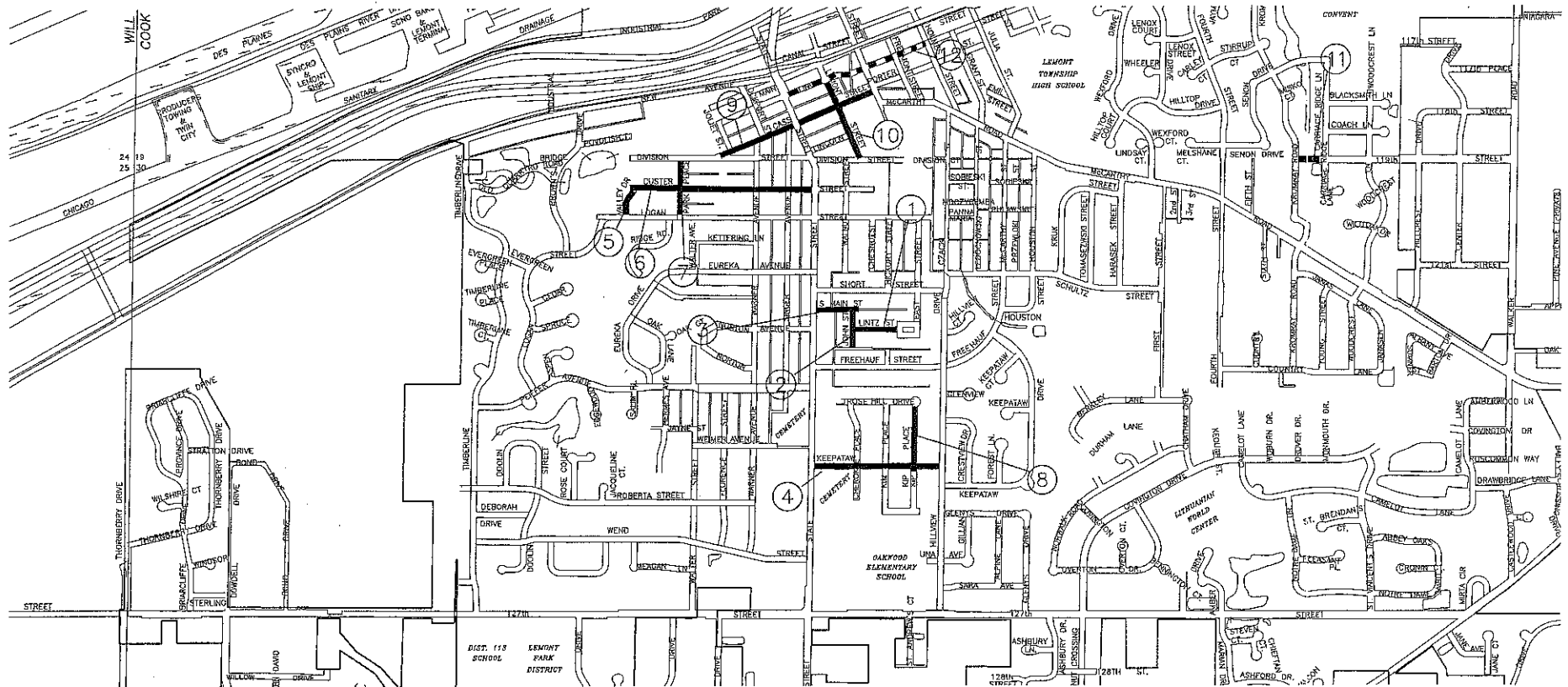
Approved

Date
Department of Transportation

Regional Engineer

VILLAGE OF LEMONT, ILLINOIS

2014 M.F.T. ROAD RESURFACING PROGRAM



STREETS		LENGTH	STREETS		LENGTH
①	LINTZ STREET - EAST OF JOHN STREET	529 FT	⑦	PARK PLACE - LOGAN STREET TO DIVISION STREET	670 FT
②	JOHN STREET - FREEHAUF ALLEY TO SOUTH MAIN STREET	461 FT	⑧	KIP PLACE - SOUTH OF KEEPATAW DRIVE TO ROSE HILL DRIVE	777 FT
③	S. MAIN STREET - STATE STREET TO JOHN STREET	392 FT	⑨	CASS STREET - JOLIET STREET TO STEPHEN STREET	1,842 FT
④	KEEPATAW DRIVE - STATE STREET TO HILLVIEW DRIVE	1,435 FT	⑩	LEMONT STREET - ILLINOIS STREET TO DIVISION STREET	955 FT
⑤	VALLEY DRIVE - LOGAN STREET TO CUSTER STREET	356 FT	⑪	119TH STREET - KROMRAY ROAD TO CARRIAGE RIDGE LANE	310 FT
⑥	CUSTER STREET - VALLEY DRIVE TO STATE STREET	2,001 FT	⑫	ILLINOIS STREET - MISC. WATER SERVICE PAVEMENT PATCHING	

TOTAL 9,728 FT (1.84 miles)



Frank Novotny & Associates, Inc.

Civil Engineers/
Municipal Consultants
826 Midway Drive • Willowbrook, IL • 60527 • Telephone: (630) 887-8640 • Fax: (630) 887-0132
Illinois Professional Design Firm No. 164-00088

PROJECT

VILLAGE OF LEMONT, ILLINOIS
2014 M.F.T. RESURFACING PROGRAM

REVISIONS

NO.	BY	DATE	DESCRIPTION

LOCATION MAP

PROJECT NO. 13389	SCALE NONE	SHEET 1
DRAWN/DESIGNED JFP/JLC	DATE MAY, 2014	OF 1
CHECKED/APPROVED JLC	FIELD BOOK NO. FILE	SHEETS

Village Board

Agenda Memorandum

To: Mayor & Village Board
From: Chief Kevin W. Shaughnessy
Subject: **Quicket Solutions Inc. Agreement**

Date:
03-24-14

BACKGROUND/HISTORY

The Lemont Police Department is committed to improving the technology in the issuance of citations and traffic crash reports. Quicket Solutions has chosen the Lemont Police Department to be a developmental test agency for their state of the art in-car electronic citation program, accident reporting program and Electronic Mobile Payment. Cook, Will and DuPage Counties, as well as the Illinois Department of Transportation are moving toward the requirement of electronic filing of both citations and accident reports. The implementation of this technology would comply with the wishes of IDOT and the counties we serve as well as reduce the time for an officer to issue a citation and for clerical to manually enter the citation or accident.

RECOMMENDATION : Staff recommends passage

ATTACHMENTS (IF APPLICABLE)

Development Agreement

SPECIFIC VILLAGE BOARD ACTION REQUIRED

The passage of the proposed agreement at the upcoming Village Board Meeting

Resolution No. _____

A Resolution Approving an Agreement with Quicket Solutions for the Research and Development of Electronic Citation and Ticketing

WHEREAS, the Village of Lemont (“Village”) is dedicated to the enforcement of laws; and

WHEREAS, Quicket Solutions (“Quicket”) is engaged in research and development for the design, creation, implementation and support of electronic citation and ticketing solutions; and

WHEREAS, Quicket’s ticketing solutions are intended to be used by various governmental entities, such as police departments and courts, to reduce dramatically the information technology infrastructure acquisition and maintenance expenses currently necessary to implement and maintain an electronic or digital citation system; and

WHEREAS, Quicket is interested in further developing its ticketing solutions through studying and testing its solutions by and through the Village at no cost to the Village; and

WHEREAS, the Village finds it is in the best interests of the health, safety and welfare of the public to allow Quicket to study and test its solutions through the Village police department; and

WHEREAS, the President and Board of Trustees desire to enter into a Development Agreement (“Agreement), substantially in the form attached hereto as Exhibit A;

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

Section One: The Agreement attached hereto as Exhibit A is hereby approved, subject to the Village Attorney’s approval.

Section Two: The Village Administrator is authorized to execute the Agreement and to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this _____ day of _____, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

EXHIBIT A

**DEVELOPMENT AGREEMENT
AND STATEMENT OF WORK
BETWEEN
QUICKET SOLUTIONS
AND
VILLAGE OF LEMONT**

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”), effective as of _____, 2014 (“Effective Date”) is entered into by Village of Lemont (“LEMONT”), and Quicket Solutions, Inc., a Delaware Corporation (“QUICKET”). LEMONT and QUICKET are collectively, the “Parties” and individually a “Party”.

BACKGROUND

WHEREAS, QUICKET is engaged in research and development for the design, creation, implementation and support of electronic citation and ticketing solutions (“Solution” or “Solutions”) intended to be used by various governmental entities, such as police departments and courts, to reduce dramatically the information technology infrastructure acquisition and maintenance expenses currently necessary to implement and maintain an electronic or digital citation system; and

WHEREAS, LEMONT is a Village responsible for and in carrying out the enforcement of Village and State, laws through its Police Department and is interested in working with QUICKET and help establish new law enforcement capabilities utilizing technological advances in the field by and through its officers by serving as a test site for initial, subsequent and/or various versions or prototypes of one or more Solutions.

AGREEMENT

In consideration of the mutual agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, QUICKET and LEMONT agree as follows:

ARTICLE I – DEFINITIONS

The following terms shall have the indicated meaning for all purposes of this Agreement.

“Development Program” means the effort of the Parties to study and develop one or more Prototypes (via one or more Projects), to the stage of readiness for pilot or use, as more particularly described in Exhibit 1.

“Existing Information” means information of a Party, including data, relating to the Development Program that is in existence prior to the Effective Date or is generated, developed, created, or otherwise comes into existence on or after the Effective Date but not specifically in connection with activities conducted pursuant to this Agreement.

“Existing Patent Rights” means rights in patents and patent applications on inventions relevant to and useful in the work done pursuant to the Development Program that were conceived prior to the Effective Date or were conceived, invented or developed as a result of work not specifically associated with the Development Program.

“Intellectual Property” means technology, ideas, processes, methodologies, innovations, inventions, discoveries, works of authorship, data, know-how, trade secrets, and software and firmware, including source code and object code.

“Intellectual Property Rights” means (i) patents and patent applications, worldwide, including all divisions, continuations, continuing prosecution applications, continuations in part, reissues, renewals, reexaminations, and extensions thereof and any counterparts worldwide claiming priority therefrom; utility models, design patents, patents of importation/continuation, and certificates of invention and like statutory rights; (ii) copyrights, trademarks (including service marks), trade names, logos, domain names, industrial designs; (iii) rights relating to innovations, know-how, trade secrets, know-how of confidential, technical, and non-technical information; (iv) moral rights, mask work rights, author’s rights, and rights of publicity; and (v) other industrial, proprietary and Intellectual Property related rights anywhere in the world, that exist as of the Effective Date or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant

legislation.

"Milestone" means a specific achievement, such as a Prototype, identified as a "Milestone" in a Statement of Work for a Project as may be set forth in Exhibit 1, or any subsequent SOW.

"Project" or "Projects" means a specific task or series of tasks of the Development Program.

"Project IP" means all Intellectual Property developed in the performance of this Agreement, including any Project, without regard to the level or amount of contribution of one Party or the other.

"Project Information" means information generated, developed, created, or that otherwise arises in the performance of this Agreement and relating to the Development Program, including Projects, whether the information constitutes Project IP or not.

"Proprietary Information" means (a) all information of a confidential or proprietary nature disclosed by QUICKET to LEMONT, or by LEMONT to QUICKET, pursuant to this Agreement that (i) if disclosed in writing or in some other tangible form, is marked at the time of disclosure as being "confidential" or "proprietary" or with words of similar import, (ii) if disclosed orally or by inspection, is identified at the time of disclosure as confidential and is summarized in a written communication transmitted to the receiving party within 30 days after the disclosure with enough specificity for identification purposes; or (iii) notwithstanding (i) or (ii), relates to LEMONT's confidential information as provided by law; (b) all Project Information; (c) all QUICKET Intellectual Property; and (d) all LEMONT Intellectual Property.

"Prototype" or "Prototypes" means any and each version of a Solution.

"Statement of Work" means Exhibit 1 ("SOW"). Any subsequent SOW shall be created pursuant to Paragraph 2.3.

"Technical Information" means information including data such as technical and engineering data, compositions of matter, and articles, relating to the Development Program which either Party owns (including Background Information) or hereafter develops and is lawfully free to disclose to the other Party without obligation to third parties, and considers necessary in furtherance of the Development Program. The initial Technical Information to be delivered is described in Exhibit 1.

ARTICLE II – PROGRAM ADMINISTRATION

2.1 Each Party agrees to make available the individuals reasonably necessary to perform the obligations of such Party identified in this Agreement.

2.2 Each Party will designate one of its employees as a "Program Manager" who will act as the principal liaison for each Party. The initial Program Managers are set forth below. The Parties may change their respective Program Managers upon written notice.

QUICKET: Christiaan Burner Tel: 630-800-0774 Email: cburner93@quicketsolutions.com

LEMONT: Kevin W. Shaughnessy Tel: (630) 257-2229 Email: [kshaughnessy@lemont.il.us]

2.3 From time to time, the Program Managers and designated representatives of each Party shall meet for the purpose of outlining each additional Project or Projects, if any. Each Project shall be agreed upon in writing in the form of a reasonably detailed SOW setting forth Project goals and Milestones and providing detail as to each Party's obligations, pricing, delivery requirements, estimated completion date, and any procedures to be followed.

2.4 The Program Managers will meet as mutually agreed, including in person or via conference call. During such meetings, each Party's Program Manager will review and update the other on the Development Program status

and Project Information, including a review of current Projects, reports of work performed subsequent to the previous meeting and proposed to be performed. Minutes shall be taken at each meeting by QUICKET, with a review of such minutes to be conducted by LEMONT.

ARTICLE III – DEVELOPMENT PROGRAM

3.1 Pursuant to the terms and conditions of this Agreement, LEMONT and QUICKET agree to pursue a Development Program as currently defined by the SOW in Exhibit 1.

3.2 The Parties recognize that this is a development effort and that neither Party makes any warranty or guarantee of success of the Development Program or any Project thereunder.

3.3 The Parties agree that following execution of this Agreement certain conditions must be met prior to pursuing a Development Program as defined by the SOW in Exhibit 1. The parties acknowledge and agree to the following:

- All QUICKET agents, employees, representatives, or personnel who will be completing any work arising from this Agreement must submit to a finger-print background check, and any criminal convictions will result in the ineligibility of the individual QUICKET agent, employee, representative, or personnel from continuing work arising under this Agreement, except and unless any such individual is certified for access to LEADS by the LEADS Administrator and proof of certification is provided to LEMONT.
- Following execution of this Agreement and administration of finger-print background checks of all QUICKET agents, employees, representatives, or personnel, LEMONT shall begin the process of certifying QUICKET to the Illinois State Police for purposes of QUICKET's potential authorization for integration with LEADS.
 - Integration means the incorporation of querying or search capabilities into the application developed by QUICKET to obtain Law Enforcement Sensitive data.
 - LEMONT shall initiate the certification process with the Illinois State Police. LEMONT, in accordance with Title 20, Section 1240.40, titled "Connecting to LEADS" of the Illinois Administrative Code, shall notify the LEADS Administrator of a desire to "change its method of connecting to LEADS." The request shall detail when the connection is desired and what equipment and connecting options are planned by the Agency. QUICKET shall assist in providing these specifications.
 - LEMONT shall cooperate and assist QUICKET as it seeks LEADS authorization from the Illinois State Police, in the manner and form as LEMONT sees fit. LEMONT personnel shall be used to do so when available and as LEMONT deems appropriate. QUICKET agrees and understands that any decision to deny or refuse QUICKET authorization to LEADS information is solely made by the Illinois State Police and therefore does not constitute a breach of this Agreement by LEMONT.
 - QUICKET shall provide documentation to LEMONT demonstrating that LEADS has granted QUICKET authorization to LEADS information.

ARTICLE IV – INTELLECTUAL PROPERTY AND INFORMATION

4.1 Ownership of Non-Project IP and Grants of Licenses.

- (a) Ownership of Existing Patent Rights and Existing Information shall be unaffected by this Agreement or the actions of the Parties pursuant to this Agreement. QUICKET owns and shall continue to own all

right, title, and interest in and to QUICKET Existing Patent Rights and QUICKET Existing Information. LEMONT owns and shall continue to own all right, title, and interest in and to LEMONT Existing Patent Rights and LEMONT Existing Information.

- (b) In the event that QUICKET provides, or intends to provide, LEMONT access to QUICKET's Existing Patent Rights or Existing Information, QUICKET may require LEMONT to enter into a mutually agreeable form of confidentiality agreement prior to provide such access.

4.2 Ownership of Project Information and Project IP.

- (a) Project Information. All Project Information, other than Project IP, shall be the joint property of LEMONT and QUICKET, with each Party having an equal and undivided one-half interest therein, without a duty to account to one another except as expressly provided herein; provided that information that is personal to the violator, shall remain personal and be kept confidential. Such personal information means unique identifiers, including a person's social security number, home address, driver's license number, personal license plates, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, personal email addresses, and any other information deemed confidential by any Federal, state or local law. Subject to the terms and conditions of this Agreement, during the term of this Agreement, each Party grants to other Party a non-exclusive, fully-paid, royalty-free, worldwide, non-transferable, non-assignable license, without the right to grant sublicenses, to the Project Information to the extent necessary for the other Party to participate in the Development Program. Any license grant hereunder shall be narrowly construed and shall not survive termination or expiration of this Agreement.
- (b) Project IP. All Project IP shall be the sole property of QUICKET. QUICKET has and retains any and all rights to Project IP, including to file for or otherwise secure Intellectual Property protection, including the right to file patent applications, on all Project IP. Subject to the terms and conditions of this Agreement, during the term of this Agreement, QUICKET grants to LEMONT a non-exclusive, fully-paid, royalty-free, worldwide, non-transferable, non-assignable license, without the right to grant sublicenses, to Project IP to the extent necessary for LEMONT to participate in the Development Program.
- (c) With respect to Project IP and all decisions regarding how to protect Project IP (including whether to rely on patent, trade secret, copyright or other protections), QUICKET shall, in its discretion, have the sole right to determine how to protect Project IP; provided, that LEMONT shall, in its discretion, have the sole right to determine how to utilize Project IP relating to Prototypes to be used by LEMONT. The expense for preparing, filing and prosecuting each application and for issuance of the respective patent shall be borne by QUICKET.

ARTICLE V – DEVELOPMENT EXPENSES

QUICKET shall bear all of its expenses incurred in connection with this Agreement and its respective performance under this Agreement.

ARTICLE VI – PROTECTION OF INFORMATION

6.1 Treatment of Proprietary Information. Each Party shall (i) use the Proprietary Information of the other only in accordance with the exercise of rights set forth in this Agreement and not for any other purpose, (ii) not disclose Proprietary Information of the other to any third party; (iii) restrict disclosure of Proprietary Information of the other to only those employees, agents, potential investors, consultants or affiliates of such Party who must be directly involved with the Proprietary Information of the other Party for the purposes of, and only to the extent required to perform, this Agreement and who are bound by confidentiality terms substantially

similar to those in this Agreement; (iv) not reverse engineer, de-compile or disassemble any Proprietary Information of the other; (v) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Proprietary Information of the other; and (vi) promptly notify the other Party upon discovery of any unauthorized use or disclosure of the Proprietary Information of the other Party and take reasonable steps to regain possession of such Proprietary Information and prevent further unauthorized actions or breach of this Agreement.

6.2 Confidentiality. Neither Party may disclose the existence of this Agreement or the terms of this Agreement. Any reports, materials or other documents submitted in accordance with the terms of this Agreement will be maintained in confidence as Proprietary Information and the Parties will not now nor hereafter disclose any part thereof to any third party except as provided in Section 6.4 or as follows:

- (a) with the prior written consent of the other Party; or
- (b) to auditors, accountants, or legal counsel representing either Party; provided that, to the extent permissible by law, such disclosing Party imposes substantially equivalent confidentiality obligations on the recipient in writing prior to such disclosure.

6.3 Exceptions to Confidentiality Obligations. Neither Party is obligated to maintain in confidence or restrict use of Proprietary Information of the other Party that is:

- (a) Published or otherwise made available to the public other than by a breach of any agreement between the Parties, or
- (b) Shown to be rightfully received by one Party from a third party without an obligation of confidentiality to the other Party, or
- (c) Shown to be known to the receiving Party prior to its first receipt of the same from the disclosing Party, or
- (d) Shown to be independently developed by the receiving Party without use of or reference to any of the disclosing Party's Proprietary Information or any breach of this Agreement.

6.4 Permitted Disclosures.

- (a) Freedom of Information Act. QUICKET agrees to furnish all documentation related to this Agreement and any documentation related to LEMONT required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after LEMONT issues notice of such request to QUICKET. QUICKET agrees to defend, indemnify and hold harmless LEMONT, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for LEMONT to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from QUICKET's, actual or alleged violation of the FOIA or QUICKET's failure to furnish all documentation related to a request within five (5) days after LEMONT issues notice of a request. Furthermore, should QUICKET request that LEMONT utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, QUICKET agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. QUICKET agrees to defend, indemnify and hold harmless LEMONT, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by QUICKET's request to utilize a lawful exemption to LEMONT.
- (b) Non-FOIA disclosures. If a Party is required by applicable law, statute, or regulation, or court order,

other than those arising under or related to FOIA requests as provided in 6.4(a), to disclose any Proprietary Information belonging to the other party, the Party seeking to disclose the information will give to the other party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the party seeking to disclose Proprietary Information belonging to the other party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose the other Party's Proprietary Information only to the extent compelled to do so.

- (c) A Party disclosing Proprietary Information in accordance with this Section acknowledges that such disclosure does not alone invoke any exceptions set forth above in Section 6.3, and such Party agrees to otherwise maintain the confidentiality of the Proprietary Information after such disclosure.

ARTICLE VII - QUICKET DEALINGS WITH THIRD PARTIES

Except as specifically otherwise herein provided, nothing in this Agreement is intended to limit in any way the right of QUICKET to make, use, disclose, recommend or sell any solution, product or service to others; provided that this Agreement is not thereby breached.

ARTICLE VIII – POTENTIAL COMMERCIAL AGREEMENT BETWEEN THE PARTIES

This Agreement is not intended to create a binding obligation on LEMONT to purchase from QUICKET any solution, product, or service developed. However, in the event that QUICKET develops a solution, product, or service which LEMONT is interested in purchasing, the Parties agree to negotiate in good faith a potential commercial agreement for LEMONT's purchase of the solution, product, or service developed by QUICKET with preferential pricing from QUICKET.

ARTICLE IX – TERM, TERMINATION AND ASSIGNMENT

9.1 Term and Termination.

- (a) Term. This Agreement is effective upon the Effective Date and shall continue in effect for two (2) years after the Effective Date unless extended by the Parties. Any extension shall be in writing, signed by each Party. Those parts of this Agreement which by their express terms or by necessary implication apply for periods of time other than as specified in this Article shall be given effect, notwithstanding this Article. Upon expiration or termination of this Agreement, the transfer of Proprietary Information shall cease immediately. Each Party shall return or destroy, within thirty (30) days after expiration or termination, to the other Party all Proprietary Information received from such other Party and all copies, in any form, except as required by the Local Records Act, 50 ILCS 205/1, *et. seq.*
- (b) Either Party may terminate this Agreement for any reason on thirty (30) days written notice to the other Party; provided that each Party has the right to terminate this Agreement immediately by giving written notice of termination to the other Party at any time upon or after: 1) the filing by the other Party of a petition in bankruptcy or insolvency; 2) any adjudication that the other Party is bankrupt or insolvent; 3) the filing by the other Party under any law relating to bankruptcy or insolvency; 4) the appointment of a receiver for all or substantially all of the property of the other Party; 5) the making by the other Party of any assignment or attempted assignment of this Agreement for the benefit of creditors; or 6) the institution of any proceedings for the liquidation or winding up of the other Party's business or for the termination of its corporate charter.
- (c) If this Agreement is cancelled or terminated by either Party in accordance with this Agreement, each Party shall return or destroy the other party's Proprietary Information and all copies thereof, in any form, within thirty (30) days; unless specifically otherwise authorized in writing by the Party providing such Proprietary Information and all licenses under this Agreement shall terminate; provided, that

QUICKET's ownership of Project IP shall not be affected in any way, except as required by the Local Records Act, 50 ILCS 205/1, *et. seq.*

9.2 Assignment. This Agreement and any rights or licenses granted herein are personal to each Party and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld for any reason.

ARTICLE X – WARRANTY AND LIABILITY

10.1 Intellectual Property Warranty and Indemnification: QUICKET

(a) QUICKET warrants and represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any technology, process, system, or Project Deliverable that will be provided to LEMONT during the performance of this Agreement and that transfer of said Project Deliverables to LEMONT shall not violate or infringe upon the Intellectual Property rights of any third party.

(b) QUICKET agrees to indemnify and hold harmless LEMONT, its officials, agents and employees against all injuries, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against LEMONT, its officials, agents and employees, in whole or in part, because of QUICKET'S failure to obtain any necessary license or authorization to use any technology and any project deliverables provided under this agreement (each an "Infringement Claim"); provided, however:

- (i) That if an Infringement Claim occurs, or in QUICKET's opinion is likely to occur, QUICKET may at its option and expense: (a) procure for LEMONT the right to continue using the Solution(s); (b) replace or modify the Solution(s) so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Solution(s); and
- (ii) QUICKET will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Solution(s) with any software, apparatus or device not furnished by QUICKET; (b) the use of ancillary equipment or software not furnished by QUICKET and that is attached to or used in connection with the Solution(s); (c); a modification of the Solution(s) by a party other than QUICKET; (d) use of the Solution(s) in a manner for which the Solution(s) was not designed or that is inconsistent with the terms of this Agreement; or (e) the failure by LEMONT to install an enhancement release to the QUICKET Software that is intended to correct the claimed infringement. In no event will QUICKET's liability resulting from its indemnity obligation to LEMONT extend in any way to royalties payable on a per use basis or the LEMONT's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by QUICKET from LEMONT from sales or license of the infringing Solution(s).

10.2 GENERAL INDEMNITY. With respect to any claims other than an Infringement Claim as described in Section 10.1 above, QUICKET shall indemnify and hold harmless LEMONT, and its employees and agents ("Indemnitees"), from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from QUICKET's acts or omissions, to the extent that such claim, damage, loss or expense is attributable to bodily injury or death, or to injury to or destruction of property and caused by

the willful or reckless acts or omissions of QUICKET or anyone employed by QUICKET. This Section shall not apply to claims alleging a violation of a third party's intellectual property rights.

10.3 Compliance with Laws. QUICKET shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the work completed pursuant to this Agreement, now in effect, or which may become in effect during the performance of this Agreement. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Lemont. QUICKET shall also comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into this Agreement by reference and set forth in full.

(a) All QUICKET employees, contractors, and personnel agree to be subject to all LEMONT identity theft policies, regulations, or programs developed pursuant to law.

10.5 Interference with Public Contracting. QUICKET certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

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

ARTICLE XI. INSURANCE

11.1 QUICKET shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by QUICKET, its agents, representatives, employees or subcontractors.

11.2 Minimum Scope of Insurance: Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with LEMONT named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.

(b) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

11.3 Minimum Limits of Insurance: QUICKET shall maintain limits no less than:

(a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

(b) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

11.4 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by LEMONT, which approval shall not be unreasonably withheld. QUICKET shall reduce or eliminate such deductibles or self-insured retentions to not more than \$5000, as it respects LEMONT, its officials, agents, employees and volunteers.

11.5 Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability: LEMONT, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of QUICKET; products and completed operations of QUICKET; premises owned, leased or used by QUICKET; or automobiles owned, leased, hired or borrowed by QUICKET. The coverage shall contain no special limitations on the scope of protection afforded to LEMONT, its officials, agents, employees and volunteers.

(b) QUICKET'S insurance coverage shall be primary as respects LEMONT, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by LEMONT, its officials, agents, employees and volunteers shall be excess of QUICKET's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to LEMONT, its officials, agents, employees and volunteers.

(d) QUICKET'S insurance shall contain a Severability of Interests/Cross Liability clause or language stating that QUICKET's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then QUICKET shall be required to name LEMONT, its officials, employees, agents and volunteers as additional insureds.

(f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(g) QUICKET hereby agrees to waive any limitation as to the amount of contribution recoverable against them by LEMONT. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

ARTICLE XII. GENERAL

12.1 Amendments and Waivers. No modifications of this Agreement or waiver of any of its terms will be effective unless set forth in a writing signed by the parties. Failure by any party to require the other to perform any of the terms of this Agreement, or waiver by any party of any breach of this Agreement by the other shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach thereof.

12.2 Severability. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

12.3 Notices. Any notice which either Party may be required or permitted to give the other Party shall be in writing and may be delivered personally, by electronic mail, or by mail, postage prepaid, addressed as provided

below, or to such other address as a Party, by notice to the other Party, may designate in writing from time to time. Each Party consents to electronic delivery of any notices that may be made hereunder.

If to QUICKET: Christiaan Burner, Chief Executive Officer, Quicket Solutions, Inc., 14252 Hawthorn Drive, Lemont, IL 60439; electronic mail: cburner93@quicketsolutions.com

If to LEMONT: George J. Schafer, Village Administrator, 418 Main St., Lemont, IL 60439; electronic mail: gschafer@lemont.il.us

Jeff Stein, Village Attorney, Tressler LLP, 233 S. Wacker Drive, 22nd Floor, Chicago, IL 60606; electronic mail: jstein@tresslerllp.com

12.4 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its, or any other State's, choice of law principles.

12.5 Headings and Captions. Article and Section headings and captions contained in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement.

12.6 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or similar relationship. Neither Party is authorized to bind the other to any obligations with third parties. Neither Party will represent to the contrary, either expressly, implicitly by appearance or otherwise.

12.7 Counterparts. This Agreement may be executed in two or more original counterparts, all of which together will constitute one agreement, and facsimile signatures will have the same effect as original signatures.

12.8 Entire Agreement. This Agreement and the Statements of Works, including its and their attachments, constitutes the entire agreement between the Parties regarding its subject matter, and supersede all prior communications, negotiations, understandings, agreements and representations, either written or oral, between the Parties regarding its subject matter.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative on the respective dates set forth below.

VILLAGE OF LEMONT

QUICKET SOLUTIONS, INC.

By: _____

By: _____

Name: George J. Schafer
Title: Village Administrator

Name: Christiaan Burner
Title: Chief Executive Officer

Date: _____

Date: _____

**EXHIBIT 1 (“SOW”):
Statement of Work**

Following is a proposed outline for the initial Statement of Work.

Purpose:

This Statement of Work shall outline QUICKET’S proposal for the development of electronic citation solutions for LEMONT.

Scope of Work:

QUICKET shall develop a suite of software applications for the purpose of collecting and managing citation records. Such software shall be programmed for both mobile devices and desktop computers. QUICKET developed software for mobile devices shall be supplied on QUICKET-owned devices. QUICKET-supplied software for desktop computers shall be accessible from LEMONT-supplied devices. QUICKET shall supply all other hardware as required for this system, including, but not limited to, printers, card readers, and readers. The suite of software applications shall provide authorized users of LEMONT with a variety of core functionalities and complementary features, as described below in “Development of Prototype.” LEMONT may request that new prototypes be added that are within reasonable scope of the original objectives of the Development Agreement.

Location:

QUICKET will provide systems that will be used in all areas of LEMONT’S jurisdiction. QUICKET’S primary objective is to create electronic citation solutions that can be accessed both in field operations and at the LEMONT Police Station.

Period of Performance:

QUICKET has indicated for each prototype reasonable goals and estimated delivery dates.

Delivery:

QUICKET shall design numerous prototypes that will be delivered for critique and testing to LEMONT upon completion. Critique refers to LEMONT providing feedback regarding QUICKET’S system. Testing refers to both in-office and in-field use of QUICKET’S system. At the time of completion of each prototype, QUICKET will request a meeting for the purpose of demonstration, in-office testing, and critique. QUICKET and LEMONT may then mutually agree to further test the product in the field. QUICKET will then supply all necessary software and hardware for testing.

Special Requirements:

In the event QUICKET may require additional information or documentation for the timely completion of each prototype, QUICKET will request such information, which LEMONT shall provide in its sole discretion.

Development of Prototypes:

The Parties will use their commercially reasonable efforts to produce the prototypes in order to support electronic citation services and complementary programs.

QUICKET'S responsibilities with respect to the production of the prototypes will be as follows:

- QUICKET shall design and develop a secure cloud computing infrastructure backend to store and manage citations and other data as well as provide additional computational power for offsetting workloads from QUICKET supplied mobile devices. QUICKET shall also provide an interface for the purpose of interacting with such infrastructure.

- This infrastructure and interface is complementary to each of the “Core Features for Mobile Devices.” Consequently, this infrastructure and interface shall become immediately available upon completion of each of the Core Features for Mobile Devices.
- Core Features for Mobile Devices:
 - Accident Reporting: QUICKET shall supply an accident reporting module that is fully certified by the Illinois Department of Transportation (IDOT). This system shall enable authorized users to complete accident reports on mobile devices.
 - QUICKET shall independently obtain all necessary certifications as required by IDOT.
 - QUICKET shall make accident reports available to relevant stakeholders, such as accident victims via QUICKET’S interface.
 - QUICKET shall deliver this Core Feature to LEMONT no later than 30 days after the execution of this agreement.
 - Traffic Citations: QUICKET shall supply a traffic citation module that enables authorized users to input or collect offender data and generate an electronic citation.
 - QUICKET shall make the appearance of such tickets in compliance with existing laws and regulations
 - QUICKET shall deliver this Core Feature to LEMONT no later than 60 days after the execution of this agreement.
 - Parking Violations: QUICKET shall develop a parking violation application for mobile devices that enables authorized users to generate a variety of non-moving offense citations.
 - QUICKET shall deliver this Core Feature to LEMONT no later than 60 days after the execution of this agreement.
 - Local Ordinance Violations: QUICKET shall develop a software module that can generate a variety of citations for LEMONT-specific local ordinance violations.
 - QUICKET shall deliver this Core Feature to LEMONT no later than 90 days after the execution of this agreement.
 - Other Citations: QUICKET shall develop a platform for the issuance of a variety of other common citations, including written warnings, DUI/DWI forms, booking reports, and stolen vehicle reports.
 - QUICKET shall deliver these Core Features to LEMONT 60 days after a complete list of “Other Citations” is produced by LEMONT.
 - Electronic Mobile Payment: QUICKET shall develop an in-field payment system for the collection of fines and cash bonds.
 - QUICKET shall provide all necessary PCI-compliant hardware for the collection and handling of personal financial data when such data is collecting in the field.
 - QUICKET shall deliver Electronic Mobile Payment 60 days after LEMONT approves of QUICKET handling payment processing.
- Additional Features:
 - User & Device Management:
 - QUICKET shall provide LEMONT with functions to manage user credentials, including passwords, usernames, and other identification information for the purpose of accessing QUICKET’S system.
 - QUICKET shall provide LEMONT with functions to manage and oversee QUICKET supplied mobile devices. Such functions include device geolocation tracking and remote lockdown.
 - QUICKET shall deliver user and device management capability no later than 120 days after the execution of this agreement.
 - Report Query and Creation
 - QUICKET shall provide LEMONT with the functionality to query existing records created with QUICKET’S system and export existing records in a variety of formats.
 - QUICKET shall deliver Report Query and Creation functionalities in coordination with the delivery of each of the Core Features for Mobile Devices that collect citation data.
 - E-Payment



Village of Lemont
Planning & Economic Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Mayor Reaves
Village Board of Trustees

FROM: Charity Jones, Village Planner

SUBJECT: Downtown TIF Façade Grant Agreements

DATE: March 19, 2014

SUMMARY

Attached are resolutions approving façade grant agreements for 117 Stephen Street and 212 Stephen Street, both of which are being recommended for approval by the grant review committee. The project at 117 Stephen Street will replace the existing doors and windows on the building; the grant amount is \$8,968.89. The project at 212 Stephen will be an extensive repair of the façade, including new siding; the grant amount is \$14,650.

BOARD ACTION

Vote on the attached resolutions.

ATTACHMENTS

1. A Resolution Approving a Downtown Façade, Sign, and Site Improvement Grant for 117 Stephen Street in Lemont, IL.
2. A Resolution Approving a Downtown Façade, Sign, and Site Improvement Grant for 212 Stephen Street in Lemont, IL.

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**A RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 117 STEPHEN STREET IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24TH DAY OF MARCH, 2014**

**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 24th day of March, 2014**

**A RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 117 STEPHEN STREET IN LEMONT, IL**

RESOLUTION NO. _____

WHEREAS, the Village Board of Trustees approved Ordinance O-51-10 creating a Downtown Façade, Sign, and Site Improvement Grant Program (the “Façade Grant Program”) on the 26th of July, 2010; and

WHEREAS, Kenneth Jacobowski, as Trustee of the Zapszalka Sefl-Declaration of Trust, the owner of the property at 117 Stephen Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

WHEREAS, the application was reviewed per O-51-10 by the grant review committee, and the proposed work was found to be eligible for a grant under the Façade Grant Program; and

WHEREAS, the review committee recommended a grant of \$8,968.89.

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

That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as “Downtown Façade, Sign, and Site Improvement Grant Agreement for 117 Stephen Street,” a copy of which is attached hereto and made a part hereof.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE,
ILLINOIS, on this 24th day of March, 2014.**

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

Approved by me this 24th day of March, 2014

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

VILLAGE OF LEMONT

**DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT
GRANT PROGRAM AGREEMENT**

THIS AGREEMENT, entered into this 24th day of March, 2014, between the Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following designated OWNER/LESSEE, to wit:

Owner's/Lessee's Name: Kenneth & Susan Jacobowski, as Trustees of the Zapszalka Self-Declaration of Trust

Address: 1277 Eagle Cresst Dr.

City: Lemont State: Illinois Zip Code: 60439

Name of Business: n/a

Project Address(es): 117 Stephen Street, Lemont

WITNESSETH

Whereas, the VILLAGE has established a Downtown Facade, Sign, and Site Improvement Grant Program for application within certain designated commercial rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and

Whereas, said Downtown Facade, Sign, and Site Improvement Grant Program is administered by the VILLAGE and is funded from District Revenues for purposes of control and prevention of blight, dilapidation and deterioration of designated areas within the District, and

Whereas, pursuant to said Program the VILLAGE has agreed to participate, subject to its sole discretion, in sharing the costs of downtown building, sign, and site improvements to commercial establishments within the District; and

Whereas, the OWNER's/LESSEE's property is located within the Tax Increment Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program pursuant to the terms and provisions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:

Section 1. COST SHARING. The VILLAGE shall reimburse the OWNER/LESSEE for fifty percent of the costs for property improvements to the OWNER's/LESSEE's property, as described in Exhibit A and as reviewed and approved for a Certificate of Appropriateness by the Lemont Historic Preservation Commission. **The maximum amount of reimbursement for said property improvements shall not exceed \$8,968.89.**

Section 2. PLAN APPROVAL. No building, sign, or site improvement shall be undertaken until the building, sign, and/or site plans have been submitted to and approved by the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such improvements to be completed within 180 days of the date of the approval of this Agreement.

Section 3. REVIEW OF PROJECT. The Planning & Economic Development Director shall periodically review the progress of the contractor's work on the building, sign, and site improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspection by Village Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

Section 4. DOCUMENTATION REQUIREMENTS. Upon completion of the building and site improvement/historic preservation and upon its final inspection and approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work.

In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall, within sixty days of receipt of the contractor's statement and proof of payment issue a check to the OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's or architect's statements. At the time of reimbursement and throughout the term of this agreement, the land use and signage under the control of the OWNER/LESSEE shall be in conformance with zoning and sign code provisions.

Section 5. FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his contractor fails to complete the building, sign, or site improvements in conformity with the plans provided for in Exhibit A and in conformity with the provisions of this Agreement, this Agreement shall terminate and the financial obligation on the part of the VILLAGE shall cease and become null and void.

Section 6. UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the building, sign, and site improvement provided for in this Agreement.

Section 7. VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION. The owners of the subject property agree to defend and hold harmless the Village from any and all claims which may arise out of said owners' construction activities under this Agreement.

Section 8. GENERAL INDEMNIFICATION. In the event that, as a result of this Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees, officers and agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the owners hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and its officers and agents in such litigation and includes expenses, court costs and fees; it being understood that the owners where there shall be no applicable standards provided therein, shall have the right to employ all such attorneys to represent the VILLAGE and its officers and agents in such litigation, subject to the approval of the corporate authorities of the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect, and the Village shall join in any such appeal taken by the owners.

Section 9. PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the owners shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the VILLAGE for any breach of any of the terms

of this Agreement. The VILLAGE reserves the right to maintain an action to recover damages or any sums which owners have agreed to pay pursuant to this Agreement and which have become due and remained unpaid.

Section 10. EXHIBITS. It is agreed that Exhibit A shall be considered part of this agreement.

Section 11. DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL. The OWNER/LESSEE hereby agrees to prominently display a poster identifying the property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site Improvement Grant Program. The sign will be provided by the VILLAGE and shall be displayed upon approval of this Agreement to no less than thirty days after final approval and reimbursement is made.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNERS/LESSEE

VILLAGE OF LEMONT

Property OWNER/LESSEE

Village President

Date: _____

Date: _____

ATTEST:

By: _____
Village Clerk



PROPOSAL

A-OK Glass, Metal & Mirror, Inc.

DATE: FEBRUARY 27, 2014

9255 S. Harlem Ave., Bridgeview, IL 60455
Phone 708.430.9090 Fax 708.430.9065
sales@a-okglass.com
a-okglass.com

Revised #4

SUBMITTED TO Ken Jacobowski
[Company Name]
[Street Address]
[City, ST ZIP Code]
630-569-0437
630-257-7055 f
kjacobowski@aol.com

WORK PERFORMED AT 117 Stephen
Lemont, IL

We Hereby Submit Specifications for work performed:

- Demo existing windows/doors in three openings
1 @ 76 x 134 (single door); 1 @ 74 x 134 (double door); 1 @ 74 x 134 (storefront window)
- Install six custom Hartford Green medium style transom doors with 4-1/2 header. (Two pairs of single doors butted next to each other & one double door.)
- Center double door to include standard hardware with 4-1/2 vertical mullion in transom.
- Right single doors to be stationary. NO HARDWARE & DOES NOT OPEN
- All to be center glazed using 1" clear Low-E insulated glass, safety glazing where required.
- Hardware for active doors to include: 7' door leafs, (3) butt hinges per leaf, std. push/pull hardware, std. surface-mounted door closers, Adams-Right latch lock with lever handle release, 1/2" threshold, & weather sweep. ALL DOOR HARDWARE IN CLEAR ANODIZED FINISH
- ALL ACTIVE DOORS SWING INTO BUILDING
- Two mail slot cut outs provided in bottom door rails, mail slots provided by owner
- Allow 6-8 weeks lead time for doors

All carpentry (tile, drywall, trim, ect.), electrical, and masonry
as well as debris removal done by others unless otherwise specified above

All material is guaranteed to be as specified and the above work to be performed and completed in a substantial workmanlike manner for the sum of: **\$17,937.77**

Payment of one third of the sum is required upon acceptance of proposal, an additional one third at mid-point of job, and balance is due upon completion of work.

Respectfully submitted,

A-OK GLASS, METAL & MIRROR, INC.

By: _____

Sam Miuccio, President

ACCEPTANCE OF PROPOSAL

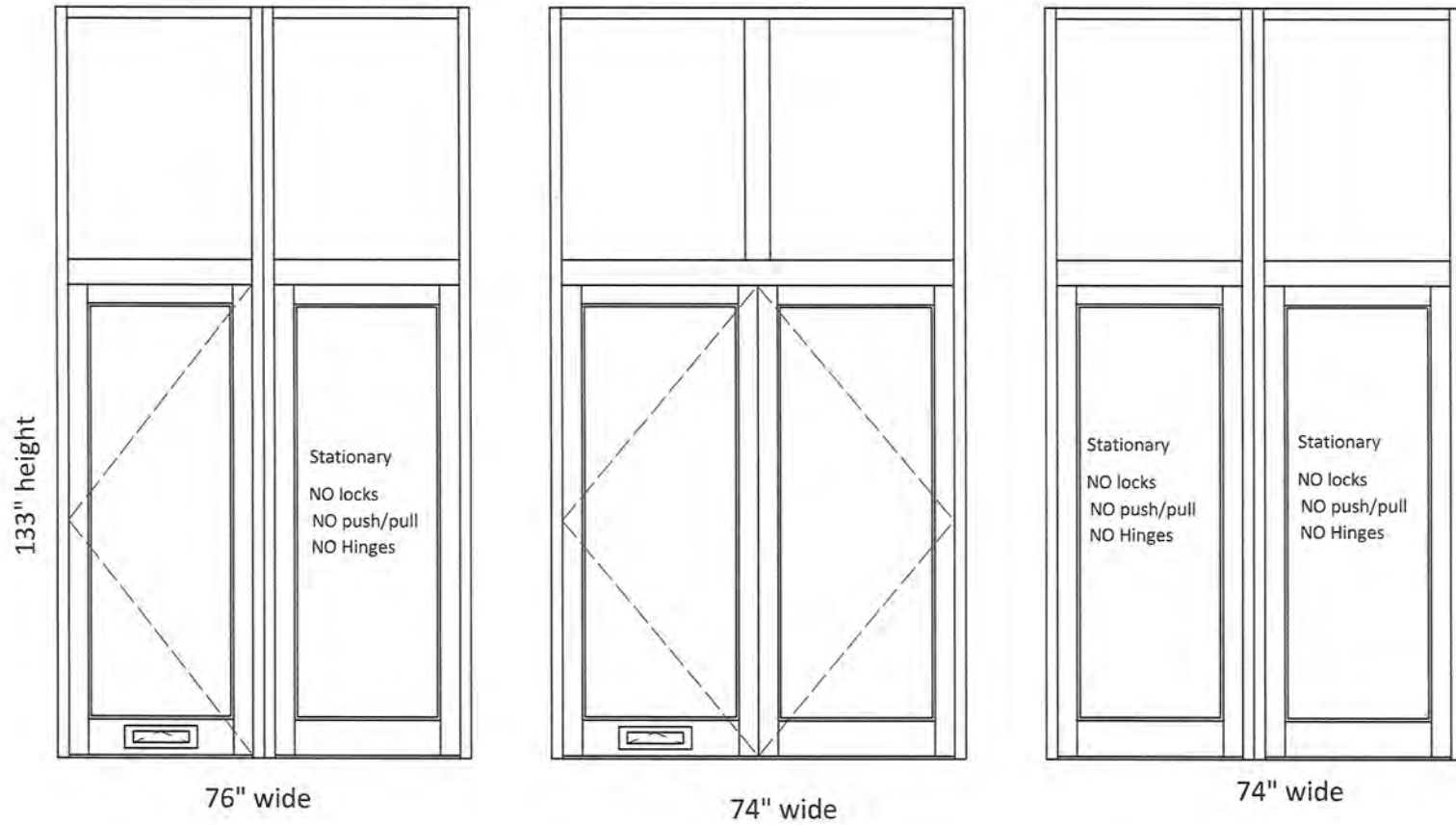
The above prices, specifications, and conditions are satisfactory and are hereby accepted. A-OK Glass Metal & Mirror, Inc. is authorized to perform the work as specified. Payment will be made as outlined and signed personally guarantees payment. If final payment is not made within (30) days after completion, A-OK Glass, Metal & Mirror Inc. reserves the right to remove said materials without notice or due process in a court of law.

DATE: _____

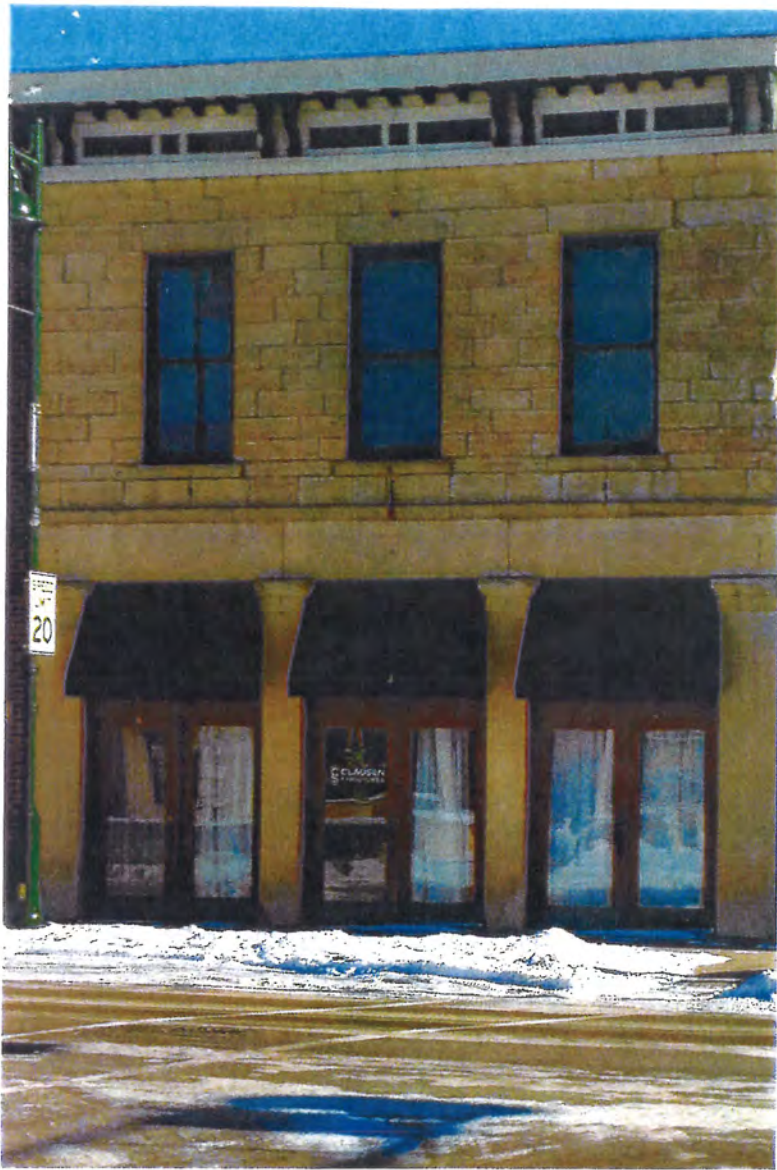
SIGNATURE: _____

Make all checks payable to A-OK Glass
THANK YOU FOR YOUR BUSINESS!

Tag: Lemont Job



Hartford Green medium style door with 1" glass stops using 2 x 4-1/2 open back framing & 4-1/2 header



117 Stephen Exterior

Front of building on first floor consists of 3 openings approximately 6'4" x 11' 2" with stone columns between openings. The 3 openings are currently symmetrical with a combination of operable and fixed panels at ground level and 6 transom lights above. Operable door on far left services 2nd floor apartment center opening has 2 operable doors servicing 1st floor commercial space.

2nd floor has 3 windows with original wood cornice above. Cornice was recently painted with a cream body color and green accent trim.

Proposed first floor replacement will consist or removal of existing wood doors and transoms that will be replaced with Hartford Green color (similar match to cornice accent color) metal store front that will replicate current appearance of building. See interior photo for placement of transom lights.

117 Stephen Interior View



United States Aluminum Color Selection Guide

FLUROPON[®] COLORS



Black
JKA0004



Sandstone
393B170



Redwood
394A847



Regal Blue
396B823



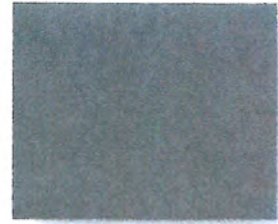
Bone White
391B178



Charcoal
392B729



Aged Copper
395C342



Stone Gray
392B727



Boysenberry
394A848



Military Blue
396B819



Classic Bronze
397B509



Teal
395C395



Hartford Green
395C341



Pueblo Tan
393B184



Ivy
395C382



Stone White
391B137

FLUROPON CLASSIC[®] II COLORS



Asti
399C800



Sea Spray
399C752



Gold
399C796



Warm Silver
399C795



Medium Bronze
399A845



Light Bronze
399X419



Champagne
399X383

ENTRANCES

Specifications

- Series 250
- Series 400
- Series 550

SECTION 08 11 16 ALUMINUM DOORS AND FRAMES

SERIES	STILES	TOP RAIL	BOTTOM RAIL	GLAZING INFILL
250 Narrow Stile	2" (50.8)	2-1/8" (54)	3-3/16" (81)	1/4" (6) or 1" (25)
400 Medium Stile	3-1/2" (88.9)	3-3/16" (81)	6-1/2" (165.1)	1/4" (6) or 1" (25)
550 Wide Stile	5" (127)	5 1/2" (139.7)	6-1/2" (165.1)	1/4" (6) or 1" (25)
A.D.A. Bottom Rail Option for Any Series			9-1/2" (241.3)	

I. GENERAL DESCRIPTION

Work Included: The glazing contractor shall furnish all necessary materials, labor, and equipment for the complete installation of aluminum entrance doors, door frames, and hardware as detailed on the drawings and specified herein.

Work Not Included: Structural support of the framing system, wood framing, structural steel, masonry, and final cleaning.

QUALITY ASSURANCE

For purposes of designating type and quality for work in this section, drawings and specifications are based on one of the following U.S. Aluminum Series 250, 400 or 550 Entrance Doors.

OPTIONAL: Door shall have A.D.A. 9-1/2" (241.3) bottom rail.

When substitute products are to be considered, supporting technical literature, samples, and drawings must be submitted 10 days prior to bid date in order to make a valid comparison of the products involved.

II. PRODUCT MATERIALS

Door members shall be extruded architectural aluminum 6063-T5 alloy and temper. Major portions of all door sections, except glazing beads, shall be nominal .125 (3.2) inch. Wall thickness of frame members shall be nominal .093 (2.4) inch. Screws, nuts, washers, bolts, rivets, and other fastening devices shall be aluminum, stainless steel or other non-corrosive materials.

DOOR CONSTRUCTION

Door stiles and rails shall be tubular

sections accurately joined at corners with heavy concealed reinforcement brackets secured with bolts, screws, and then MIG welded. Doors shall have snap-in stops with E.P.D.M. glazing gasket on both sides of the glass. No exposed screws shall be permitted. Each door leaf shall be equipped with an adjusting mechanism, located in the top rail near the lock stile, which provides for minor clearance adjustments after installation.

A hard-backed poly-pile weatherstrip shall be installed in both stiles of center hung single doors and in hinge stiles of center hung pairs of doors. Offset pivoted or butt hung doors shall have weatherstripped doorstops at frame jambs and header. The active meeting stile of all pairs of doors shall have an adjustable astragal with a double line of weatherstripping.

OPTIONAL: Door bottom rail will be weatherstripped with an E.P.D.M. blade gasket sweep strip applied with concealed fasteners. (**NOTE:** This option is required for high performance conditions.)

OPTIONAL: Door bottom rail shall receive a concealed weatherstripped insert.

HARDWARE

Hardware for aluminum doors and door frames shall be the entrance manufacturer's standard. If custom hardware is to be furnished by others, templates and physical hardware must be submitted prior to any fabrication.

FINISH

All exposed framing surfaces shall be free of scratches and other serious

blemishes. Aluminum extrusions shall be given a caustic etch followed by an anodic oxide treatment to obtain... (*Specify one of the following.*)

- _____ #11 Clear anodic coating
- _____ #22 Dark Bronze anodic coating
- _____ #33 Black anodic coating

A Fluoropolymer paint coating conforming with the requirements of AAMA 2605. Color shall be (*Specify a U.S. Aluminum standard color.*)

III. EXECUTION INSTALLATION

All items under this heading shall be set in their correct locations as shown in the details and shall be level, square, plumb, at proper elevation and in alignment with other work in accordance with the manufacturer's installation instructions and approved shop drawings. All joints between entrance framing and the building structure shall be sealed in order to secure a watertight installation. Upon completion of the installation of the entrances, it shall be the contractor's responsibility to make all necessary final adjustments to attain normal operation of each door and its mechanical hardware.

PROTECTION AND CLEANING

After installation the General Contractor shall adequately protect exposed portions of the aluminum entrance work from damage by grinding and polishing compounds, plaster, lime, acid, cement or other contaminants. The General Contractor shall be responsible for final cleaning.

Technical Data

- Series 250
- Series 400
- Series 550

FOR 1/4" (6) OR 1" (25) GLAZING

As an industry leader in the manufacture of entrance doors and frames, U.S. Aluminum consistently builds products to meet the highest industry standards, ensuring years of reliable service. Job-tested, mechanically fastened and welded corner construction creates a rugged structural corner assembly. All doors offer clean lines and are supplied with unique Astral II push/pull hardware and maximum security locks. These entrances can easily accommodate a wide variety of custom hardware for specific job requirements.

SERIES	STILES	TOP RAIL	BOTTOM RAIL	TRAFFIC APPLICATIONS
250 Narrow Stile	2" (50.8)	2-1/8" (54)	3-3/16" (81)	Light to Moderate
400 Medium Stile	3-1/2" (88.9)	3-3/16" (81)	6-1/2" (165.1)	Moderate to Heavy
550 Wide Stile	5" (127)	5-1/2" (139.7)	6-1/2" (165.1)	Heavy
A.D.A. Bottom Rail Option for Any Series			9-1/2" (241.3)	

STANDARD FEATURES:

Glass Stops - Pressure type glass stops (square or beveled) with E.P.D.M. glazing gaskets permit time saving installation of 1/4" (6) glass. Optional glass stops are available for 1" (25) infills. Setting blocks for glass are preset at the factory.

Adjustable Leveling Screw - A simple adjustment on the leveling screw, concealed in the top rail of the door, compensates for minor variances in door openings after installation.

Adjustable Astragal - All pairs of doors come with spring-loaded fully adjustable dual weathered astragals for optimum air resistance. Binding or gaps at the meeting stiles can be easily corrected by simple adjustments. The full length dual weather stripping on the astragal is not interrupted by the deadlock.

ACCESSORIES:

Hinging Hardware

- Offset Pivots for Single Acting Doors
- Butt Hinges for Single Acting Doors
- Concealed Center Pivots for Use With Double Acting Doors

Closers

- Exposed Overhead
- Concealed Overhead
- Floor

Panic Exit Devices

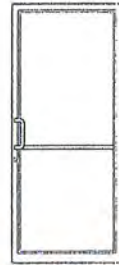
- Conventional Cross Bar
- Mid-Panel Panic

Vanguard Security Astragal - See page 16-A1.

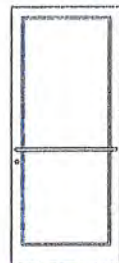
* MAXIMUM RECOMMENDED DOORS SIZES:

48" (1.219 m) X 96" (2.438 m)

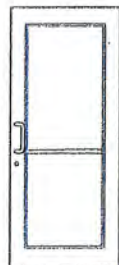
* Requires special hardware. Please consult with factory.



Series 250 - Narrow Stile
(Offset hung door shown)



Series 400 - Medium Stile
(Center hung door shown)



Series 550 - Wide Stile
(Offset hung door shown)

ENTRANCES

Door Features and Options

FEATURES	SERIES				
	250 NARROW STILE	400 MEDIUM STILE	550 WIDE STILE	800 DURAFRONT	850 DURAFRONT
Single Glaze 1/4" (6)	•	•	•	•	•
Dual Glaze 1" (25)	•	•	•	•	•
Narrow Stile	•				
Medium Stile		•		•	
Wide Stile			•		•
Light to Moderate Traffic	•	•			
Moderate To Heavy Traffic		•	•	•	•
Heavy Traffic		•	•	•	•
Heavy To Abusive Traffic				•	•
Dual Weatherstrip Meeting Stiles	•	•	•	•	•
Adjustable Astragal	•	•	•	•	•
Swing Out	•	•	•	•	•
Swing In	•	•	•	•	•
Double Acting	•	•	•	•	•
Vanguard Security Astragal	Optional	Optional	Optional	Optional	Optional
Mid-Panel Panic	Optional	Optional	Optional	Optional	Optional
3/16" (4.8) Wall Thickness				•	•
A.D.A. Compliant	Optional	Optional	Optional	Optional	Optional

Astral II STANDARD PUSH/PULL HARDWARE

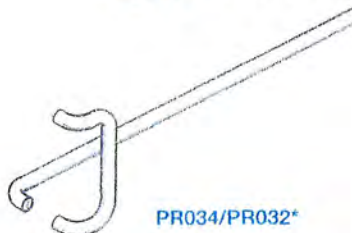
Clear Push/Pull Standard on Clear Anodized Doors and Painted Doors. Champagne Push/Pull Standard on Bronze and Black Anodized Doors. Push Bars are made from 1" (25) diameter solid aluminum with a 2-1/2" (63.5) projection at lock stile. Pull Handles are made from 1" (25) diameter, solid aluminum with a 9" (229) centerline attachment and 2-1/2" (63.5) projection. *Push/Pull Hardware is sold one each. For back-to-back handles you must order a quantity of two.

Astral II Standard Push Bars



PR034*

Astral II Standard Push/Pull



PR034/PR032*

Astral II Optional Pulls



PR032*

PART NO.	DESCRIPTION	FINISH
PR03411	Push Bar	Clear
PR03425	Push Bar	Champagne

Minimum order: 1 each

PART NO.	DESCRIPTION	FINISH
PR03411	Push Bar	Clear
PR03211	Pull	Clear
PR03425	Push Bar	Champagne
PR03225	Pull	Champagne

Minimum order: 1 each.

PART NO.	DESCRIPTION	FINISH
PR03211	Pull	Clear
PR03225	Pull	Champagne

Minimum order: 1 each.

NOTE: Other Push/Pull Hardware Available see pages 01-A9 and 02-A9.

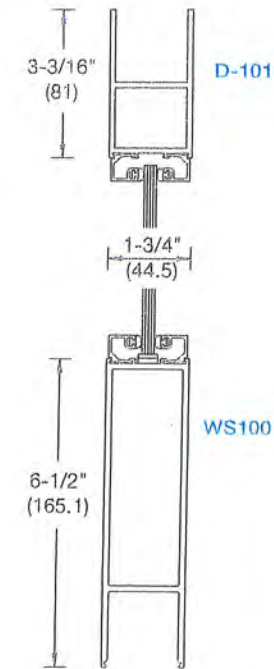
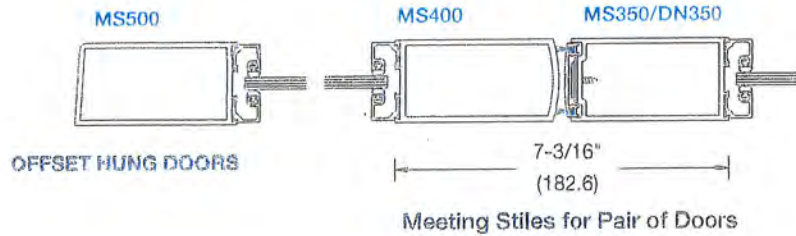
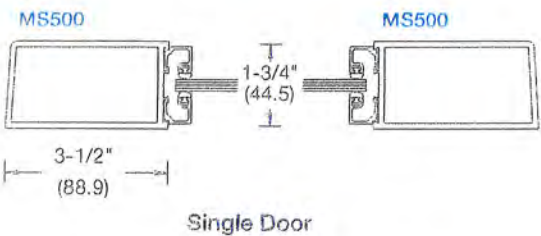
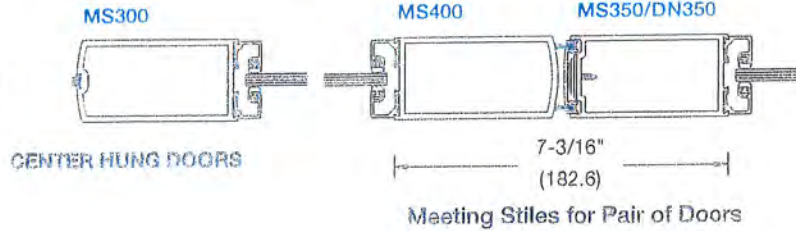
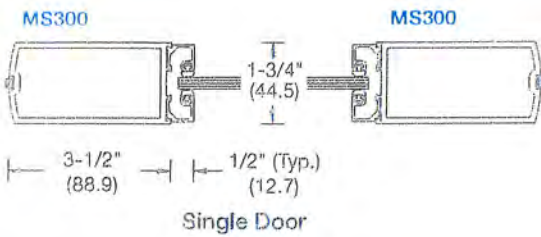
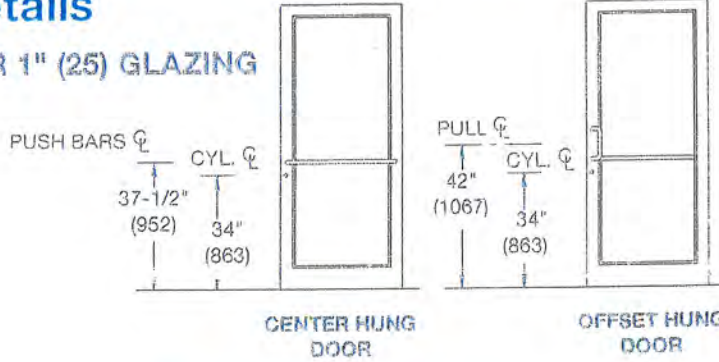
Online usalum.com By Phone (800) 262-5151
 Online crlaurence.com By Phone (800) 421-6144

ENTRANCES

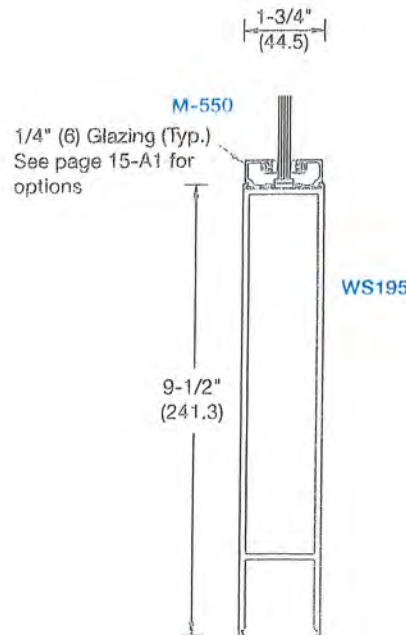
Typical Details

Medium Style
• Series 400

FOR 1/4" (6) OR 1" (25) GLAZING



Standard Top and Bottom Rails



Special Bottom Rail to Comply With A.D.A.



NOT TO SCALE

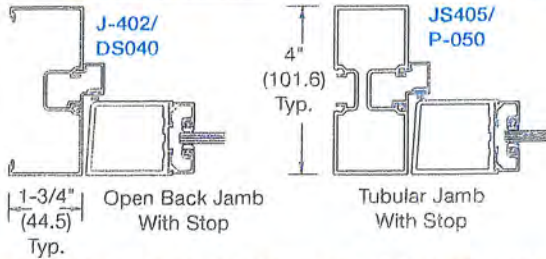
Online usalum.com By Phone (800) 262-5151
 Online crlaurence.com By Phone (800) 421-6144

Stock Frames for Offset Pivot Application



Stock Doors
• Series 250

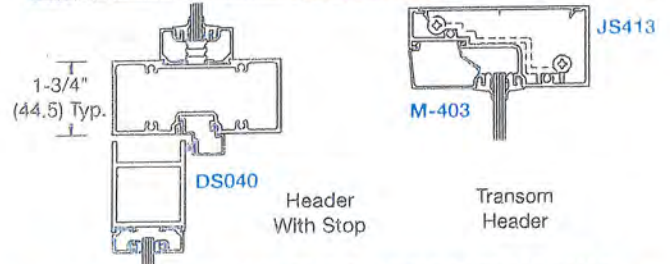
SERIES 400 SINGLE DOOR FRAME - 1-3/4" X 4" (44.5 X 101.6)

UP/OVER FRAME FOR SINGLE DOOR	JAMB TYPE	TRANSOM FRAME	JAMB TYPE
 39-1/2" x 85-3/4"	Tubular FR112	 39-1/2" x 126"	Tubular FR312
	Open Back OB112		Open Back OB312





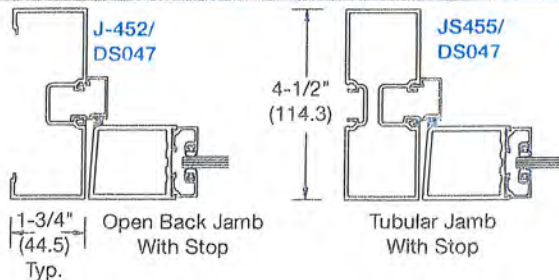
SERIES 400 DOUBLE DOOR FRAME - 1-3/4" X 4" (44.5 X 101.6)

UP/OVER FRAME FOR PAIRS	JAMB TYPE	TRANSOM FRAME	JAMB TYPE
 75-1/2" x 85-3/4"	Tubular FA122	 75-1/2" x 126"	Tubular FA322
	Open Back OA122		Open Back OA322





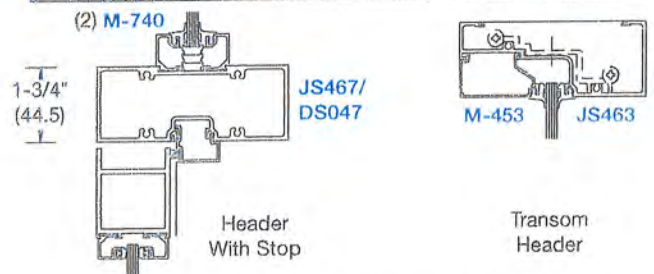
SERIES 450 SINGLE DOOR FRAME - 1-3/4" X 4-1/2" (44.5 X 114.3)

UP/OVER FRAME FOR SINGLE DOOR	JAMB TYPE	TRANSOM FRAME	JAMB TYPE
 39-1/2" x 85-3/4"	Tubular FR412	 39-1/2" x 126"	Tubular FR612
	Open Back OB412		Open Back OB612





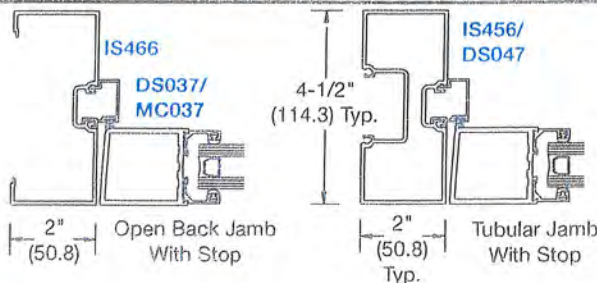
SERIES 450 DOUBLE DOOR FRAME - 1-3/4" X 4-1/2" (44.5 X 114.3)

UP/OVER FRAME FOR PAIRS	JAMB TYPE	TRANSOM FRAME	JAMB TYPE
 75-1/2" x 85-3/4"	Tubular FA422	 75-1/2" x 126"	Tubular FA622
	Open Back OA422		Open Back OA622





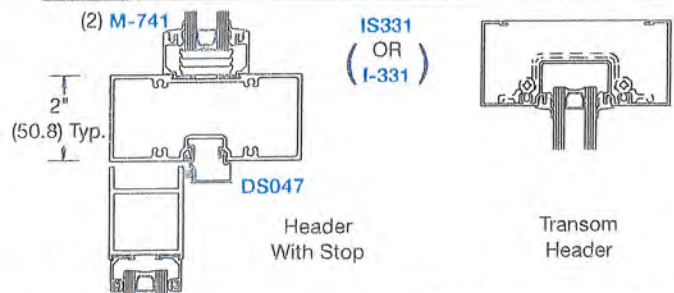
SERIES 451 SINGLE DOOR FRAME - 2" X 4-1/2" (50.8 X 114.3)

UP/OVER FRAME FOR SINGLE DOOR	JAMB TYPE	TRANSOM FRAME	JAMB TYPE
 40" x 86"	Tubular FR712	 40" x 126"	Tubular FR912
	Open Back OB712		Open Back OB912



SERIES 451 DOUBLE DOOR FRAME - 2" X 4-1/2" (50.8 X 114.3)

UP/OVER FRAME FOR PAIRS	JAMB TYPE	TRANSOM FRAME	JAMB TYPE
 76" x 86"	Tubular FA722	 76" x 126"	Tubular FA922
	Open Back OA722		Open Back OA922



NOTE: Frame packages include TH250 threshold and transom sash with glazing gaskets for transom frames. When ordering frame for single door, specify handing. Visit usalum.com for additional information.

Online usalum.com By Phone (800) 262-5151
Online crlaurence.com By Phone (800) 421-6144

**VILLAGE OF LEMONT
RESOLUTION NO. _____**

**AN RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 212 STEPHEN STREET IN LEMONT, IL**

**ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 24TH DAY OF MARCH, 2014**

**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 24th day of March, 2014**

**AN RESOLUTION APPROVING A DOWNTOWN FAÇADE, SIGN, AND SITE
IMPROVEMENT GRANT FOR 212 STEPHEN STREET IN LEMONT, IL**

RESOLUTION NO. _____

WHEREAS, the Village Board of Trustees approved Ordinance O-51-10 creating a Downtown Façade, Sign, and Site Improvement Grant Program (the “Façade Grant Program”) on the 26th of July, 2010; and

WHEREAS, Aldo Bottalla, on behalf of the owner of the property at 212 Stephen Street in Lemont, has applied for a grant under this program to renovate the façade of said building; and

WHEREAS, the application was reviewed per O-51-10 by the grant review committee, and the proposed work was found to be eligible for a grant under the Façade Grant Program; and

WHEREAS, the review committee recommended a grant of \$14,650.

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

That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to the document known as “Downtown Façade, Sign, and Site Improvement Grant Agreement for 212 Stephen Street,” a copy of which is attached hereto and made a part hereof.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DuPAGE,
ILLINOIS, on this 24th day of March, 2014.**

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

Approved by me this 24th day of March, 2014

BRIAN K. REAVES, Village President

Attest:

CHARLENE M. SMOLLEN, Village Clerk

VILLAGE OF LEMONT

**DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT
GRANT PROGRAM AGREEMENT**

THIS AGREEMENT, entered into this 24th day of March, 2014, between the Village of Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following designated OWNER/LESSEE, to wit:

Owner's/Lessee's Name: Aldo Bottalla

Address: 2420 Cumberland Cir.

City: Long Grove State: Illinois Zip Code: 60047

Name of Business: n/a

Project Address(es): 212 Stephen Street, Lemont

WITNESSETH

Whereas, the VILLAGE has established a Downtown Facade, Sign, and Site Improvement Grant Program for application within certain designated commercial rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and

Whereas, said Downtown Facade, Sign, and Site Improvement Grant Program is administered by the VILLAGE and is funded from District Revenues for purposes of control and prevention of blight, dilapidation and deterioration of designated areas within the District, and

Whereas, pursuant to said Program the VILLAGE has agreed to participate, subject to its sole discretion, in sharing the costs of downtown building, sign, and site improvements to commercial establishments within the District; and

Whereas, the OWNER's/LESSEE's property is located within the Tax Increment Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program pursuant to the terms and provisions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:

Section 1. COST SHARING. The VILLAGE shall reimburse the OWNER/LESSEE for fifty percent of the costs for property improvements to the OWNER's/LESSEE's property, as described in Exhibit A and as reviewed and approved for a Certificate of Appropriateness by the Lemont Historic Preservation Commission. **The maximum amount of reimbursement for said property improvements shall not exceed \$14,650.**

Section 2. PLAN APPROVAL. No building, sign, or site improvement shall be undertaken until the building, sign, and/or site plans have been submitted to and approved by the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such improvements to be completed within 180 days of the date of the approval of this Agreement.

Section 3. REVIEW OF PROJECT. The Planning & Economic Development Director shall periodically review the progress of the contractor's work on the building, sign, and site improvements pursuant to this Agreement. Such inspections shall not replace any required permit inspection by Village Inspectors. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

Section 4. DOCUMENTATION REQUIREMENTS. Upon completion of the building and site improvement/historic preservation and upon its final inspection and approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE a properly executed and notarized contractor statement and architect fee statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work.

In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall, within sixty days of receipt of the contractor's statement and proof of payment issue a check to the OWNER/LESSEE. In no case shall the amount paid to the OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's or architect's statements. At the time of reimbursement and throughout the term of this agreement, the land use and signage under the control of the OWNER/LESSEE shall be in conformance with zoning and sign code provisions.

Section 5. FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his contractor fails to complete the building, sign, or site improvements in conformity with the plans provided for in Exhibit A and in conformity with the provisions of this Agreement, this Agreement shall terminate and the financial obligation on the part of the VILLAGE shall cease and become null and void.

Section 6. UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the building, sign, and site improvement provided for in this Agreement.

Section 7. VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION. The owners of the subject property agree to defend and hold harmless the Village from any and all claims which may arise out of said owners' construction activities under this Agreement.

Section 8. GENERAL INDEMNIFICATION. In the event that, as a result of this Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant in any litigation arising by reason of this Agreement, and development activities contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the mayor, trustees, officers and agents thereof, individually and collectively, from any suits and from any claims, demands, setoff or other action including but not limited to judgments arising therefrom. The obligation of the owners hereunder shall include and extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and its officers and agents in such litigation and includes expenses, court costs and fees; it being understood that the owners where there shall be no applicable standards provided therein, shall have the right to employ all such attorneys to represent the VILLAGE and its officers and agents in such litigation, subject to the approval of the corporate authorities of the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have the right to appeal to courts of appellate jurisdiction any judgment taken against the VILLAGE or its officers or agents in this respect, and the Village shall join in any such appeal taken by the owners.

Section 9. PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, which shall include the right of the parties to recover a judgment for monetary damages against each other, provided, however, that the owners shall not have a right to recover a judgment for monetary damages against any elected or appointed official of the VILLAGE for any breach of any of the terms

of this Agreement. The VILLAGE reserves the right to maintain an action to recover damages or any sums which owners have agreed to pay pursuant to this Agreement and which have become due and remained unpaid.

Section 10. EXHIBITS. It is agreed that Exhibit A shall be considered part of this agreement.

Section 11. DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL. The OWNER/LESSEE hereby agrees to prominently display a poster identifying the property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site Improvement Grant Program. The sign will be provided by the VILLAGE and shall be displayed upon approval of this Agreement to no less than thirty days after final approval and reimbursement is made.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNERS/LESSEE

VILLAGE OF LEMONT

Property OWNER/LESSEE

Village President

Date: _____

Date: _____

ATTEST:

By: _____
Village Clerk

Aldo Bottalla
212 Stephen St Lemont Il 60439

Stanley L Construction INC. Hereby agrees to perform all work, and supply all materials as specified in this bid.

All work shall be in substantial conformance with said specification with no material deviations, or changes, unless agreed upon Stanley L Construction, and the customer.

Stanley L Construction provide a certificate of insurance, licence, and, bond.

Stanley L Construction will protect the building as needed for the duration of the project.

Stanley L Construction will clean job site on a daily basis.

Stanley L Construction will perform a final clean up removing any, and all construction debris related to this project.

Siding.

Remove all wood siding, and wood trim.

Install house wrap.

Replace all rotted wood.

Install new James Hardy siding - 6", and all decorating trim 1, and 2 floor.

Install Hardi soffit, and fascia.

Windows.

Install 12 vinyl replacement windows on 2 floor.

Climate Guard windows, color white, energy star.

Material, and labor \$ 29300.00

Stanley Laton

President.

847-962-5759

*Colors were considering Taupe or Grey with white Trim



Products / Exterior / HardiePlank®

Fiber Cement Lap Siding

HardiePlank lap siding is the most popular brand of siding in America and can be found on over 5.5 million homes. With its strength, beauty and durability, HardiePlank lap siding enhances and protects homes in all kinds of climates—and now, with the HardieZone® System, James Hardie provides fiber cement siding with specific performance attributes relative to the climate where the siding product is being used. James Hardie now gives you the optimum siding for your home and climate, regardless of location.

All HardiePlank lap siding comes in a variety of looks and textures, all of which are Engineered for Climate®. We are so sure about how well the HardieZone system will perform, HardiePlank lap siding comes with a 30-year nonprorated, transferable, limited warranty—our strongest warranty ever.

HardiePlank lap siding earned the Good Housekeeping Seal.



James Hardie® siding is backed by:



- PRODUCT INFORMATION
- WARRANTY
- INSTALLATION
- FAQ

Your zip code has been saved as: 60439

Change your location:

HLS
The above HardieZone products are suited for your local climate. [Learn more.](#)

[Click here to view all products.](#)

Select Cedarmill® ColorPlus



Thickness: 5/16"
Weight: 2.3 lbs./sq. ft.
Length: 12' planks

SPAN	5.250"	6.250"	7.250"	8.250"
EXPOSURE	4.0"	5.0"	6.0"	7.0"
INSTALLATION	✓	✓	✓	✓
FINISH	✓	✓	✓	✓

Color Palette



Select Cedarmill®

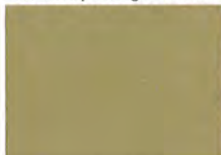


Thickness: 5/16"
Weight: 2.3 lbs./sq. ft.
Length: 12' planks

SPAN	9.250"
EXPOSURE	8.0"
INSTALLATION	✓

This product is not available in ColorPlus® colors in this area.

Smooth Lap Siding ColorPlus



Thickness: 5/16"
Weight: 2.3 lbs./sq. ft.
Length: 12' planks

SPAN	5.250"	6.250"	7.250"	8.250"
EXPOSURE	4.0"	5.0"	6.0"	7.0"
INSTALLATION		✓	✓	✓

Color Palette

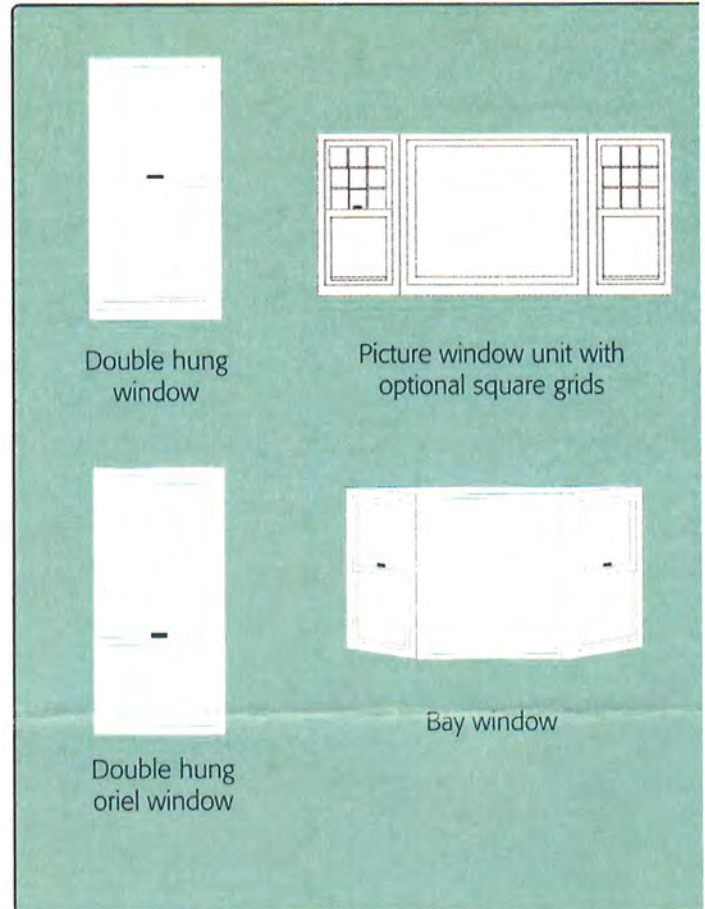


STANDARD FEATURES

- 7/8" insulated warm edge glass unit
- Fusion welded corners on main frame and sashes
- Made from high grade solid vinyl extrusions
- Multi-chambered thermal insulated system
- Stepped jam construction
- Tilt-in or removable sashes
- Recessed tilt latches for clean, unobstructed view
- Dual durometer glazing system
- Interlocking sash meeting rails
- Double sash locks¹
- Deluxe vent latch (available with double hung windows only)
- Wool pile with fin seal weather stripping
- Quiet, smooth constant force balance system
- Custom sizes
- Lifetime limited warranty²
- White color is standard

OPTIONAL FEATURES

- R-5 glass package available
- Comfort Ti-AC 36™ Titanium Low-E glass with Argon gas
- Comfort E-PS™ Low-E glass or Comfort E-PS™ Low-E glass with Argon gas
- Opaque or tinted glass
- Triple glazing
- Diamond or square grids
- Half or full fiberglass or aluminum screen
- Full sun screen
- Mullion
- Nailing fin
- Available in a variety of colors



Note: Actual colors may vary.



¹ Double hung 30" wide or wider, optional under 30" wide

² Contact supplier/manufacturer for written warranty ENERGY STAR® qualified with optional glass pack.



Existing Conditions





- QUICKET shall provide LEMONT with an individual records portal that allows users to pay for fines and obtain copies of certain records, such as accident reports.
- QUICKET shall deliver E-Payment 60 days after LEMONT approves of QUICKET handling payment processing.
- E-Payment Oversight
 - QUICKET shall provide LEMONT with a desktop interface for the oversight of electronic payments made using QUICKET'S system.
 - QUICKET will design a set of financial monitoring tools that monitors all income generated by acceptance of electronic payment either in the field with a QUICKET-supplied card reader or online through QUICKET'S individual records portal interface.
 - QUICKET shall deliver E-Payment Oversight 60 days after LEMONT approves of QUICKET handling payment processing.