

418 Main Street • Lemont, Illinois 60439



Village of Faith

VILLAGE BOARD MEETING

JANUARY 14, 2013 - 7:00 P.M. VILLAGE HALL – 418 MAIN ST.

AGENDA

Mayor Brian K. Reaves

Village Clerk Charlene M. Smollen

Trustees

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

Administrator

Benjamin P. Wehmeier

Administration

phone (630) 257-1590 fax (630) 243-0958

Building Department phone (630) 257-1580 fax (630) 257-1598

Planning & Economic Development

phone (630) 257-1595 fax (630) 243-0958

Engineering Department

phone (630) 243-2705 fax (630) 257-1598

Finance Department

phone (630) 257-1550 fax (630) 257-1598

Police Department

14600 127th Street phone (630) 257-2229 fax (630) 257-5087

Public Works

16680 New Avenue phone (630) 257-2532 fax (630) 257-3068

www.lemont.il.us

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
 - A. APPROVAL OF MINUTES
 - 1. DECEMBER 10, 2012 VILLAGE BOARD MEETING
 - 2. DECEMBER 17, 2012 SPECIAL VILLAGE BOARD MEETING
 - 3. COMMITTEE OF THE WHOLE MINUTES
 - **B.** APPROVAL OF DISBURSEMENTS
 - C. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING NUMBER OF CLASS A-3 LIQUOR LICENSES)

 (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)
- IV. MAYOR'S REPORT
 - A. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
 - A. CORRESPONDENCE
 - **B. ORDINANCES**
 - ORDINANCE CORRECTING A SCRIVENER'S ERROR CONTAINED IN ORDINANCE O-68-12, AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW GROUP LIVING, NOT OTHERWISE DEFINED, AT 1 POVALISH COURT, IN LEMONT, IL (MAGNOLIA HOUSE) (PLANNING & ED)(STAPLETON)(BROWN/JONES)
 - 2. ORDINANCE RESTRICTING PARKING ALONG MCCARTHY ROAD WITHIN THE VILLAGE OF LEMONT (ADMIN./PUBLIC WORKS)(REAVES/BLATZER)(WEHMEIER/SCHAFER/PUKULA)

- 3. ORDINANCE PROHIBITING THE DISCHARGE OF SANITARY AND INDUSTRIAL WASTE INTO ANY STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED AS A PART OF THE McCarthy Road Improvement (Admin./Public Works)(Reaves/Blatzer)(Wehmeier/Schafer/Pukula)
- 4. ORDINANCE PROHIBITING ENCROACHMENTS WITHIN THE STATE OF ILLINOIS RIGHT OF WAY ALONG McCarthy Road (ADMIN./Public Works)(Reaves/Blatzer)(Wehmeier/Schafer/Pukula)
- 5. ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 10970 ARCHER AVENUE (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)
- 6. ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS VILLAGE PROPERTY
 (ADMIN./PUBLIC WORKS)(REAVES/BLATZER)(WEHMEIER/SCHAFER/PUKULA)

C. RESOLUTIONS

- 1. RESOLUTION APPROVING LOCAL AGENCY AGREEMENT WITH IDOT FOR WALKER / McCarthy Road Improvements Project (Admin./Public Works)(Reaves/Blatzer)(Wehmeier/Schafer/Pukula)
- 2. RESOLUTION APPROVING FUNDING FOR WALKER/MCCARTHY ROAD PROJECT (ADMIN./PUBLIC WORKS)(REAVES/BLATZER)(WEHMEIER/SCHAFER/PUKULA)
- 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 (RC)
- XIII. ACTION ON CLOSED SESSION ITEMS
- XIV. MOTION TO ADJOURN (RC)

MINUTES VILLAGE BOARD MEETING December 10, 2012

The regular meeting of the Lemont Village Board was held on Monday, December 10, 2012, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

A. Approval of Minutes

1. November 26, 2012 Village Board Meeting.

B. Approval of Disbursements

- C. Ordinance O-71-12 Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$5,690,000 Waterworks and Sewerage Bonds, Series 2004 (Alternative Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- **D.** Ordinance O-72-12 Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,525,000 General Obligation Bonds, Series 2005 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- **E.** Ordinance O-73-12 Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,825,000 General Obligation Waterworks and Sewerage Refunding Bonds, Series 2005 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- **F.** Ordinance O-74-12 Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$4,290,000 General Obligation (T.I.F.) Refunding Bonds, Series 2005A (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- **G.** Ordinance O-75-12 Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$2,690,000 General Obligation Bonds, Series 2007 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- **H. Ordinance O-76-12** Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$7,000,000 General Obligation Bonds, Series 2007A (Alternate Revenue Source), and \$2,215,000 General Obligation Bonds, Series 2008 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- **I.** Ordinance O-77-12 Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$1,755,000 General Obligation Bonds, Series 2010 (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

- **J.** Ordinance O-78-12 Abating the Tax Heretofore Levied for the Year 2012 to Pay Debt Service on \$5,000,000 General Obligation Waterworks and Sewerage Bonds (Alternate Revenue Source), Series 2010A and Build America Bonds (Direct Payment) of the Village of Lemont, Cook, Will and Du Page Counties, Illinois.
- **K.** Ordinance O-79-12 Abating the Tax Heretofore levied for the Year 2012 to Pay Debt Service on \$3,420,000 General Obligation Bonds, Series 2012A (Alternate Revenue Source), and \$4,750,000 General Obligation Bonds, Series 2012B (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.
- **L. Ordinance O-80-12** Abating the Tax Heretofore levied for the Year 2012 to Pay Debt Service on \$3,400,000 General Obligation Bonds, Series 2012C (Alternate Revenue Source) of the Village of Lemont, Cook, Du Page and Will Counties, Illinois.

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

IV. MAYOR'S REPORT

- **A.** Proclamation for Drunk and Drugged Driving Prevention Month. Motion by Miklos, seconded by Blatzer to approve said proclamation. VV 6 ayes.
- **B.** Met with the Northern Will County Water Agency today. American Water has declined our offer to buy them out. We will, as a group, begin our process of eminent domain.
- C. Village Hall project coming along.
- **D.** Audience Participation

V. CLERK'S REPORT

A. Correspondence

1. Attended the Southwest Municipal Clerks meeting Thursday in Worth. Bert Odelson was the featured speaker.

B. Ordinances

- 1. Ordinance O-81-12 for the Levying and Assessing of Taxes for the Village of Lemont, Cook, Will and DuPage Counties, Illinois, for the Current Fiscal Year Commencing May 1, 2012, Adopted by the President and Board of Trustees of the Village of Lemont. Motion by Sniegowski, seconded by Blatzer, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.
- 2. **Ordinance O-82-12** Establishing a Street and Bridge Tax. Motion by Blatzer, seconded by Sniegowski, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.
- 3. **Ordinance O-83-12** Establishing a Street Lighting Tax. Motion by Stapleton, seconded by Miklos, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.

- 4. **Ordinance O-84-12** Ordinance Amending the Budget for Fiscal Year 12-13 for the Village of Lemont. Motion by Sniegowski, seconded by Miklos, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.
- 5. **Ordinance O-85-12** Designating Certain Property as a Landmark: St. Matthew Evangelical Lutheran Church, 301 Lemont Street. Motion by Stapleton, seconded by Blatzer, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.
- 6. Ordinance O-86-12 Approving Economic Development Agreement with Ace Hardware and GK Development. Motion by Chialdikas, seconded by Sniegowski, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.

VI. VILLAGE ATTORNEY REPORT

VII. VILLAGE ADMINISTRATOR REPORT

VIII. BOARD REPORTS

IX. STAFF REPORTS

PD - Officers will be out in force to prevent drunk or drugged driving during the holidays.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

- 1. The Electrical Aggregation has worked out well. Our first ComEd bills reflected a significant decrease.
- 2 The Mayor's caucus is communicating with the ICC.

XII. EXECUTIVE SESSION

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Personnel and Setting the Price of Real Estate. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Virgilio, Blatzer; 6 ayes. Motion passed.

XIII. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Blatzer, seconded by Stapleton, to adjourn the meeting at 8:25 p.m. Voice vote: <u>6</u> ayes.

MINUTES SPECIAL VILLAGE BOARD MEETING December 17, 2012

The Special Meeting of the Lemont Village Board was held on Monday, December 17, 2012, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

- A. Ordinance O-87-12 Authorizing the Execution of an Amended and Restated Annexation Agreement for 131.14 Acres Located at the Southwest Corner of Parker Road and 131st Street in Lemont, IL (Kettering). Motion by Stapleton, seconded by Miklos, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer; Chialdikas, Miklos; 5 ayes. Sniegowski absent. Motion passed.
- **B.** Ordinance O-88-12 Granting Preliminary Plan/Plat Approval and Special Use for a Planned Unit Development (PUD) for 131.14 Acres Located at the Southwest Corner of Parker Road and 131st Street, Lemont (Kettering). Motion by Chialdikas, seconded by Miklos, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer; Chialdikas, Miklos; 5 ayes. Sniegowski absent. Motion passed.
- **C. Ordinance O-89-12** Authorizing the Acquisition of Certain Real Property Known as Smith Farms Detention Pond. Motion by Stapleton, seconded by Blatzer, to adopt said ordinance. Roll call: Stapleton, Virgilio, Blatzer; Chialdikas, Miklos; 5 ayes. Sniegowski absent. Motion passed.
- **D. Resolution R-77-12** Authorizing Adoption of a Labor Agreement Between Village of Lemont and Metropolitan Alliance of Police, Lemont Police Chapter #33. Motion by Miklos, seconded by Blatzer, to adopt said resolution. Roll call: Stapleton, Virgilio, Blatzer; Chialdikas, Miklos; 5 ayes. Sniegowski absent. Motion passed.

IV. ACTION ON CLOSED SESSION ITEMS

There being no further business, a motion was made by Stapleton, seconded by Blatzer, to adjourn the meeting at 7:20 p.m. Voice vote: 5 ayes. Sniegowski absent. Motion passed.

Committee of the Whole December 17, 2012

7:30 p.m.

A Meeting of the Village of Lemont Committee of the Whole was held on Monday December 17, 2012 in the Lemont Police Department Training Room at 14600 127th St. in Lemont, Illinois.

CALL TO ORDER

Mayor Brian Reaves called the meeting to order at 7:30 p.m. after the regularly scheduled Village Board Meeting and acknowledged that the following were present:

Trustees Paul Chialdikas, Ron Stapleton, Rick Sniegowski, Debbie Blatzer, Jeanette Virgilio and Cliff Miklos.

Also present were Village staff members Ben Wehmeier, James Brown, Charity Jones, Ed Buettner, Mark LaChappell, George Schafer, Chief Kevin Shaughnessy, Ralph Pukula, and Village Attorney Jeffery Stein.

DISCUSSION ITEMS

Rezoning of Property at SE corner of 131st and Parker Road (Paradise Park)

The rezoning of this property was discussed at the November Committee of the Whole. After word of the possible foreclosure of the property, the Village intended to hold a public hearing on the potential rezoning of the property. Subsequent the public hearing the developer contacted the Village requesting the Village cease its proceedings. It is the developer's intention to pursue developing the land as intended in the approved plans. Staff was giving an update since there was concern in prior meetings of the property going to another developer and having rights to build an undesirable development. At this time, staff feels there are enough protections in the annexation agreement and planned unit development where this would not occur, hence there will be no further action on rezoning at this time. The Board directed staff to give updates down the line as they become available.

<u>UDO Amendments – Parking</u>

The Planning and Zoning Commission recently discussed amendments to the DUO for overnight parking of semi trailers on commercial properties and the parking or storage of construction equipment and other similar vehicles on residential properties. For the truck parking, there have been concerns about semi trailers parking overnight in the parking lots of local shopping centers. The Board was in favor of adding language to the UDO to address this issue with any trucks over a typical pick-up truck, would not be allowing to park overnight in these facilities. The idea of this regulation is not to hurt businesses that might have trucks but rather to stop trucks from parking in front of businesses where it is not servicing. If the truck is unrelated to the use of the business it cannot reside on that property. The Board was in favor of adding this to the unified development ordinance. The other item of discussion was geared towards outdoor storage of business property in residential areas, to include commercial bobcats, loaders, etc.

Currently there is nothing in the code prohibiting this type of equipment from residential areas. The Board was in favor of adding this regulation to the code. Discussion closed.

Eureka Street Parking

Mr. Pukula led a short discussion on a parking issue on Eureka. Staff received a complaint that parking on both sides of Eureka near State Street has caused an issue where cars cannot safely get through both sides of Eureka. The recommendation from staff was to post no parking on the north side of Eureka from State St to Singer Avenue. It was later decided that the no parking should be from State Street to the alley to see if this works to solve the problem. It was later discussed that there are numerous areas of town in which there is no parking posted in which there is no corresponding documentation in the Lemont Municipal Code. The public works department would be locating these areas and bringing the locations to the Board at future meetings for codification with the code. Discussion closed.

Draft Five Year Capital Plan

The Village staff has been working over the course of the last few months to begin the process of the Capital budget. This will be the first formal capital budget and staff plans to incorporate into the annual budget. The emphasis of the five year plan is based on guidance from the Strategic Plan recently formulated. As part of the discussion the Board reviewed the street resurfacing plan, the road and water projects to be completed as well as the capital equipment. Capital equipment was discussed; the Village will formalize a plan to purchase equipment using vehicle sticker revenue every other year. For road projects, the triangle project was discussed and the Village's contribution in the next budget year. First Street was also discussed as funds from a recent settlement agreement would need to be used the upcoming fiscal year or would be lost. It was decided that the project would go forward with enhanced resurfacing and opening up of a one way route to Schultz Street. The major discussion point was the status of the Illinois Street reconstruction project. Staff had met with State and Federal agencies on potential required ADA improvements to better get an idea on cost for the project. Staff explained that the cost for the road reconstruction work is estimated to be around 1.25 million. The Village would receive close to 100% funding from the State via jurisdictional transfer and federal sources to complete the general reconstruction work. Extras for the project including urban landscaping, street lighting and utility work would be extra and could be paid for using funds from the expiring TIF District. There was much discussion on the topic. Citing potential cost overruns for the project, the Board decided that it would be best to not reconstruct Illinois and instead use remaining TIF dollars elsewhere in the TIF. If the Village decided not to reconstruct the road, it would be left to the state. Discussion closed on the topic.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Mayor Reaves brought up the tragedy in Newtown, Connecticut and how the Village and schools in Lemont are preparing as a result of the tragedy. For the short term, Police would have a presence during morning and afternoon pickup and drop off. Going forward, staff is meeting with officials from the

School Districts to discuss options such as increased security cameras, panic alerts and other mechanisms to increase security. There would be more updates down the line as they become available.

AUDIENCE PARTICIPATION

No Audience Participation

ADJOURNMENT

Mayor Reaves adjourned the meeting at 9:45 PM

Payment Batch Register

Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Tra	nsaction Amount
Bank Ac	count: Clearing	· Accounts F	Payable				
Check	12/24/2012	5077	Accounts Payable	5th Avenue Construction			1,000.00
	Invoice		Date	Description		Amount	
	120020		12/12/2012	Refund-12801 Dunmoor	Dr	1,000.00	
Check	12/24/2012	5078	Accounts Payable	Airgas USA, LLC			16.61
	Invoice		Date	Description		Amount	
	9905695	821	11/30/2012	welding gas tank rental		16.61	
Check	12/24/2012	5079	Accounts Payable	Allied Cleaning Services, Inc			250.00
	Invoice		Date	Description		Amount	
	4831		11/14/2012	body removal		250.00	
Check	12/24/2012	5080	Accounts Payable	Allyn Corp. Plumbing			225.00
	Invoice		Date	Description		Amount	
	5556		12/06/2012	water fountain drain repa	iir	225.00	
Check	12/24/2012	5081	Accounts Payable	Amalgamated Bank of Chica	go	•	1,780.00
	Invoice		Date	Description		Amount	
	12-12-01	` ,	12/01/2012	trust #1854427004 Serie		790.00	
	12-12-01	` '	12/01/2012 12/01/2012	Trust #1852355004 Serie Trust #1853079007 Serie		495.00 495.00	
Check	12-12-01 12/24/2012	5082	Accounts Payable	Amalgamated Bank of Chica			4,418.75
Officer	Invoice	3002	Date	Description	90	Amount	4,410.75
	13-01-01	2220	12/18/2012	Series 2004 #2239		394,418.75	
Check	12/24/2012	5083	Accounts Payable	AmAudit		394,410.73	561.84
Officer	Invoice	3003	Date	Description		Amount	301.04
	783		12/01/2012	utilities audits		561.84	
Check	12/24/2012	5084	Accounts Payable	Ameren Energy Marketing C	ompany		4,700.88
	Invoice		Date	Description	• •	Amount	
	9085312	111	12/05/2012	Nov '12 elec svc		14,700.88	
Check	12/24/2012	5085	Accounts Payable	Archer Veterinary Clinic			61.00
	Invoice		Date	Description		Amount	
	114143		12/07/2012	K9 "Arko" exam		61.00	
Check	12/24/2012	5086	Accounts Payable	Arthur Peterson, Inc.			187.36
	Invoice		Date	Description		Amount	

Payment Batch Register

Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	12-11-30		11/30/2012	Nov '12 purchases		187.36
Check	12/24/2012	5087	Accounts Payable	AT&T Capital Services, Inc.		114.74
	Invoice		Date	Description		Amount
	52847000	001	12/17/2012	iPad lease		114.74
Check	12/24/2012	5088	Accounts Payable	AT&T Illinois		85.00
	Invoice		Date	Description		Amount
	12-11-30		11/30/2012	C.S. internet		85.00
Check	12/24/2012	5089	Accounts Payable	Attorney Registration & Disciplinary Commission		342.00
	Invoice		Date	Description		Amount
	12-12-18		12/18/2012	registration-Wehmeier 6291025		342.00
Check	12/24/2012	5090	Accounts Payable	Avalon Petroleum Company		13,844.24
	Invoice		Date	Description		Amount
	472742		11/28/2012	801 gals unl fuel		2,515.14
	013698		12/07/2012	2150 gals unl fuel		7,623.90
	472873		12/05/2012	1180 gals unl fuel		3,705.20
Check	12/24/2012	5091	Accounts Payable	Azavar Audit Solutions		2,519.23
	Invoice		Date	Description		Amount
	9140		12/01/2012	Dec '12 cont. pmt.		1,194.64
	9051		10/01/2012	Oct '12 cont. pmt.		1,324.59
Check	12/24/2012	5092	Accounts Payable	Ballard , Thomas		78.40
	Invoice		Date	Description		Amount
	12-12-10		12/10/2012	reimbursement		78.40
Check	12/24/2012	5093	Accounts Payable	Battery Service Corp.		410.45
	Invoice		Date	Description		Amount
	228185		12/05/2012	parts		169.95
	228186		12/05/2012	parts		240.50
Check	12/24/2012	5094	Accounts Payable	Burke Electrical Construction		1,295.90
	Invoice		Date	Description		Amount
	22791		11/16/2012	repair p.d. overhead lights		1,295.90
Check	12/24/2012	5095	Accounts Payable	Castletown Homes, Inc.		3,000.00
	Invoice		Date	Description		Amount

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Payment Batch Register

Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name EFT Bank/Account	Transaction Amount
	120208 120329 120151		12/06/2012 12/07/2012 12/07/2012	Refund-1174 128th St Refund-1311 Krystyna Pl Refund-1150 128th St	1,000.00 1,000.00 1,000.00
Check	12/24/2012	5096	Accounts Payable	CDW Government, LLC	190.16
	Invoice		Date	Description	Amount
	T672207		11/28/2012	computer warranty	190.16
Check	12/24/2012	5097	Accounts Payable	Chase Cardmember Service	6,616.04
	Invoice		Date	Description	Amount
	110212-12	20212	12/02/2012	credit card purchases	6,616.04
Check	12/24/2012	5098	Accounts Payable	Chicago Badge & Insignia Co.	52.87
	Invoice		Date	Description	Amount
	11907		12/11/2012	badge - G. Benda	52.87
Check	12/24/2012	5099	Accounts Payable	Chief Supply Corporation	109.69
	Invoice		Date	Description	Amount
	158033		12/04/2012	coveralls	109.69
Check	12/24/2012	5100	Accounts Payable	Chipain's Finer Foods	57.12
	Invoice		Date	Description	Amount
	12-12-03		12/03/2012	coffee supplies	57.12
Check	12/24/2012	5101	Accounts Payable	Comcast Cable	477.57
	Invoice		Date	Description	Amount
	12/12-980 12/12-270		12/04/2012 12/04/2012	V.H. cable/internet 8771 20 147 0042700 - p.d. cable/internet	236.02 241.55
Check	12/24/2012	5102	Accounts Payable	ComEd	269.85
	Invoice		Date	Description	Amount
	12/12-301 12/12-703 12/12-206 12/12-022	3	11/30/2012 12/05/2012 12/03/2012 12/13/2012	9338003016 street lights 2213017033 street lights 1443022063 - bike path lighting 0171030229 Athen Knoll	31.46 190.28 24.14 23.97
Check	12/12-022	5103	Accounts Payable	Concrete Clinic	17.56
Check	Invoice	5103	Date	Description	Amount
	3130		12/04/2012	concrete bags	17.56
Check	12/24/2012	5104	Accounts Payable	Constellation NewEnergy, Inc.	6,464.56
JIIOUK	Invoice	0104	Date	Description	Amount

User: Meg Machacek Pages: 3 of 13 12/20/2012 11:55:35 AM

Payment Batch Register

Bank Account: Clearing - Accounts Payable
Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Tra	nsaction Amount
	8138793		11/29/2012	1-KYU1RQ - street ligh	ts	863.81	
	8138426		11/29/2012	1-KYU1O2 - street ligh	ts	40.74	
	8138786		11/29/2012	1-KYU1OZ - street ligh		47.52	
	8138791		11/29/2012	1-KYU1PW - street ligh		359.48	
	8138792		11/29/2012	1-KYU1QT - street ligh		4,296.36	
	8185322		12/03/2012	1-KYU1N5 - street light		272.63	
	8195688		12/05/2012	1-KYU1LB - street light		34.74	
	8195697		12/05/2012	1-KYU1KE - street ligh		329.41	
	8209876		12/05/2012	1-KYU1JH - street light		146.39	
	8209878		12/05/2012	1-KYU1M8 - street ligh		73.48	
Check	12/24/2012	5105	Accounts Payable	Cook County Department of	of Public Health	•	4,200.00
	Invoice		Date	Description		Amount	
	12-12-10		12/10/2012	jul-sep '12 health inspe	ections	4,200.00	
Check	12/24/2012	5106	Accounts Payable	Donald E. Morris Architect,	P.C.		50.00
	Invoice		Date	Description		Amount	
	10-12 lns	p.	10/31/2012	Oct '12 inspections		50.00	
Check	12/24/2012	5107	Accounts Payable	DuPage County Chiefs of F Association	Police		50.00
	Invoice		Date	Description		Amount	
	2013		12/18/2012	dues - shaughnessy		50.00	
Check	12/24/2012	5108	Accounts Payable	Dustcatchers, Inc.			42.28
	Invoice		Date	Description		Amount	
	52111		12/13/2012	2055 carpet mats svc		42.28	
Check	12/24/2012	5109	Accounts Payable	Emergency Vehicle Techno	ologies		292.90
	Invoice		Date	Description		Amount	
	2241		12/10/2012	repl light K-9 Tahoe		292.90	
Check	12/24/2012	5110	Accounts Payable	Enviro-Test, Inc.			200.00
	Invoice		Date	Description		Amount	
	12-12929	6	12/03/2012	sample testing		200.00	
Check	12/24/2012	5111	Accounts Payable	Federal Express Corp			168.80
	Invoice		Date	Description		Amount	
	2-095-95	4 41	11/28/2012	1705-8199-7 shipping-	admin	168.80	
Check	12/24/2012	5112	Accounts Payable	Fleet Safety Supply			339.91

Payment Batch Register

Bank Account: Clearing - Accounts Payable
Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transact Amo
	Invoice		Date	Description		Amount
	56695		12/03/2012	parts		339.91
Check	12/24/2012	5113	Accounts Payable	Frank Novotny & Associates, Inc.		58,207
	Invoice		Date	Description		Amount
	12229-2		11/19/2012	gen eng - steeples		73.00
	06028.GE	-32	11/19/2012	gen eng - aug-oct		438.00
	12304-1		11/19/2012	main st lot sewer eng		8,384.69
	12241-2		11/19/2012	main st lot eng		2,418.41
	12204-2		11/19/2012	sewer televising eng		803.00
	10360-11		11/19/2012	houston & state well eng		217.50
	12092-3		11/19/2012	logan st water main eng		439.00
	11340-3		11/19/2012	mccarthy rd water main eng		23,555.00
	12155-2		11/19/2012	demo 10900, 10997 eng		146.00
	12096-3		11/19/2012	mft resurfacing eng		9,150.07
	09234-2		11/19/2012	412 holmes st retaining wall		6,757.83
	19 (FED)		12/04/2012	McCarthy Rd improvements		5,824.57
Check	12/24/2012	5114	Accounts Payable	G2 Consulting Group, LLC		2,300
	Invoice		Date	Description		Amount
	121468		11/21/2012	environmental site assess - 10985	Archer Ave	2,300.00
Check	12/24/2012	5115	Accounts Payable	Gallagher Materials, Inc.		1,250
	Invoice		Date	Description		Amount
	116022ME	3	12/11/2012	cold patch		1,250.64
Check	12/24/2012	5116	Accounts Payable	GT Mechanical, Inc.		3,783
	Invoice		Date	Description		Amount
	12000156	36	12/01/2012	0001786-hvac maint agree		413.00
	12000156	52	12/01/2012	p.d. hvac maint agreement		3,370.00
Check	12/24/2012	5117	Accounts Payable	Guaranteed Technical Services And Consulting, Inc.		2,182
	Invoice		Date	Description		Amount
	2010746		12/06/2012	I.T. support		1,203.49
	2010756		12/17/2012	I.T. support		978.60
Check	12/24/2012	5118	Accounts Payable	Heritage Technology Solutions		4,233
	Invoice		Date	Description		Amount
	80701		11/19/2012	v.h. door system repair		571.45

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Payment Batch Register

Bank Account: Clearing - Accounts Payable
Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Tra	nsaction Amount
	deposit		11/12/2012	door system		3,662.50	
Check	12/24/2012	5119	Accounts Payable	Illinois Association of Chiefs of Police			200.00
	Invoice		Date	Description		Amount	
	2011.884		12/07/2012	2013 dues		200.00	
Check	12/24/2012	5120	Accounts Payable	Illinois Law Enforcement Alarm System			400.00
	Invoice		Date	Description		Amount	
	12-12-07		12/07/2012	2013 conference		400.00	
Check	12/24/2012	5121	Accounts Payable	Illinois State Police			30.00
	Invoice		Date	Description		Amount	
	3810431		12/04/2012	SOR - C. Piasecki		30.00	
Check	12/24/2012	5122	Accounts Payable	Illinois State Treasurer			10.00
	Invoice		Date	Description		Amount	
	3810431		12/04/2012	SOR - C. Piasecki		10.00	
Check	12/24/2012	5123	Accounts Payable	Imperial Service Systems Inc			1,811.69
	Invoice		Date	Description		Amount	
	62890		12/01/2012	Dec '12 office cleaning svc		1,689.00	
	63174		11/30/2012	v.h. cleaning-add'l		122.69	
Check	12/24/2012	5124	Accounts Payable	Inkwell, Ltd.			36.82
	Invoice		Date	Description		Amount	
	59803		12/05/2012	office supplies		13.12	
	59899		12/13/2012	pens		23.70	
Check	12/24/2012	5125	Accounts Payable	International Association of Financial Crimes Inv			75.00
	Invoice		Date	Description		Amount	
	18945		12/13/2012	dues - A. Jonikas		75.00	
Check	12/24/2012	5126	Accounts Payable	IRMA			807.54
	Invoice		Date	Description		Amount	
	12-11-30		11/30/2012	Nov '12 ins ded		276.54	
	8533		11/29/2012	volunteer insur annual prem		531.00	
Check	12/24/2012	5127	Accounts Payable	JCM Uniforms			280.65
	Invoice		Date	Description		Amount	
	674174		12/06/2012	shirts		92.90	

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Payment Batch Register

Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsaction Amount
	673746 674177		12/06/2012 12/06/2012	turtleneck patches		49.95 10.00	
	673029		11/20/2012	shirts - M. Panush		127.80	
Check	12/24/2012	5128	Accounts Payable	Johnson, Depp & Quisenber	ry, PSC		2,185.50
	Invoice		Date	Description		Amount	
	12-11-30 (1 12-11-30 (2	•	12/10/2012 12/06/2012	Brownfields OAN		977.50 1,208.00	
Check	12/24/2012	5129	Accounts Payable	Kave Inc			76.05
	Invoice		Date	Description		Amount	
	12-10-12		12/10/2012	reimbursement for Quar	ries purchases	76.05	
Check	12/24/2012	5130	Accounts Payable	Langes Woodland Flowers			76.50
	Invoice		Date	Description		Amount	
	002852		11/05/2012	sympathy flowers		76.50	
Check	12/24/2012	5131	Accounts Payable	Lexis Nexis Risk Data Mana	gement		81.50
	Invoice		Date	Description		Amount	
	20121130		11/30/2012	searches		81.50	
Check	12/24/2012	5132	Accounts Payable	Ludwig Feed Store Corp			60.98
	Invoice		Date	Description		Amount	
	12-11-13		11/13/2012	K9 supplies		60.98	
Check	12/24/2012	5133	Accounts Payable	Mancari's Chrysler Jeep Doo	dge Inc		6.56
	Invoice		Date	Description		Amount	
	398487		12/04/2012	parts		6.56	
Check	12/24/2012	5134	Accounts Payable	McMaster-Carr Supply Co.			173.56
	Invoice		Date	Description		Amount	
	41846461		11/30/2012	padlocks		173.56	
Check	12/24/2012	5135	Accounts Payable	Menards			14.89
	Invoice		Date	Description		Amount	
	8700		12/03/2012	relief valve		14.89	
Check	12/24/2012	5136	Accounts Payable	Metropolitan Industries Inc			230.00
	Invoice		Date	Description		Amount	
	000026638	36	11/30/2012	target-kohls l/s repair		230.00	
Check	12/24/2012	5137	Accounts Payable	Morris Engineering, Inc.		2	2,475.00

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Payment Batch Register

Bank Account: Clearing - Accounts Payable
Batch Date: 12/20/2012

ransaction Amount	Tra	EFT Bank/Account	Source	Number	Date	Туре
nt	Amount		Date		Invoice	
	2,210.00 265.00	iews	12/11/2012 11/06/2012		12-03341 12-03252	
505.01			Accounts Payable	5138	12/24/2012	Check
nt	Amount		Date		Invoice	
- 56	36.56		11/07/2012		4895988	
14	91.44		11/02/2012		489249	
54	121.54		11/27/2012		491236	
55	10.55		11/26/2012		491124	
24	75.24		11/21/2012		490794	
38	2.68		11/29/2012		491475	
′ 1	12.71		11/30/2012		491501	
29	5.29		11/28/2012		491336	
)0	149.00		11/21/2012		072219	
2,951.83		prporation	Accounts Payable	5139	12/24/2012	Check
nt	Amount		Date		Invoice	
33	2,951.83	B-06 software training	11/26/2012		024181	
204.14			Accounts Payable	5140	12/24/2012	Check
nt	Amount		Date		Invoice	
- 36	75.66	ell #4	11/30/2012	0 4	12/11-2000	
21	25.21		12/07/2012	0 6	12/12-2000	
)3	24.03		12/11/2012	2 3	12/12-472	
)3	24.03		12/12/2012	8 000	12/12-20-2	
)0	30.00	S	12/12/2012	0 5	12/12-1000	
21	25.21		12/11/2012	2000 8	12-12-00-2	
4,549.67).	Accounts Payable	5141	12/24/2012	Check
nt	Amount		Date		Invoice	
39	2,301.69	3	12/05/2012		70903984	
38	2,247.98	ļ	12/06/2012		70904430	
3,500.00		sity	Accounts Payable	5142	12/24/2012	Check
nt	Amount		Date		Invoice	
00	3,500.00		12/05/2012	76	CGS00247	
190.00			Accounts Payable	5143	12/24/2012	Check
nt	Amount		Date		Invoice	

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Payment Batch Register

Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsaction Amount
	Schafer30	879	12/18/2012	IPELRA 2013 dues		190.00	
Check	12/24/2012	5144	Accounts Payable	Office of the Illinois Attorney General			30.00
	Invoice		Date	Description		Amount	
	3810431		12/04/2012	SOR - C. Piasecki		30.00	
Check	12/24/2012	5145	Accounts Payable	OfficeMax Incorporated			36.55
	Invoice		Date	Description		Amount	
	990068		08/31/2012	office supplies		36.55	
Check	12/24/2012	5146	Accounts Payable	Otis Elevator Co			350.00
	Invoice		Date	Description		Amount	
	12-11-28		11/28/2012	p.d. elevator inspection		350.00	
Check	12/24/2012	5147	Accounts Payable	P. T. Ferro Construction Co.		58,	3,394.07
	Invoice		Date	Description		Amount	
	12209-1		11/21/2012	smith farms subd		58,394.07	
Check	12/24/2012	5148	Accounts Payable	PDC Laboratories			90.00
	Invoice		Date	Description		Amount	
	728372S		11/30/2012	sample testing		90.00	
Check	12/24/2012	5149	Accounts Payable	Rag's Electric		5,	5,924.32
	Invoice		Date	Description		Amount	
	8432-M		10/23/2012	r/r light pole - pass thru (IRMA)		4,766.82	
	8464		12/03/2012	light controller repair		157.50	
	4827-45		12/03/2012	Nov '12 Bridge light maint		1,000.00	
Check	12/24/2012	5150	Accounts Payable	Rainbow Printing			487.85
	Invoice		Date	Description		Amount	
	409397		12/04/2012	P.W. envelopes & letterhead		315.90	
	409424		12/14/2012	#10 window envelopes		171.95	
Check	12/24/2012	5151	Accounts Payable	Ray O'Herron Co., Inc.		4,	,400.00
	Invoice		Date	Description		Amount	
	1229196-II	N	11/29/2012	radars		4,400.00	
Check	12/24/2012	5152	Accounts Payable	RCM Data Corporation		1,	,027.61
	Invoice		Date	Description		Amount	
	IN41243		11/30/2012	HP 4250 copier toner		229.98	
	IN41304		12/10/2012	toner for Phaser 7760		797.63	

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Payment Batch Register

Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		saction Amount
Check	12/24/2012	5153	Accounts Payable	Riccio Construction Corp.		16,	,263.70
	Invoice		Date	Description		Amount	
	12324-1 2256 2255		11/29/2012 11/13/2012 11/13/2012	V.H. construction relocate fire hydrant - 1042 Warner relocate fire hydrant - 53 Deborah		4,388.70 6,575.00 5,300.00	
Check	12/24/2012	5154	Accounts Payable	Schindler Elevator Corp.		2,	,811.21
	Invoice		Date	Description		Amount	
	8103341	411	12/01/2012	maint contr - dec-feb		2,811.21	
Check	12/24/2012	5155	Accounts Payable	Secure Solutions, Inc.			108.35
	Invoice		Date	Description		Amount	
	54769-47	744	10/08/2012	vehicle pegs		108.35	
Check	12/24/2012	5156	Accounts Payable	Sikich, LLP		6,	,486.00
	Invoice		Date	Description		Amount	
	151948		12/17/2012	financial consulting		6,486.00	
Check	12/24/2012	5157	Accounts Payable	Softway Car Wash/Lube Master			56.00
	Invoice		Date	Description		Amount	
	615480		12/12/2012	detail interior		56.00	
Check	12/24/2012	5158	Accounts Payable	Sosin & Arnold, Ltd.		1,	,000.00
	Invoice		Date	Description		Amount	
	77965		11/30/2012	Nov '12		1,000.00	
Check	12/24/2012	5159	Accounts Payable	Southwest Digital Printing, Inc.			83.64
	Invoice		Date	Description		Amount	
	12-0105r 12-08ma		12/12/2012 12/01/2012	plotter maint serv contract plotter maint serv agree		33.64 50.00	
Check	12/24/2012	5160	Accounts Payable	Sprint			358.88
	Invoice		Date	Description		Amount	
	1809005	10-130	11/27/2012	p.w. phones		358.88	
Check	12/24/2012	5161	Accounts Payable	Steiner Electric Company			452.00
	Invoice		Date	Description		Amount	
	S004126	406.001	11/21/2012	service agreement		452.00	
Check	12/24/2012	5162	Accounts Payable	Suburban Life Media			687.72
	Invoice		Date	Description		Amount	

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Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name EFT I	Tr. Bank/Account	ansaction Amount
	596668 594378 595787		12/07/2012 11/16/2012 11/30/2012	nominating petitions notice community corner hometown holidays ad	67.72 320.00 300.00	
Check	12/24/2012	5163	Accounts Payable	T.P.I. Building Code Consultants, Inc.		11.407.79
	Invoice		Date	Description	Amount	,
	6409		11/30/2012	Nov '12 reviews & inspections	11,407.79	
Check	12/24/2012	5164	Accounts Payable	Tameling Industries Inc	11,101.10	70.00
	Invoice		Date	Description	Amount	
	0084006-	·IN	11/22/2012	black dirt	70.00	•
Check	12/24/2012	5165	Accounts Payable	Tasc-Client Invoices	, 6166	592.20
	Invoice		Date	Description	Amount	
	32001743	388	12/13/2012	FMLA admin	592.20	•
Check	12/24/2012	5166	Accounts Payable	TKB Associates, Inc		2,867.10
	Invoice		Date	Description	Amount	
	9981		12/04/2012	scanning	242.10	-
	9988		12/10/2012	laserfiche license	2,625.00	
Check	12/24/2012	5167	Accounts Payable	Toshiba Financial Services		320.32
	Invoice		Date	Description	Amount	
	21799761	18	12/13/2012	p.d. copier lease 968667	320.32	
Check	12/24/2012	5168	Accounts Payable	Total Parking Solutions Inc.		3,780.00
	Invoice		Date	Description	Amount	
	101997		12/04/2012	metra machine maint	3,780.00	•
Check	12/24/2012	5169	Accounts Payable	Tressler, LLP		13,040.89
	Invoice		Date	Description	Amount	
	316155/6	/7	11/30/2012	Nov '12	13,040.89	•
Check	12/24/2012	5170	Accounts Payable	Tri-River Police Training Region		3,070.00
	Invoice		Date	Description	Amount	
	3408-2 3434		12/11/2012 12/10/2012	partial pmt - Thompson, Mezyk class - A. Jonikas	3,000.00 70.00	
Check	12/24/2012	5171	Accounts Payable	Unifirst Corporation		47.17
	Invoice		Date	Description	Amount	
	062 0023	603	12/17/2012	shop towel service	47.17	

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Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Transactio Amou	EFT Bank/Account	Payee Name	Source	Number	Date	Туре
3,400.0		United States Postal Service	Accounts Payable	5172	12/24/2012	Check
Amount		Description	Date		Invoice	
3,400.00		meter refill - water dept	12/12/2012		12-12-12	
18.0		Verizon Wireless	Accounts Payable	5173	12/24/2012	Check
Amount		Description	Date		Invoice	
18.00		aircards bal. due after credits	12/03/2012	319	28381388	
175.0		Village of Woodridge	Accounts Payable	5174	12/24/2012	Check
Amount		Description	Date		Invoice	
175.00		water agency share	11/15/2012		6964	
274.7		Virgilio , Jeanette	Accounts Payable	5175	12/24/2012	Check
Amount		Description	Date		Invoice	
274.70		reimbursement - IML conference	12/10/2012		12-12-10	
486.4		Warehouse Direct Office Products	Accounts Payable	5176	12/24/2012	Check
Amount		Description	Date		Invoice	
254.29		office supplies	12/03/2012	0	1767726-0	
84.57		office supplies	12/12/2012	0	1787518-0	
147.58		office supplies	12/12/2012	0	1787546-0	
282.9		Water Resources Inc.	Accounts Payable	5177	12/24/2012	Check
Amount		Description	Date		Invoice	
282.96		meters	12/11/2012		27553	
1,390.4		Wentworth Tire Service, Inc.	Accounts Payable	5178	12/24/2012	Check
Amount		Description	Date		Invoice	
1,390.48		parts	12/06/2012		419545	
512.5		West Side Tractor Sales	Accounts Payable	5179	12/24/2012	Check
Amount		Description	Date		Invoice	
512.56		parts	12/07/2012		N81878	
274,429.3		Wight Construction Services, Inc.	Accounts Payable	5180	12/24/2012	Check
Amount		Description	Date		Invoice	
274,429.34		v.h. renovation - pmt no. 5	01/13/2001)5 (5)	07-5011-0	
50.0		Wolfe , John	Accounts Payable	5181	12/24/2012	Check
Amount		Description	Date		Invoice	
50.00		shop tool	12/12/2012		121212A	

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Bank Account: Clearing - Accounts Payable Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transactio Amou
Check	12/24/2012	5182	Accounts Payable	Woodglen Development, LLC		1,000.0
	Invoice		Date	Description		Amount
	120222		12/18/2012	Refund-750 Woodglen Ln		1,000.00
Check	12/24/2012	5183	Accounts Payable	Zee Medical Inc.		44.8
	Invoice		Date	Description		Amount
	0100784	028	12/14/2012	first aid cabinet supplies		44.81
Check	12/24/2012	5184	Accounts Payable	Jimbo's Pizza		1,000.0
	Invoice		Date	Description		Amount
	120452		12/11/2012	Refund-12257 Walker Rd		1,000.00
Check	12/24/2012	5185	Accounts Payable	Lemont Ace Hardware		1,000.0
	Invoice		Date	Description		Amount
	120616		12/18/2012	Refund-1096 State St		1,000.00
Check	12/24/2012	5186	Accounts Payable	Next Door and Window		1,000.0
	Invoice		Date	Description		Amount
	120880		12/18/2012	Refund-1094 Covington Dr.		1,000.00
Check	12/24/2012	5187	Accounts Payable	Rolling Meadows LLC		1,000.0
	Invoice		Date	Description		Amount
	100540		12/12/2012	Refund-12751 Mayfair Dr		1,000.00
Clearing	Accounts Payable	e Totals:		Transactions: 111		\$967,688.0

Checks: 111 \$967,688.01

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Bank Account: GMAT Grant - GMAT Grant Batch Date: 12/21/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transactio Amou	
Bank Ac	count: GMAT Gr	ant - GMAT	Grant				
Check	12/20/2012	10279	Accounts Payable	Battle/Greater Metropolitan Auto Tr	neft	4,389.0	13
	Invoice		Date	Description		Amount	
	12-12-12		12/12/2012	reimbursement		4,389.03	
Check	12/20/2012	10280	Accounts Payable	Charles Becket		20.0)0
	Invoice		Date	Description		Amount	
	12-12-12		12/12/2012	reimbursement		20.00	
Check	12/20/2012	10281	Accounts Payable	Wright Express FSC		1,148.5	i 1
	Invoice		Date	Description		Amount	
	3124231	8	11/15/2012	fuel purchases		1,148.51	
GMAT G	rant GMAT Grant	Totals:		Transactions: 3		\$5,557.5	<u>i4</u>

Checks:

3

\$5,557.54

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Payment Batch Register

Bank Account: GMAT Project - GMAT Project Batch Date: 12/21/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsaction Amount
Bank Ac	count: GMAT Pro	oject - GMA	T Project				
Check	12/20/2012	15044	Accounts Payable	Battle/Greater Metropolitan Auto	Theft		31.00
	Invoice		Date	Description		Amount	
	12-12-20	12	12/12/2012	reimbursement		31.00	
Check	12/20/2012	15045	Accounts Payable	Hatcher , Bessie			250.00
	Invoice		Date	Description		Amount	
	12-11-20)	11/20/2012	Battle office cleaning		62.50	
	12-11-27		11/27/2012	cleaning		62.50	
	12-12-04		12/04/2012	cleaning		62.50	
	12-12-11		12/11/2012	cleaning		62.50	
GMAT Pr	oject GMAT Proje	ect Totals:		Transactions: 2			\$281.00
	Checks:	2	2 \$2	81.00			

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Payment Batch Register

Bank Account: Forfeitures - Forfeiture Account
Batch Date: 12/20/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Ac	count: Forfeiture	s - Forfeitur	e Account			
Check	12/24/2012	10006	Accounts Payable	Emergency Vehicle Technologies		10,060.49
	Invoice		Date	Description		Amount
	INV2237		12/07/2012	equip K-9 Tahoe		10,060.49
Forfeitures Forfeiture Account Totals:				Transactions: 1		\$10,060.49

Payment Batch Register Bank Account: Clearing - Accounts Payable

Batch Date: 12/31/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsactio Amour
Bank Ac	count: Clearing -	Accounts P	avable				
Check	12/31/2012	5188	Accounts Payable	AT&T Illinois			90.63
	Invoice		Date	Description		Amount	
	63024373	3751212	12/13/2012	phone svc - LCA		90.63	
Check	12/31/2012	5189	Accounts Payable	Bethany Lutheran Church	•		435.00
	Invoice		Date	Description		Amount	
	12-12-21		12/21/2012	donation (holiday raffle proceeds)		435.00	
Check	12/31/2012	5190	Accounts Payable	C.E.S. (City Electric Supply Co-MA)			33.60
	Invoice		Date	Description		Amount	
	017980		12/06/2012	lamps		16.80	
	017996		12/10/2012	lamps		16.80	
Check	12/31/2012	5191	Accounts Payable	Call One		1	1,138,89
	Invoice		Date	Description		Amount	
	12-12-15		12/15/2012	phone svc		1,138.89	
Check	12/31/2012	5192	Accounts Payable	CCP Industries, Inc.			100.47
	Invoice		Date	Description		Amount	
	!N010118	24	12/14/2012	janitorial supplies		100.47	
Check	12/31/2012	5193	Accounts Payable	CDW Government, LLC	•	1.	1,055.26
	Invoice		Date	Description		Amount	
	T598872		11/26/2012	computer		955.35	
	T420748		11/20/2012	Epson printer enet interface		99.91	
Check	12/31/2012	5194	Accounts Payable	Converged Communications Systems			160,00
	Invoice		Date	Description		Amount	
	16533		10/29/2012	phone support		160.00	
Check	12/31/2012	5195	Accounts Payable	Frank Novotny & Associates, Inc.		34,	1,368.90
	Invoice		Date	Description		Amount	
	10444-9		11/19/2012	eng-state & warner		55.00	-
	11043-9		11/19/2012	. eng-logan dam		73.00	
	10041-11		11/19/2012	eng-illinois st		28,260.65	
	12305-1		11/19/2012	eng-dumpster enclosure		825.00	
	12043-4		11/19/2012	eng-sewer-MWRDGC		219.00	
	12022-4		11/19/2012	eng-CDBG appl		871,00	
	11120-7		11/19/2012	eng-easement-McCarthy Rd, Mid Iron G	c	54.00	

Payment Batch Register

Bank Account: Clearing - Accounts Payable
Batch Date: 12/31/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
			44400042	eng-stage 2 DCMP		675.00
	12349-1 12308-1		11/19/2012 11/19/2012	eng-stage 2 DOMF eng-Glens of Connemara side	walk	3,336.25
Check	12/31/2012	5196	Accounts Payable	Garling , John		96,50
Oneon	Invoice	0150	Date	Description		Amount
	12-12 - 10		12/10/2012	reimbursement-Deltronics repa	air	96.50
Check	12/31/2012	5197	Accounts Payable	Guaranteed Technical Services Ar Consulting, Inc.	nd	3,147.50
	Invoice		Date	Description		Amount
	2010225		04/05/2012	IT support		1,360.00
	2010253		04/19/2012	IT support		1,787.50
Check	12/31/2012	5198	Accounts Payable	Hoppy's Landscaping		32,022.52
	Invoice		Date	Description		Amount
	09234-1		11/20/2012	412 Holmes retaining wall		30,200.02
	12305-1F		12/10/2012	The Vault dumpster enclosure		1,822.50
Check	12/31/2012	5199	Accounts Payable	Hoppy's Landscaping		5,826.68
	Invoice		Date	Description		Amount
	09234-2F		12/14/2012	412 Holmes retaining wall & st	airway 2 & Final	5,826.68
Check .	12/31/2012	5200	Accounts Payable	Mailfinance		1,206.00
	Invoice		Date	Description		Amount
	N369350	9	12/12/2012	neopost machine lease		1,206,00
Check	12/31/2012	5201	Accounts Payable	Neopost USA Inc		198.00
	Invoice		Date	Description		Amount
	1381199		12/10/2012	ink for neopost mail machine		198.00
Check	12/31/2012	5202	Accounts Payable	NiCor Gas		119.59
	Invoice		Date	Description		Amount
	12/12-004	13 0	12/13/2012	69-22-85-0043 0 rfld fthrs l/s		82.55
	12/12-93	78.5	12/14/2012	25-59-90-9378 5 well #6		37.04
Check	12/31/2012	5203	Accounts Payable	OfficeMax Incorporated		209.45
	Invoice		Date	Description		Amount
	094865		12/05/2012	copy paper, office supplies		209.45
Check	12/31/2012	5204	Accounts Payable	Prairie State Water Systems, Inc.		5,900.00
	1nvoice		Date	Description		Amount

Payment Batch Register Bank Account: Clearing - Accounts Payable

Batch Date: 12/31/2012

Transacti Amou	yee Name EFT Bank/Account	Source	Number	Date	Туре
5,900.00	well-capping 10900 & 10997 Archer	12/10/2012		12155-1	
428.7	g's Electric	Accounts Payable	5205	12/31/2012	Check
Amount	Description	Date		Invoice	
428.76	light bulbs	12/17/2012		8494	
14,328.6	cio Construction Corp.	Accounts Payable	5206	12/31/2012	Check
Amount	Description	Date		Invoice	
14,328,60	V.H. construction	11/13/2012)	12324-1(a	
11,176,5	iner Electric Company	Accounts Payable	, 5207	12/31/2012	Check
Amount	Description	Date	3207	Invoice	MICCA
	'				
636,00	p.w. generator maint agree	11/16/2012		\$0041219	
792.00	main st l/s maint agree	11/15/2012		S0041267	
779,23	smith farms I/s maint agree	11/15/2012	67.001	S0041266	
768.35	harpers grv I/s maint agree	11/15/2012	53.001	S0041224	
695.00	ruffled fthrs I/s maint agree	11/15/2012	64.001	S0041266	
813,35	glens of connemara l/s maint agree	11/15/2012	66.001	\$0041266	
655.00	kohls target i/s maint agree	11/16/2012	40.001	S0041266	
620.00	eagle ridge I/s maint agree	11/16/2012	90.001	S0041266	
719.95	oak tree In I/s maint agree	11/15/2012	51.001	\$0041224	
620,00	chestnut crossing Vs maint agree	11/16/2012	00.001	\$0041243	
1,318.25	chestnut crossing l/s repair	11/27/2012	23.001	S0041552	
1,876.70	well #5 maint agree	11/20/2012	70,001	S0041227	
882.76	keepataw trls I/s maint agree	11/15/2012	64.001	S0041219	
82,393.2	AHM	Accounts Payable	5208	12/31/2012	Check
Amount	Description	Date	•	Invoice	
82,393.28	Nov '12 health, life insurance premiums	11/30/2012		12-11-30	
2,521.2	3 Associates, Inc	Accounts Payable	5209	12/31/2012	heck
Amount	Description	Date		Invoice	
2,221.20	Outside Services-other	11/22/2012		9966	
300.00	scanning training	11/09/2012		9946	
. 360.0	hiba Financial Services	Accounts Payable	5210	12/31/2012	heck
Amount	Description	Date		Invoice	
360,01	p.w. copier lease	12/02/2012		58036514	
57,682.8	gi Construction, Inc.	Accounts Payable	5211	12/31/2012	heck
Amount	Description	Date		Invoice	

Payment Batch Register

Bank Account: Clearing - Accounts Payable
Batch Date: 12/31/2012

Type	Date	Number	Source	Payee Name	EFT Bank/Account		Amount
	12308-1		11/13/2012	Glens sidewalks		57,682.80	
Check	12/31/2012	5212	Accounts Payable	Vision Service Plan			970.26
	Invoice		Date	Description		Amount	
	12-11-19		12/19/2012	Dec '12 vision ins prem		970.26	
Check	12/31/2012	5213	Accounts Payable	Water Resources Inc.			107,06
	Invoice		Date	Description		Amount	
	27530	-	11/30/2012	water meter couplings		107.06	
Check	12/31/2012	5214	Accounts Payable	Kletecka , Kelly			194.00
•	Invoice		Date	Description		Amount	
	12-12-27		12/27/2012	refund for commuter pkg permit	s #56-256-456-656	194.00	
Clearing	Accounts Payable	Totals:		Transactions: 27		\$256	6,271.55

Checks:

27

\$256,271.55

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Payment Batch Register Bank Account: GMAT Grant - GMAT Grant

Batch Date: 12/31/2012

Туре	Date	Number	Source	Payee Name EFT Bank/Account	Transaction Amount
Bank Ac	count: GMAT Gr	ant - GMAT	Grant		
Check	12/28/2012	10282	Accounts Payable	Canon Financial Services, Inc.	69.05
-	Invoice		Date	Description	Amount
	1231272	5	11/12/2012	168515 copier usage	69.05
Check	12/28/2012	10283	Accounts Payable	DuPage Airport	1,156.63
	Invoice		Date	Description	Amount
	60608		12/01/2012	A-DAT01 unit #12 & #13 rental	1,156.63
Check	12/28/2012	10284	Accounts Payable	DuPage County Chiefs of Police Association	50.00
	Invoice		Date	Description	Amount
	12-12-18	3	12/10/2012	2013 dues - mirabelli	50.00
Check	12/28/2012	10285	Accounts Payable	Hoffman Estates Police Department	31,807.50
	Invoice		Date	Description	Amount
	12-09-30 12-09-30		12/03/2012 12/03/2012	reimbursement 3rd qtr Zaba reimbursement 3rd qtr Turman	15,903,75 15,903,75
Check	12/28/2012	10286	Accounts Payable	Ice Mountain	48.91
	Invoice		Date	Description	Amount
	02K0119	236503	11/13/2012	10/11/12-11/10/12 svc	48 91
Check	12/28/2012	10287	Accounts Payable	IL Dept of Central Management Services	279.12
	Invoice		Date	Description	Amount
	T131521	5	. 11/19/2012	T8889174 oct 12 comm svcs	279.12
Check	12/28/2012	10288	Accounts Payable	Krages Tire Center	1,538.99
•	Invoice		Date	Description	Amount
	219651		12/11/2012	vehicle repair	685.80
	219432		11/30/2012	vehicle repair	853.19
Check	12/28/2012	10289	Accounts Payable	Lexis Nexis Risk Data Management	54.05
	Invoice		Date	Description	Amount
	1340445	-20121130	11/30/2012	Nov 12 searches	54.05
Check	12/28/2012	10290	Accounts Payable	Office Depot	31,53
	Invoice		Date	Description	Amount
•	1522580	501	11/07/2012	office supplies	31.53
Check	12/28/2012	10291	Accounts Payable	Quilt Corporation	3.90

Payment Batch Register Bank Account: GMAT Grant - GMAT Grant

Batch Date: 12/31/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	7499692		11/28/2012	office supplies		3.90
Check	12/28/2012	10292	Accounts Payable	Verizon Wireless		2,733.15
	Invoice		Date	Description		Amount
	2828291	774	11/12/2012	285453371-00001		83.54
	2823699	542	11/03/2012	486091807-00001		30,54
	2825131	561	11/06/2012	987317374-00001		2,512.61
	2825120	245	11/06/2012	687317469-00001		106.46
GMAT G	rant GMAT Grant	Totals:		Transactions: 11		\$37,772.83
	Checks:	1.	\$37.77	72.83		

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Payment Batch Register Bank Account: GMAT Project - GMAT Project

Batch Date: 12/31/2012

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		Amount
Bank Ac	count: GMAT P	roject - GMA	.T Project		·		
Check	12/28/2012	15046	Accounts Payable	Action Screen Print & Embroidery			140.76
	Invoice		Date	Description		Amount	
	34091		11/28/2012	polo shirts		140.76	
GMAT P	GMAT Project GMAT Project Totals:			Transactions: 1			\$140.76
	Checks:		1 \$1.	40.76			

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name EFT Bank/Account	Transaction Amount
Bank Ac	count: Clearing	- Accounts F	Pavable		
Check	01/14/2013	5220	Accounts Payable	Air 1 Wireless, Inc	76.44
	Invoice		Date	Description	Amount
	AIR10II	N6021	12/05/2012	accessory	29.71
	AIR10II	N6029	12/07/2012	accessory	46.73
Check	01/14/2013	5221	Accounts Payable	Alexander Chemical Corp	1,202.00
	Invoice		Date	Description	Amount
	048597	-IN	12/17/2012	chlorine	1,202.00
Check	01/14/2013	5222	Accounts Payable	Amalgamated Bank of Chicago	990.00
	Invoice		Date	Description	Amount
	13-01-0	1 5002	01/01/2013	bond fees Trust # 1854775002	495.00
	13-01-0	1 4003	01/01/2013	bond fees Trust #1854774003	495.00
Check	01/14/2013	5223	Accounts Payable	AmAudit	561.84
	Invoice		Date	Description	Amount
	809		01/01/2013	util audit cont pmt	561.84
Check	01/14/2013	5224	Accounts Payable	Anna Marie Bonzani	80.00
	Invoice		Date	Description	Amount
	001		01/07/2013	11/16, 11/30 art classes	80.00
Check	01/14/2013	5225	Accounts Payable	Applied Ecological Services, Inc.	11,160.55
	Invoice		Date	Description	Amount
	24969		09/30/2012	10-0381 Long Run watershed project	7,026.35
	25352		11/30/2012	project #10-0381 Long Run Creek grant	4,134.20
Check	01/14/2013	5226	Accounts Payable	Arrow Construction Supply Co.	6,500.00
	Invoice		Date	Description	Amount
	705		12/21/2012	hydraulic hammer	6,500.00
Check	01/14/2013	5227	Accounts Payable	Ashland, Inc.	1,638.98
	Invoice		Date	Description	Amount
	1301537	7 55	12/13/2012	100 gals 5W30 bulk oil	1,435.02
	1301537	757	12/13/2012	fuel inj	108.82
	1301689	953	12/31/2012	diesel inj treatment	95.14
Check	01/14/2013	5228	Accounts Payable	AT&T Illinois	775.53
	Invoice		Date	Description	Amount

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	63024314	4681212	12/13/2012	parking garage internet		100.01
	63025722901212		12/25/2012	630 257-2290 820 6		108.82
	63025759361212		12/25/2012	630 257-5936 976 9		48.83
	63025764	421212	12/25/2012	630 257-6421 123 8		36.91
	63024317	7391212	12/13/2012	630 243-1739 155 8		112.65
	63024304	4481212	12/13/2012	630 243-0448 146 1		44.57
	63024304	4591212	12/13/2012	630 243-0459 681 3		48.55
	63024312	2301212	12/13/2012	630 243-1230 805 2		46.28
	63024316		12/13/2012	630 243-1609 403 9		48.27
	63025704361212		12/25/2012	630 257-0436 056 6		46.28
	63025719821212		12/25/2012	630 257-1982 589 2		44.07
	63025752711212		12/25/2012	630 257-5271 183 5		45.99
	63025795	5391212	12/25/2012	630 257-9539 074 6		44.30
Check	01/14/2013	5229	Accounts Payable	Atlas Business Solutions, Inc.		432.00
	Invoice		Date	Description		Amount
	IVC073428		12/21/2012	scheduling software subsc	ription	432.00
Check	01/14/2013	5230	Accounts Payable	Avalon Petroleum Company		8,831.67
	Invoice		Date	Description		Amount
	472874		12/12/2012	1001 gals unl fuel		3,020.02
	472875		12/19/2012	1150 gals unl fuel		3,278.65
	472876		12/26/2012	850 gals unl fuel		2,533.00
Check	01/14/2013	5231	Accounts Payable	Avaya Financial Services		918.81
	Invoice		Date	Description		Amount
	22681038	8	07/07/2013	phone system		918.81
Check	01/14/2013	5232	Accounts Payable	Azavar Audit Solutions		1,194.64
	Invoice		Date	Description		Amount
	9199		01/02/2013	Jan '13 contingency pmt		1,194.64
Check	01/14/2013	5233	Accounts Payable	Ballard , Thomas		14.99
	Invoice		Date	Description		Amount
	12-12-19		12/19/2012	reimbursement-CompUSA	purchase	14.99
Check	01/14/2013	5234	Accounts Payable	Battery Service Corp.		76.50
	Invoice		Date	Description		Amount
	228738		12/28/2012	parts		76.50
Check	01/14/2013	5235	Accounts Payable	Berglund , Paul		64,000.00

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Transactio Amour	EFT Bank/Account	ource	Number	Date	Туре
Amount		Date		Invoice	
64,000.00		12/28/2012		12-12-28	
11.20		counts Payable	5236	01/14/2013	Check
Amount		Date		Invoice	
11.20		01/08/2013		13-01-08	
1,250.00		counts Payable	5237	01/14/2013	Check
Amount		Date		Invoice	
1,250.00		01/12/2013		034122	
4,175.00		counts Payable	5238	01/14/2013	Check
Amount		Date		Invoice	
1,175.00		11/19/2012		102435	
3,000.00		12/11/2012		102453	
218.00		counts Payable	5239	01/14/2013	Check
Amount		Date		Invoice	
218.00		01/03/2013		9465	
431.83		counts Payable	5240	01/14/2013	Check
Amount		Date		Invoice	
280.69		12/28/2012		C96315	
133.74		12/11/2012		C96225	
17.40		12/05/2012		C96181	
441.50		counts Payable	5241	01/14/2013	Check
Amount		Date		Invoice	
441.50		12/21/2012		72384	
112.04		counts Payable	5242	01/14/2013	Check
Amount		Date		Invoice	
112.04		01/04/2013		495548	
282.79	ıpply	counts Payable	5243	01/14/2013	Check
Amount		Date		Invoice	
282.79		12/27/2012		171312	
390.00		counts Payable	5244	01/14/2013	Check
Amount		Date		Invoice	
390.00	Arts	12/07/2012		000012	

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Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

ransaction Amount	Tra	Name EFT Bank/Account	Source	Number	Date	Туре
55.70		s Finer Foods	Accounts Payable	5245	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
<u>-</u> '0	55.70	pe supplies	01/01/2013		13-01-01	
77.00		n , Emily	Accounts Payable	5246	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
<u> </u>	77.00	vork sales	01/08/2013		13-01-08	
62.57		ocument Management	Accounts Payable	5247	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
- 57	62.57	document shredding svc	12/14/2012	001	DD251730	
730.00		Circuit Innovations	Accounts Payable	5248	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
	730.00	urity cameras	12/06/2012		5131	
10.50		Kelly Anne	Accounts Payable	5249	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
-	10.50	vork sales	01/08/2013		13-01-08	
412.83		t Cable	Accounts Payable	5250	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
	216.90	- internet svc	12/22/2012	8	12/12-076	
	191.68	. cable/internet	12/22/2012		12/12-889	
25	4.25	cable	12/24/2012	5	12/12-161	
266.02			Accounts Payable	5251	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
- 56	149.56	et lights-stephen st/ 1 s river st	12/28/2012	2	12/12-405	
0	93.10	et lights-talcott, e of stephen	12/28/2012	7	12/12-000	
36	23.36	et lights-illinois, e of stephen	12/28/2012	4	12/12-801	
348.60		ation NewEnergy, Inc.	Accounts Payable	5252	01/14/2013	Check
nt	Amount	cription	Date		Invoice	
)7	169.07	/U1RQ-street lights-0 stephen st	12/30/2012	60	00084787	
34	117.34	/U1OZ-street lights-ws stephen st 1 n	12/30/2012	70	00084786	
.9	62.19	/U1PW-street lights-164 e peiffer	12/30/2012	01	00084787	
160.00		ed Communications Systems	Accounts Payable	5253	01/14/2013	Check
<u>nt</u>	Amount	cription	Date		Invoice	
)0	160.00	ne support	12/21/2012		17181	

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsaction Amount
Check	01/14/2013	5254	Accounts Payable	Courtney's Safety Lane Inc			192.00
	Invoice		Date	Description		Amount	
	053115		12/18/2012	4 safety inspections		192.00	
Check	01/14/2013	5255	Accounts Payable	Cricket Communications, Inc.			139.00
	Invoice		Date	Description		Amount	
	C022607	'5-01	12/13/2012	p.ddetailed report		139.00	
Check	01/14/2013	5256	Accounts Payable	Doherty , Maryanne			28.99
	Invoice		Date	Description		Amount	
	12-12-26		12/26/2012	reimbursement-OfficeMax purchase		28.99	
Check	01/14/2013	5257	Accounts Payable	Dustcatchers, Inc.			104.18
	Invoice		Date	Description		Amount	
	52985		12/27/2012	carpet mat svc		61.90	
	52984		12/27/2012	carpet mat svc		42.28	
Check	01/14/2013	5258	Accounts Payable	E.T.P. Labs			840.00
	Invoice		Date	Description		Amount	
	12-12934	1 5	01/02/2013	sample testing		200.00	
	12-50749	9	12/28/2012	sample testing		640.00	
Check	01/14/2013	5259	Accounts Payable	FedEx			261.42
	Invoice		Date	Description		Amount	
	2-125-95	914	12/26/2012	shipping		261.42	
Check	01/14/2013	5260	Accounts Payable	First Communications		1	,444.63
	Invoice		Date	Description		Amount	
	1172728	4	12/05/2012	Nov '12 phone svc		1,444.63	
Check	01/14/2013	5261	Accounts Payable	Frank Novotny & Associates, Inc.		30	,607.13
	Invoice		Date	Description		Amount	
	11340-1		08/12/2012	MCarthy Rd water main project		30,607.13	
Check	01/14/2013	5262	Accounts Payable	Gollan - Hohenberger, Elizabeth			13.30
	Invoice		Date	Description		Amount	
	13-01-08	i	01/08/2013	art work sales		13.30	
Check	01/14/2013	5263	Accounts Payable	Grainger			41.88
	Invoice		Date	Description		Amount	
	9027328	807	12/26/2012	drain caps		41.88	

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

ransaction Amount	Tra	EFT Bank/Account	Payee Name	Source	Number	Date	Туре
100.00			Greater Will County Emergency Services Mutual Aid	Accounts Payable	5264	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
)0	100.00		2013 dues	01/01/2013		2013-04	
5,525.00			Hoppy's Landscaping	Accounts Payable	5265	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
)0	5,525.00		Czacki wall repair	12/07/2012		6487	
25.00			Illinois CPAA	Accounts Payable	5266	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
00	25.00		membership	01/03/2012		12-01-03	
99.00			Illinois Secretary Of State	Accounts Payable	5267	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
00	99.00		license plate renewal/replacement	01/04/2013		6141446	
280.87			Inkwell, Ltd.	Accounts Payable	5268	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
<u>—</u> 94	190.94		office supplies	12/26/2012		59998	
) 8	24.98		2013 calendars	12/28/2012		60037	
) 5	64.95		weekly planners	12/28/2012		60028	
100.00			International Council of Shopping Centers	Accounts Payable	5269	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
)0	100.00		dues	12/14/2012		12-12-14	
53.70			Interstate Battery System of Central Chicago	Accounts Payable	5270	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
70	53.70		batteries for exit signs	12/28/2012)	24010280	
161.80			JCM Uniforms	Accounts Payable	5271	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
30	161.80		shirts - T Mezyk	12/17/2012		674601	
359.80			Jonikas , Alvydas J.	Accounts Payable	5272	01/14/2013	Check
nt	Amount		Description	Date		Invoice	
 30	359.80		art work sales	01/08/2013		13-01-08	
25.00			Knies , Heather	Accounts Payable	5273	01/14/2013	Check
nt	Amount		Description	Date		Invoice	

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transacti Amou
	12-12-01		12/01/2012	11/30 art class		25.00
Check	01/14/2013	5274	Accounts Payable	Lakes & Rivers Contracting Inc		4,307.3
	Invoice		Date	Description		Amount
	11043-4F		12/17/2012	logan dam project		4,307.30
Check	01/14/2013	5275	Accounts Payable	Lang Ice Company		125.0
	Invoice		Date	Description		Amount
	1136708		12/01/2012	Hometown Holidays ice scuplting		125.00
Check	01/14/2013	5276	Accounts Payable	Ludwig Feed Store Corp		19.9
	Invoice		Date	Description		Amount
	12-12-31		12/31/2012	p.w. propane refill		19.99
Check	01/14/2013	5277	Accounts Payable	Lundquist , Linda J.		262.5
	Invoice		Date	Description		Amount
	13-01-08		01/08/2013	art work sales		262.50
Check	01/14/2013	5278	Accounts Payable	McKeown Law Firm		131.2
	Invoice		Date	Description		Amount
	12-11-30		11/30/2012	Nov '12 legal svc		131.25
Check	01/14/2013	5279	Accounts Payable	Morris Engineering, Inc.		1,130.0
	Invoice		Date	Description		Amount
	12-03372		12/31/2012	Dec '12 reviews		1,130.00
Check	01/14/2013	5280	Accounts Payable	Napa Auto Parts		829.7
	Invoice		Date	Description		Amount
	491750		12/03/2012	parts		2.56
	491757		12/03/2012	parts		5.29
	491719		12/03/2012	parts		111.96
	491817		12/04/2012	parts		175.14
	492066		12/06/2012	parts		8.42
	492063		12/06/2012	parts		4.64
	492062		12/06/2012	parts		33.19
	492744		12/14/2012	parts		22.99
	492593		12/13/2012	parts		72.94
	492694		12/14/2012	credit memo - orig inv#492593		(12.30)
	492388		12/11/2012	parts		64.95
	492387		12/11/2012	parts		117.32

Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

ansaction Amount	Tra	EFT Bank/Account	Payee Name	Source	Number	Date	Туре
	65.02		parts	12/10/2012		492315	
	8.66		parts	12/28/2012		493623	
	40.18 (40.18)		parts parts	12/20/2012 12/26/2012		493152 493461	
	149.00		parts subscription svc	12/26/2012		72706	
3.747.47			New World Systems Corporation	Accounts Payable	5281	01/14/2013	Check
-,	Amount		Description	Date	3201	Invoice	CHECK
-	2,134.58		software training	12/14/2012		024541	
	1,612.89		software training	12/31/2012		025030	
317.76			NiCor Gas	Accounts Payable	5282	01/14/2013	Check
	Amount		Description	Date		Invoice	
- I	25.99		glens of connemara I/s	12/31/2012	32 4	12/12-238	
	185.45		well #3	12/31/2012	8 00	12/12-200	
	57.59		well #4	01/02/2013	0 4	13/01-200	
	24.03		smith farms I/s	12/18/2012	0 1	12/12-870	
	24.70		target-kohls I/s	12/18/2012	9 2	12/12-958	
100.00			Occupational Health Centers of the Southwest P.A.	Accounts Payable	5283	01/14/2013	Check
<u> </u>	Amount		Description	Date		Invoice	
	100.00		employee exams	12/21/2012	97	10071791	
609.18			OfficeMax Incorporated	Accounts Payable	5284	01/14/2013	Check
<u> </u>	Amount		Description	Date		Invoice	
	404.04		MICR toner cartridge	12/21/2012		881458	
	90.58		office supplies	12/24/2012		537133	
	114.56		office supplies	12/21/2012		511761	
2,355.00	:		Olde English Gardens LLC	Accounts Payable	5285	01/14/2013	Check
: -	Amount		Description	Date		Invoice	
	280.00		rplace brick 14801 Stephen Ct.	12/28/2012		2991	
	2,075.00		weed control	12/15/2012		2954	
89.09			Parry , Mona	Accounts Payable	5286	01/14/2013	Check
	Amount		Description	Date		Invoice	
ı	89.09		art work sales, reimbursement	01/08/2013		13-01-08	
112.46			Peterson's Hardware	Accounts Payable	5287	01/14/2013	Check
	Amount		Description	Date		Invoice	

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	12-12-31		12/31/2012	Dec '12 hardware purchases		112.46
Check	01/14/2013	5288	Accounts Payable	Pinner Electric Co		400.00
	Invoice		Date	Description		Amount
	22942		12/30/2012	traffic signal maint		400.00
Check	01/14/2013	5289	Accounts Payable	Pizzuto , Michael A.		5,475.37
	Invoice		Date	Description		Amount
	12-12-28		12/28/2012	jr. bond		5,475.37
Check	01/14/2013	5290	Accounts Payable	PlumThree, LLC		8,305.00
	Invoice		Date	Description		Amount
	2359		12/19/2012	website development, etc		8,305.00
Check	01/14/2013	5291	Accounts Payable	Poplawski , Margaret		111.85
	Invoice		Date	Description		Amount
	003		12/18/2012	12/18 art class, art work sales		111.85
Check	01/14/2013	5292	Accounts Payable	Rag's Electric		4,566.82
	Invoice		Date	Description		Amount
	8432		10/23/2012	repair street light knockdown		4,566.82
Check	01/14/2013	5293	Accounts Payable	Rainbow Printing		214.95
	Invoice		Date	Description		Amount
	409436		12/19/2012	letterhead		214.95
Check	01/14/2013	5294	Accounts Payable	Ristow , Leona		112.70
	Invoice		Date	Description		Amount
	13-01-08		01/08/2013	art work sales		112.70
Check	01/14/2013	5295	Accounts Payable	Rod Baker Ford		276.41
	Invoice		Date	Description		Amount
	117814		01/02/2013	parts		276.41
Check	01/14/2013	5296	Accounts Payable	Schafer , George		51.08
	Invoice		Date	Description		Amount
	12-12-28		12/28/2012	reimbursement parking recording		51.08
Check	01/14/2013	5297	Accounts Payable	Shaughnessy , Kevin		81.88
	Invoice		Date	Description		Amount
	12-12-21		12/21/2012	reimbursement		81.88

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Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/14/2013	5298	Accounts Payable	Softway Car Wash/Lube Master		10.63
	Invoice		Date	Description		Amount
	13-01-04		01/04/2013	wash		10.63
Check	01/14/2013	5299	Accounts Payable	Sosin & Arnold, Ltd.		1,000.00
	Invoice		Date	Description		Amount
	78322		12/31/2012	adjudication		1,000.00
Check	01/14/2013	5300	Accounts Payable	Southwest Central Dispatch		24,206.54
	Invoice		Date	Description		Amount
	12-12-20		12/20/2012	Jan '13 svc assessment		24,206.54
Check	01/14/2013	5301	Accounts Payable	Sprint		358.88
	Invoice		Date	Description		Amount
	1809005	10-131	12/27/2012	cell phones		358.88
Check	01/14/2013	5302	Accounts Payable	Standard Insurance Company		1,160.81
Oncor	Invoice	0002	Date	Description		Amount
	12-12-17		12/17/2012	Jan 2013 disablility ins prem		1,160.81
Check	01/14/2013	5303	Accounts Payable	Steiner Electric Company		1,100.81
CHECK	Invoice	3303	Date	Description		Amount
		704.004		·		
Chaal	S004178		12/31/2012	l/s repair		143.95 879.65
Check	01/14/2013	5304	Accounts Payable	Surefire Auto Parts		
	Invoice		Date	Description		Amount
	277388		12/04/2012	parts		29.47
	277887 278362		12/07/2012 12/11/2012	parts parts		11.00 115.88
	278536		12/11/2012	parts		127.46
	278900		12/14/2012	parts		48.84
	278909		12/14/2012	parts		25.66
	278928		12/14/2012	parts		109.98
	278938		12/14/2012	parts		68.50
	278972		12/14/2012	parts		11.31
	278979		12/14/2012	parts		24.99
	279343		12/18/2012	parts		284.51
	279607		12/19/2012	parts		15.56
	279814		12/20/2012	parts		6.49
Check	01/14/2013	5305	Accounts Payable	Susan M. Bruce		24.50

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsaction Amount
	Invoice		Date	Description		Amount	
	13-01-08	}	01/08/2013	art work sales		24.50	
Check	01/14/2013	5306	Accounts Payable	T.P.I. Building Code Consultants, Inc.		6	6,639.50
	Invoice		Date	Description		Amount	
	6430		12/31/2012	Dec '12 reviews & inspections		6,639.50	
Check	01/14/2013	5307	Accounts Payable	Terminal Supply Co.			12.59
	Invoice		Date	Description		Amount	
	80864-00	D(b)	11/15/2012	bal due freight		12.59	
Check	01/14/2013	5308	Accounts Payable	Thompson Elevator Inspection Service			300.00
	Invoice		Date	Description		Amount	
	12-4264		12/26/2012	parking garage elev insp		300.00	
Check	01/14/2013	5309	Accounts Payable	TigerDirect, Inc.			167.88
	Invoice		Date	Description		Amount	
	J269604	90101	12/26/2012	p.d. printer		167.88	
Check	01/14/2013	5310	Accounts Payable	Toshiba Financial Services		1	,939.56
	Invoice		Date	Description		Amount	
	2013-000	000017	12/19/2012	Copier maint		785.00	
	5811926		12/16/2012	90136024087 - p.d. copier lease		794.55	
	5817235	0	12/30/2012	copier lease		360.01	
Check	01/14/2013	5311	Accounts Payable	Trafftech Inc.			315.00
	Invoice		Date	Description		Amount	
	922		12/16/2012	sign material		315.00	
Check	01/14/2013	5312	Accounts Payable	Triggi Construction, Inc.		11	,526.80
	Invoice		Date	Description		Amount	
	12308-2	=	11/13/2012	glens of connemara sidewalks		11,526.80	
Check	01/14/2013	5313	Accounts Payable	Unique Plumbing Co., Inc.		139	,303.13
	Invoice		Date	Description		Amount	
	11340-4	=	12/10/2012	McCarthy Rd water main		139,303.13	
Check	01/14/2013	5314	Accounts Payable	Village of Orland Park			585.00
	Invoice		Date	Description		Amount	
	11056		12/18/2012	prisoner watch		585.00	
Check	01/14/2013	5315	Accounts Payable	Vision Service Plan			931.14

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name EFT Bank/Account	Transactio Amoun
	Invoice		Date	Description	Amount
	12-12-18		01/02/2013	Jan 2013 vision ins prem	931.14
Check	01/14/2013	5316	Accounts Payable	Vulcan Materials	1,462.10
	Invoice		Date	Description	Amount
	30149004		12/19/2012	gravel	941.81
	30146570		12/14/2012	gravel	520.29
Check	01/14/2013	5317	Accounts Payable	Warehouse Direct Office Products	303.01
	Invoice		Date	Description	Amount
	1797102-0)	12/20/2012	toner cartridge	43.18
	1793977-0)	12/18/2012	prisoner care supplies	39.45
	1805444-0)	01/03/2013	office supplies	220.38
Check	01/14/2013	5318	Accounts Payable	Waste Management	2,928.48
	Invoice		Date	Description	Amount
	3308722-2	2007-5	01/01/2013	435-0048914-2007-9 Dec '12 leaf pile	2,928.48
Check	01/14/2013	5319	Accounts Payable	Water Resources Inc.	3,656.79
	Invoice		Date	Description	Amount
	27576		12/27/2012	meters	1,652.80
	27567		12/20/2012	meter reader battery	192.49
	27569		12/19/2012	water meters	1,811.50
Check	01/14/2013	5320	Accounts Payable	WebQA	4,956.00
	Invoice		Date	Description	Amount
	309-12091	15	09/15/2012	code software subscription 11/1/12-10/31/13	2,496.00
	309-11091	15	09/15/2012	code software subscription 11/1/11-10/31/12	2,460.00
Check	01/14/2013	5321	Accounts Payable	Wojnowski , Daron M.	119.00
	Invoice		Date	Description	Amount
	12-12-22		12/22/2012	art work sold	119.00
Check	01/14/2013	5322	Accounts Payable	Wright Express Fleet Services	250.64
	Invoice		Date	Description	Amount
	31621259		12/31/2012	Dec '12 fuel purchases	250.64
Check	01/14/2013	5323	Accounts Payable	Zee Medical Inc.	103.01
	Invoice		Date	Description	Amount
	01007841	24	01/04/2013	first aid supplies	30.49
	01007841	25	01/04/2013	first aid supplies	72.52

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Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 01/14/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsaction Amount
Check	01/14/2013	1/14/2013 5324 Accounts Payable Engels , James				194.00	
	Invoice		Date	Description		Amount	
	13-01-07		01/07/2013	refund for comm pkg permi	t #0151, #0352, #0477, #0677	194.00	
Check	Check 01/14/2013		Accounts Payable	Otto Brandt Wines, Inc.		1	1,201.90
	Invoice		Date	Description		Amount	
	12-12-27		12/27/2012	facade grant		1,201.90	
Check	Check 01/14/2013		Accounts Payable	Roecker , Kenneth			21.00
	Invoice		Date	Description		Amount	
	12-12-31		01/02/2013	refund - overcharged for stl	kr #11727	21.00	
Clearing /	Accounts Payable	Totals:		Transactions: 107		\$386	6,726.56

Checks: 107 \$386,726.56

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VILLAGE OF LEMONT ORDINANCE NO. _____

AN ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (Increasing Number of Class A-3 Liquor Licenses)

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF January, 2013

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of January, 2013.

562347

ORDINANCE NO.

AN ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (Increasing Number of Class A-3 Liquor Licenses)

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, Ti Amo Ristorante, Inc., operating at 12350 Derby Road, has applied for a Class A-3 Liquor License and has further requested the Village adopt an ordinance amending the Lemont Municipal Code, as amended, so as to permit such a license to be issued; and

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

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

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

SECTION 2: The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.080 is hereby amended to read as follow in the manner and form shown in strikethrough type below and inserting therein and therefore such new text in the manner and form and shown in underlined bold type below, so that said Section 5.04.080 shall hereafter provide as follows:

5.040.080 License – Fees – Classes of Operator.

B. Number of Licenses. There shall be issued in the Class A-1 and A-2 categories, together, not more than five at any one time; the number of Class A-3 licenses to be issued at any one time shall not exceed thirteen **fourteen**, and the number of C-1 licenses to be issued at any one time shall not exceed eight.

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

562347

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

SECTION 5: The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 14th day of January, 2013.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

562347





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

TO: Mayor Reaves #02-13

Village Board of Trustees

FROM: Charity Jones, Village Planner

THRU James A. Brown, Planning & Economic Development Director

SUBJECT: Case 12-18 1 Povalish Court, Magnolia House

DATE: January 07, 2013

SUMMARY

On November 26, 2012 the Village Board approved O-68-12. This ordinance, which granted a special use for group living to Timberline Knolls's Magnolia House at 1 Povalish Court, contained two scrivener's errors. The ordinance states that Acadia Healthcare, Inc. is the owner of the property when the property owner's correct name is Acadia Healthcare Company, Inc. The ordinance also states that the petitioner's name is Timberline Behavioral, LLC, when the actual name is TK Behavioral, LLC. The attached ordinance corrects the error.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Correcting a Scrivener's Error Contained in Ordinance O-68-12, an Ordinance Granting a Special Use to Allow Group Living, Not Otherwise Defined, at 1 Povalish Court, in Lemont, IL.

VILLAGE OF LEMONT ORDINANCE NO. ____

AN ORDINANCE CORRECTING A SCRIVENER'S ERROR CONTAINED IN ORDINANCE O-68-12, AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW GROUP LIVING, NOT OTHERWISE DEFINED, AT 1 POVALISH COURT, IN LEMONT, IL

(Magnolia House)

Adopted by the President and Board of Trustees of the Village of Lemont This 14th Day of January, 2013.

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 14th day of January, 2013.

ORDINANCE NO.	
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AN ORDINANCE CORRECTING A SCRIVENER'S ERROR CONTAINED IN ORDINANCE O-68-12, AN ORDINANCE GRANTING A SPECIAL USE TO ALLOW GROUP LIVING, NOT OTHERWISE DEFINED, AT 1 POVALISH COURT, IN LEMONT, IL

(Magnolia House)

WHEREAS, the President and Board of Trustee of the Village of Lemont approved Ordinance O-68-12 on the 26th day of November, 2012; and

WHEREAS, Ordinance O-68-12 granted a special use for group living, not otherwise defined at 1 Povalish Court in response to an application from TK Behavioral, LLC ("petitioner"), a wholly owned subsidiary of Acadia Healthcare Company, Inc., owner of the subject property ("owner"); and

WHEREAS, Ordinance O-68-12 contained scrivener's errors in that the Petitioner was incorrectly identified as Timberline Behavioral, LLC, rather than the correct identification known as TK Behavioral, LLC, and its parent company's name was incorrectly identified as Acadia Healthcare Inc., rather than the correct identification known as Acadia Healthcare Company, Inc.; and

WHEREAS, there is no such entity named Timberline Behavioral, LLC, rather, the entity is TK Behavioral, LLC; and

WHEREAS, there is no such entity named Acadia Healthcare Inc., that is the parent company of TK Behavioral, LLC, rather, the parent company of TK Behavioral, LLC is Acadia Healthcare Company, Inc.; and

WHEREAS, this Ordinance is only intended to correct the scrivener's errors as described above and this ordinance does not grant a new special use or amend the existing special use granted in Ordinance O-68-12 except as expressly provided herein;

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 herby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.

SECTION 2: Amendment. All references to Acadia Healthcare, Inc. contained within Ordinance O-68-12 are hereby amended to Acadia Healthcare Company, Inc., and all references to Timberline Behavioral, LLC contained within Ordinance O-68-12 are hereby amended to TK Behavioral, LLC.

SECTION 3: This Ordinance does not supersede or repeal Ordinance O-68-12 and Ordinance O-68-12 shall remain in full force and effect as amended by this Ordinance.

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

SECTION 5: 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 14th DAY OF JANUARY, 2013.

	AYES	NAYS	ABSENT	ABSTAIN	
Debby Blatzer					
Paul Chialdikas					
Clifford Miklos					
Ron Stapleton					
Rick Sniegowski					
Jeanette Virgilio					
		Approved	by me this 14 th	day of January, 2013	3
		BRIAN K	. REAVES, Vill	age President	
Attest:					
CHARLENE M. S	MOLLEN, V	illage Clerk			

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator

George Schafer, Assistant Village Administrator

Ralph Pukula, Director of Public Works

Subject: Walker/McCarthy Project

date: Jan 10, 2013

BACKGROUND/HISTORY

The Village of Lemont has been working with IDOT over the course of the last several years for purposes of the reconstruction and signalization of the Walker/McCarthy interchange. This will include the installation of sidewalks and construction of turn lanes to improve the safety of this interception. The Village began the design work on this project which lead to it being pushed up in the multiyear budget to be completed. This project is schedule to be on the January 18 bid.

Before the board is a series of ordinance and resolutions related to this project. The Villages share of this project is \$68,770 with the remainder of the \$1.83 million being covered by federal and state funds.

RECOMMENDATION

Staff recommends approval of required ordinances and resolutions.

ATTACHMENTS (IF APPLICABLE)

Resolution Approving Agreement with IDOT

Funding Resolution

An Ordinance Restricting Parking Along McCarthy Road within the Village of Lemont An Ordinance Prohibiting the Discharge of Sanitary and Industrial Waste into any Storm Sewer or Drainage Facility Constructed as a Part of the Walker/McCarthy Improvement

EXHIBIT C ORDINANCE NO. O-_____-13 AN ORDINANCE RESTRICTING PARKING ALONG McCARTHY ROAD WITHIN THE VILLAGE OF LEMONT

WHEREAS, the State of Illinois acting by and through its Department of Transportation is desirous of improving McCarthy Road between Barton Drive and West of Derby Road in the Village of Lemont; and

WHEREAS, a portion of this project runs through the Village of Lemont from Barton Drive to West of Derby Road; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the Village of Lemont determines that the parking along McCarthy Road shall be prohibited.

BE IT ORDAINED BY THE Village Board of the Village of Lemont, County of Cook, State of Illinois, as follows:

<u>Section 1.</u> That parking shall not be permitted along the McCarthy Road from Barton Drive to West of Derby Road within the Village limits of the Village of Lemont.

<u>Section 2.</u> That the Village Board of the Village of Lemont will prohibit future parking at such locations on or immediately adjacent to McCarthy Road as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

<u>Section 3.</u> The Village Clerk is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated January 14, 2013 by and between the State of Illinois and the Village of Lemont.

<u>Section 4.</u> That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, ON THE 14Th DAY OF JANUARY, 2013.

Village Clerk

EXHIBIT D

ORDINANCE NO. O-_____- - 13 PROHIBITING THE DISCHARGE
OF SANITARY AND INDUSTRIAL WASTE INTO
ANY STORM SEWER OR DRAINAGE FACILITY
CONSTRUCTED AS A PART OF THE
McCARTHY ROAD IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improvement the McCarthy Road between Barton Drive and West of Derby Road in the Village of Lemont; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; and

WHEREAS, a portion of the project runs through the Village of Lemont including the installation of storm drains and drainage facilities;

BE IT ORDAINED BY THE Village Board of the Village of Lemont, County of Cook, State of Illinois, as follows:

<u>Section 1.</u> No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the McCarthy Road improvement, said limits of improvement being between Barton Drive and west of Derby Road, and a portion of which passes through the Village of Lemont.

Section 2. The Village Clerk of the Village of Lemont is authorized and directed to attach a copy of this Ordinance to the agreement dated January 14, 2013, by and between the State of Illinois and the Village of Lemont relative to the improvement.

<u>Section 3.</u> This Ordinance shall be in full force and effect from and after its passage an approval according to law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, ON THE 14Th DAY OF JANUARY, 2013.

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 F ORDINANCE NO. O-_____-13 AN ORDINANCE PROHIBITING ENCROACHMENTS WITHIN THE STATE OF ILLINOIS RIGHT OF WAY ALONG McCARTHY ROAD

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improvement the McCarthy Road between Barton Drive and West of Derby Road in the Village of Lemont; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public;

WHEREAS, a portion of said project passes through the Village of Lemont;

BE IT ORDAINED BY THE Village Board of the Village of Lemont, County of Cook, State of Illinois, as follows:

<u>Section 1.</u> No person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way on McCarthy Road within the limits of the Village of Lemont.

Section 2. The Village Clerk of the Village of Lemont is authorized and directed to attach a copy of this Ordinance to the agreement dated January 14, 2013, by and between the State of Illinois and the Village of Lemont relative to the improvement.

<u>Section 3.</u> This Ordinance shall be in full force and effect from and after its passage an approval according to law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, ON THE 14^{Th} DAY OF JANUARY, 2013.

PRESIDENT AND VILLAGE BOARD MEMBERS: AYES: NAYS: ABSENT: ABSTAIN Debby Blatzer Paul Chialdikas Clifford Miklos Ron Stapleton Rick Sniegowski Jeanette Virgilio BRIAN K. REAVES President ATTEST: CHARLENE M. SMOLLEN

Village Clerk

Village Board Agenda Memorandum

Item#

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator

George Schafer, Assistant Village Administrator

Subject: Property Acquisition – 10970 Archer

date: Jan 10, 2013

BACKGROUND/HISTORY

The Village Board had authorized the Village Administrator and Attorney to negotiate for the acquisition of 10970 Archer. Enclosed for the Board's consideration is the Ordinance authoring the purchase and the executed installment contract for 10970 Archer.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinance Authorizing the Acquisition of 10970 Archer Ave

VILLAGE OF LEMONT ORDINANCE NO. O-___-13

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 10970 ARCHER AVENUE

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 14th DAY OF January, 2013

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of January, 2013.

Ordinance No. O-___-13

AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS 10970 ARCHER AVENUE

WHEREAS, pursuant to Section 5/2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12) the Village of Lemont ("Village") may acquire and hold real property for corporate purposes; and

WHEREAS, the Village Board finds that the acquisition of the real property legally described on **Exhibit A** and commonly known as 10970 Archer Avenue, Lemont, Illinois ("Property), is necessary, convenient and in the interest of the Village of Lemont;

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

SECTION 1: The Village Board finds the above recitals to be true, incorporates them into this ordinance, and further finds that it is necessary, convenient and in the interest of public health, safety and welfare of the residents of the Village to acquire the real property legally described on **Exhibit A**.

SECTION 2: The Village Administrator's execution of the Installment Purchase Contract (attached as **Exhibit B**) for the purchase of said Property from the current owner of record is hereby ratified.

SECTION 3: Upon ratification of the execution of **Exhibit B** and the filing of same with the Village Clerk, the Mayor and the Village Administrator are authorized to execute any and all documents and to take all necessary actions to acquire said Property. The Village Attorney, Tressler LLP and Jeffrey M. Stein, John J. Zimmermann and Michael F. Zimmermann are authorized to execute any and all documents which are necessary for the closing of the transaction at or prior to the closing of this transaction. The Village Administrator is hereby further authorized to determine and agree to the mutually agreed upon date with the Seller allowing the Seller to remove and acquire certain fixtures as described in Section III of Exhibit B.

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

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this $14^{\rm th}$ day of January, 2013.

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

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 65 FEET OF THE SOUTH 198.9 FEET OF LOT 1 IN DOOLIN AND KIRK'S RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BROTHER'S SUBDIVISION OF CERTAIN PARTS THEREOF) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF THE EAST 404.7 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LOTS 1, 2, 3, 4 AND 5 IN CHRISTIAN BROTHER'S SUBDIVISION OF CERTAIN PARTS THEREOF) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 833.6 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST 300 FEET; THENCE NORTH 50 FEET; THENCE EAST 300 FEET; THENCE SOUTH 50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

More commonly known as 10970 Archer Ave, Lemont, Illinois 60439

Tax I.D. No: 22-14-401-029-0000

EXHIBIT B

INSTALLMENT PURCHASE CONTRACT

INSTALLMENT AGREEMENT FOR SALE AND PURCHASE

THIS INSTALLMENT AGREEMENT FOR SALE AND PURCHASE (herein "Agreement"), is made and entered into by and between 10970 ARCHER AVENUE PROPERTY, INC. (herein "Seller"), and the VILLAGE OF LEMONT, an Illinois municipal corporation (herein "Purchaser") as of this ______ day of November ____, 2012 (herein "Effective Date"). The Purchaser and the Seller are collectively referred to herein as "Parties" and, in consideration of their mutual promises and covenants herein contained, it is agreed as follows:

I. RECITALS

- A. No personal property is included in the sale of the real estate commonly known as 10970 Archer Avenue (herein "Property"), Lemont Illinois.
- B. The Purchaser acknowledges that the culmination of the transaction contemplated in this Agreement (herein the "Closing") may be delayed in the event the Purchaser's investigation of the soil conditions of the Property reveal conditions requiring remediation thereof; and in such event the Parties will agree to delay the Closing until a date and time mutually agreed to (herein "Closing Date") by the attorneys for the Parties after the date after certain contingencies recited later in this Agreement have occurred.

II. PROPERTY TO BE SOLD AND CONVEYED

The Seller shall sell and convey to the Purchaser and the Purchaser shall purchase from the Seller, for the Purchase Price and upon the terms and conditions hereinafter set forth, the Property which has the following permanent property index number: 22-14-401-029-0000; and is legally described as:

"Insert Legal Description"

III. PURCHASE PRICE

The total purchase price (herein "Purchase Price") to be paid to the Seller by the Purchaser in two installments for the Property is Five Hundred Twenty-Five Thousand and No/100ths United States Dollars (\$525,000.00), less principal and accrued interest on all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount. The Purchase Price shall be payable as follows: 1) The first installment of Two Hundred Seventy-Five Thousand and No/100ths United States Dollars (\$275,000.00) shall be paid in cash at Closing through the release to the Seller of the deposit of the Twenty-Five Thousand and No/100ths United States Dollars (\$25,000.00) as "Earnest Money" and payment of Two Hundred Fifty Thousand and No/100ths United States Dollars (\$250,000.00) by Purchaser to Seller; and 2) the second and final installment of Two Hundred Fifty Thousand Dollars and No/100ths United States Dollars (\$250,000.00) (herein "Second Installment") of the

Purchase Price shall be paid by Purchaser to Seller in cash within Eighteen (18) months after the Closing Date but after the amount of 2012 general real estate taxes have been paid by the Purchaser.

In addition to the Purchase Price set forth above, at its sole cost and expense, Seller shall be allowed to remove the existing prefabricated building ("Facility"), including any fixtures, firmly affixed to the Facility currently located at the Property on or before the Closing Date or any other time mutually agreed upon by the Parties after the Closing Date.

It is further understood that the Village owns the real estate commonly known as 12897 Main and 12935 Main, Lemont Illinois ("Main Street Property"), upon which there exists a prefabricated building ("Main Street Facility"). At the effective date hereof, the Main Street Property is subject to a lease ("Lease Agreement") and occupied by a tenant. On a date mutually agreed upon by the Parties, but at no time prior to December 30, 2012, the expiration date of the Lease Agreement and at its sole cost and expense, Seller shall be allowed to remove the Main Street Facility, including any fixtures, firmly affixed to the Main Street Facility.

IV. EARNEST MONEY DEPOSIT

Within seven (7) days of the execution of this Agreement, the Purchaser shall deposit the Earnest Money into a joint order escrow to be attached hereto as Exhibit A (herein "Joint Order Escrow") upon being established with the Westchester branch of Chicago Title Insurance Company (herein "Title Company"). Such Earnest Money shall be forfeited to the Seller only in the event of a Default (as "Default" is hereinafter defined) by the Purchaser and shall constitute liquidated damages payable to the Seller in the event of a Default by the Purchaser. The cost of the Joint Order Escrow shall be borne equally by the Purchaser and the Seller. In the event the Earnest Money in the Joint Order Escrow is placed into an interest-bearing account, all interest shall accrue in favor of and be paid to the Purchaser at the termination of the Joint Order Escrow.

V. TITLE, INSPECTION AND SURVEY MATTERS

- A. During the time between the Effective Date and the date which is thirty (30) days after the Effective Date the Purchaser's duly authorized officers, agents, and independent contractors shall have the right to enter upon the Property and into the buildings thereon to undertake surveys, studies, tests and other investigations (herein "Due Diligence") as the Purchaser deems necessary including but not limited to: soils and environmental studies, structural and mechanical studies, and asbestos studies, whether contemplated in this Section and Section VI or not. This thirty (30) day period is herein the "Due Diligence Period," which may be extended by the mutual agreement of the Parties. To the extent such information is in the possession or control of the Seller or may be obtained by the Seller at the Purchaser's cost and expense through the exercise of commercially reasonable efforts, such information shall be furnished by the Seller to the Purchaser.
- 1. During the Due Diligence Period and at the Seller's sole cost and expense, the Purchaser shall cause a current survey of the Property to be prepared by a registered Property surveyor, licensed in the State of Illinois, in accordance with ALTA/ASCM survey standards and certified to the Title Company and the Purchaser as necessary to satisfy the requirements for title insurance with extended coverage (herein "Survey").
- The Seller shall cooperate with Purchaser in the ascertainment of liens and encumbrances of a definite and ascertainable amount which arise on or before the date of Closing. During the Due Diligence Period and prior to Closing, the Purchaser shall review the Title Insurance Commitment (Exhibit B) which shall be later-dated as well as the Survey and shall be permitted to identify any liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Insurance Commitment (Exhibit B) and which shall be removed by the Seller at Seller's sole cost and expense, or the matters in the Survey that the Purchaser finds objectionable in its sole and absolute discretion and which it identifies by its Notice to the Seller [collectively, (i) liens and encumbrances of a definite and ascertainable amount appearing in the Title Insurance Commitment (Exhibit B), (ii) liens and encumbrances of a definite and ascertainable amount which have arisen after the date of the Title Insurance Commitment (Exhibit B), and (iii) Survey matters for which Notice is given are herein "Unpermitted Exceptions"]. Following receipt of Notice thereof, the Seller and the Purchaser shall cooperate to remove such Unpermitted Exceptions at the Seller's sole cost and expense. The Seller represents, warrants and covenants that between the date of the Title Insurance Commitment (Exhibit B) and the Closing, if title to the Property is or becomes encumbered with Unpermitted Exceptions or if the Parties are unable to remove the Unpermitted Exceptions prior to Closing, the Purchaser shall be permitted to terminate this Agreement in its sole discretion. Notwithstanding the foregoing, it is understood that Unpermitted Exceptions shall be removed by the Seller at the Seller's sole cost and expense prior to Closing.
- 3. During the Due Diligence Period, the Purchaser may also obtain and review written reports of searches of the records of the Office of Recorder of Deeds of Cook County (herein "Recorder"), Illinois, the Secretary of State of Illinois, the U.S. District Court for the Northern District of Illinois and any such other necessary governmental agencies confirming the absence or presence of security interests, judgments, tax liens and bankruptcy proceedings which affect or could affect the Property or any interest therein to be transferred to the Purchaser pursuant to this Agreement.
- B. By the expiration of the Due Diligence Period, the Purchaser, if the Purchaser chooses to do so, will have examined all soils, engineering, environmental, hazardous waste, geotechnical, wetlands, feasibility and other studies and reports which the Purchaser obtains in

connection with the Property, including but not limited to that set forth in Section VI, and such other information relating to the Property that is specifically requested by the Purchaser of the Seller by Notice given prior to the expiration of the Due Diligence Period, to the extent such information is in the possession or control of the Seller or may be obtained by the Seller at the Purchaser's cost and expense through the exercise of commercially reasonable efforts.

- C. Between the Effective Date hereof and the Closing Date the Seller shall not cause the Property or any part thereof to be alienated, encumbered or transferred in favor of or to any person, firm, company or corporation whatsoever.
- D. The Title Commitment and Survey described in this Section V are collectively referred to as "Title Evidence". If the Title Evidence discloses, deficiencies in endorsements or matters other than the Permitted Exceptions or, with respect to UCC Statement, liens or claims not permitted hereunder (hereinafter collectively referred to as "Defects"), the Defects shall, as a condition of the Closing, be corrected by the Seller within five (5) days from the delivery of a Notice regarding the Title Evidence.
- E. Between the Effective Date and the Closing Date, the Purchaser shall have the continuing right from time to time at reasonable times without Notice to the Seller to periodically inspect the Property, but no such inspections shall relieve the Seller of the Seller's obligations hereunder or constitute any waiver by the Purchaser hereunder. In carrying out its reviews, searches and studies as contemplated in this Section and Section VI, the Purchaser and its agents or representatives shall have the right, at their own risk, to enter upon the Property at any time prior to the Closing for any lawful purpose, including but not limited to: Verifications of information, and conducting investigations, tests and studies, soils tests, borings and hazardous waste studies.
- 1. The Purchaser shall hold and save the Seller harmless from all Damages which result from the Purchaser's and its agents' or representatives' entry upon the Property prior to Closing. "Damages" being: Any and all loss, liability, expenses, costs, actions, causes of action, lawsuits, claims, demands, losses and liabilities; and other deficiencies, including but not limited to interest, penalties, reasonable attorneys fees and expenses of Litigation.
- 2. Any investigation or inspection conducted by the Purchaser or any agent or representative of the Purchaser pursuant to this Agreement, in order to verify independently the Seller 's satisfaction of any conditions precedent to the Purchaser's obligations hereunder or to determine whether the Seller 's representations and warranties made in this Agreement are true and accurate, shall not affect (or constitute a waiver by the Purchaser of) any of the Seller 's representations, warranties or obligations hereunder or the Purchaser's reliance thereon.

VI. HAZARDOUS MATERIALS SITE INVESTIGATION

During the Due Diligence Period and at the sole cost and expense of the Seller, the Purchaser will cause to be conducted a Phase 1 Environmental Site Assessment.

A. Purchaser shall provide the Seller with a copy of the Survey and a copy of the Phase 1 Environmental Site Assessment.

- B. If the Phase 1 Environmental Site Assessment reveals recognized environmental conditions for the potential presence of petroleum products or hazardous substances on the Property (herein "Soil Contamination"), the Purchaser shall at the Seller's cost cause a Phase 2 Environmental Site Assessment of the Property to be conducted.
- C. Notwithstanding anything to the contrary contained elsewhere in this Agreement and whether or not the Seller is in Default (as hereinafter defined), if prior to Closing the Purchaser is not satisfied with the Property or title thereto for any reason, the Purchaser in its sole discretion may terminate this Agreement upon Notice to the Seller and, within five (5) business days of such Notice, the Seller's attorney and the Purchaser's attorney shall direct the Title Company to terminate the Joint Order Escrow and promptly return the Earnest Money to the Purchaser.

VII. CONVEYANCE OF TITLE — COSTS

On the Closing Date and time selected by mutual agreement of the Parties' attorneys following the Due Diligence Period as same may be extended by the Purchaser and/or the time during which remediation is being prosecuted by the Seller with diligence and continuity, as the case may be, the Parties' attorneys will meet in the Escrowee's office at the Title Company for the culmination of all of the conveyancing by the Seller to the Purchaser and payment of the Purchase Price by the Purchaser to the Seller using a New York style Closing.

A. At Closing the Seller shall deliver the following items to the Purchaser:

- 1. At Closing the Seller shall give to the Purchaser the Seller's warranty deed in the form thereof attached hereto and made a part hereof as Exhibit C (herein "Warranty Deed") in recordable form, conveying to the Purchaser fee title to the Property free and clear of all claims, liens and encumbrances, except for any and all of the following conditions in the Title Company's Title Insurance Commitment: (a) general real estate taxes not yet due and payable as of the Closing Date; (b) covenants, easements, restrictions and documents of record which, in the Purchaser's sole judgment, do not interfere with or adversely affect the Purchaser's intended use of the Property; (c) liens and encumbrances of a definite or ascertainable amount shall be removed at Closing at the Seller's sole cost and expense by the Purchaser's payment of money at the time of conveyance, unless and to the extent any of the same are Unpermitted Exceptions which have arisen after the date of the Title Insurance Commitment (Exhibit B), in which case each Unpermitted Exception shall have been removed by the Seller at the Seller's sole cost and expense prior to Closing or the Purchaser, if such exceptions arose by actions of the Purchaser or its agents; and (d) any other matters not objected to in writing by the Purchaser and which are acceptable to the Purchaser in its sole and absolute discretion (herein "Permitted Exceptions").
 - 2. An ALTA Affidavit of Title.
- 3. A Closing Statement with credits for real estate tax and other prorations set forth in Section VIII.
 - 4. The Title Policy.
- 5. Transfer tax declarations. [Note: While no transfer tax shall be due or payable in connection with any such conveyance to the Purchaser or asserted by Purchaser as part of the purchase price in connection with any such conveyance to the Purchaser, the Seller shall furnish all declarations required.]

- 6. The Seller's certificate to the Purchaser dated as of the Closing Date confirming that the representations and warranties set forth in Section X are true and correct on and have been remade as of the Closing Date.
- 7. A non-foreign certificate sufficient in form and substance to relieve the Seller of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.
- 8. Possession of the Property, which shall be delivered to the Purchaser in substantially the same condition as of the Effective Date, except for any required remediation having been accomplished theretofore.
 - B. At Closing the Purchaser shall deliver the following items to the Seller:
- 1. The balance of the Purchase Price after all principal and accrued interest on all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount have been paid.
- 2. The Purchaser's certificate dated as of the Closing Date confirming that the representations and warranties set forth in Section X are true and correct on and have been remade as of the Closing Date.
- 3. A non-foreign certificate sufficient in form and substance to relieve the Purchaser of any and all withholding obligations under federal law, which certificate shall be reasonably satisfactory to the Title Company.
- C. All costs associated with the condition of title, title insurance and survey fees; recording fees, documentary and/or transfer taxes payable in connection with the delivery or recordation of any instrument or document provided in or contemplated by this Agreement or any agreement described or referred to herein, if any; any sales and/or transaction taxes payable by reason of the transaction herein described; and all other Closing and conveyancing costs and expenses necessary to effectuate the sale contemplated by this Agreement shall be borne entirely by and shall be paid by the Seller, excluding the Purchaser's attorneys' fees and the Recorder's charges for recording the Warranty Deed. The Seller shall pay all liens and encumbrances of a definite or ascertainable amount which appear in the Title Commitment as later-dated as of the date of Closing and which shall be removed from title at or before Closing.
- D. Upon Closing, at the Seller's cost and expense, the Title Company or Escrowee, as the case may be, shall file the Seller's Warranty Deed with the Cook County Recorder of Deeds for recordation against title to the Property.

VIII. PRORATIONS AND ADJUSTMENTS

At Closing, an adjustment to the Purchase Price shall be made between Seller and Purchaser on a per diem basis through the Closing Date for rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, and other similar items. The amount of general real estate taxes and other state or city taxes, charges and assessments levied against the Property, not yet due and payable or due but not yet paid, shall be prorated at Closing through the Closing Date on the basis of 100% of the most recent ascertainable taxes with the understanding that when the final 2011 and 2012 general real estate taxes are known this proration

shall be adjusted and any reduction in tax added to the amount of the Second Installment or any increase in tax deducted from the amount of the Second Installment. All other prorations shall be final.

IX. CONDITIONS TO CLOSING

- A. In addition to any conditions provided in other provisions of this Agreement, the obligations of the Purchaser herein to purchase the Property shall be subject to the fulfillment of the following conditions on or prior to the Closing Date, each of which shall continue as specific conditions to Closing:
- 1. The representations and warranties of the Seller contained in Section X shall be true and correct as of the Closing.
- 2. At no time prior to the Closing shall any of the following have been done by or against or with respect to Seller: (a) the commencement of a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of a trustee or receiver of any property interest; or (c) an assignment for the benefit of creditors.
- 3. The commitment of the Title Company to issue its Title Policy as of the Closing Date with extended coverage over the five general exceptions and subject only to permitted exceptions.
- 4. The Purchaser will receive a credit towards payment of the Purchase Price upon payment of the Earnest Money to the Seller at Closing.
- 5. All Unpermitted Exceptions including all principal and accrued interest on all outstanding mortgages of record and all other liens and encumbrances of a definite or ascertainable amount shall have been removed from the Title Commitment.
- B. The obligations of the Seller to follow hereunder shall be subject to the representations and warranties of the Purchaser contained in Section XI being true and correct and in compliance as of the Closing.
- C. Either Party may at any time or times, at such Party's election, waive any of the conditions to the Seller's obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such Party. No such waiver shall reduce the rights or remedies of a Party by reason of any breach or Default by the other Party (but if a condition is waived, the Party waiving the same may not rescind this Agreement on the basis of the failure of such waived conditions). In the event that for any reason any item required to be delivered to a Party by the other Party hereunder shall not be delivered when required, then such other Party shall nevertheless remain obligated to deliver the same to the first Party, and nothing (including, but not limited to, the Closing of the transaction hereunder) shall be deemed a waiver by the first Party of any such requirement.

X. AUTHORITY OF THE SELLER

A. <u>Power and Authority</u>. The Seller has full power and authority to enter into and deliver this Agreement and all of the other documents and instruments required to be delivered

by the Seller hereunder and to perform all of the Seller's obligations under this Agreement and all of such other documents and instruments. Accordingly, this Agreement and all such other documents and instruments, when executed and delivered, will be unconditionally binding on, valid and enforceable against the Seller and each of them in accordance with the provisions hereof and thereof.

- B. <u>No Violations and Actions</u>. The execution, delivery and performance by the Seller of its obligations under this Agreement will not conflict with or result in a breach of any law, governmental rule, regulations, judgment, decree or order by which the Seller or the Property is bound, or any of the provisions of any contract to which the Seller or any of them is a party or by which the Seller or the Property is bound. There is no action, suit, proceeding or investigation pending or threatened, before any agency, court or other governmental authority which relates to the Property or the use thereof.
- C. <u>Leases, Agreement and Contract</u>. Except for this Agreement, there are no leases, occupancy agreements, management agreements, service contracts or other agreements affecting all or any part of the Property, and the Seller will deliver possession of the Property at Closing, free of all such agreements.
- D. <u>Obligations</u>. Except for the obligations contained in this Agreement, there are no obligations in connection with the Property which will be binding upon the Purchaser or the Property after Closing.
- E. <u>Compliance with Law</u>. The conveyance of the Property will not cause the Seller to be in violation of any applicable law.
- F. <u>Donations</u>. There are no Seller-required donations or payments to or for schools, parks, fire departments or any other public entity or facilities which are required to be made by an owner of the Property.
- G. <u>Assessments</u>. There are no existing unpaid taxes, assessments or public utility charges and as of the Closing date there will be none.
- F. <u>Authority to Perform</u>. The Seller, jointly and severally, has full authority to execute, deliver of and perform the Seller's obligations under this Agreement.

XI. AUTHORITY OF THE PURCHASER

- A. <u>Power and Authority</u>. The Purchaser is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to enter into and deliver this Agreement and to perform all of its obligations under this Agreement. This Agreement and all such other documents and instruments, when executed and delivered, will be unconditionally binding on, valid and enforceable against the Purchaser in accordance with the provisions hereof and thereof.
- B. <u>Authority to Perform</u>. This Agreement has been duly authorized by all necessary action of its corporate authorities and duly conferred by the Purchaser upon its signatories hereto.

XII. DEFAULT; REMEDIES

"Default" by a Party includes but is not limited to any breach of the covenants contained in this Agreement, the failure of any Party to perform any provision of this Agreement required of it to be performed and the performance by any Party of an act or acts prohibited by any provision of this Agreement.

- A. In the event of a Default by the Purchaser following Closing, by reason of the Purchaser's failure to the Second Installment within the timeframe provided in this Agreement, Seller shall be entitled to recover its reasonable attorney's fees from the Purchaser arising from the Seller's enforcement of this Agreement in order to secure such payment. Purchaser's failure to pay the Second Installment within the timeframe provided for in this Agreement shall be considered a Default. The Seller shall not exercise its right to enforce payment of the Second Installment under this Subsection A of this Section XII, until the Seller has given Notice to the Purchaser of the Default or alleged Default and allowing the Purchaser a period of thirty (30) days for the curing of said Default or alleged Default.
- B. In an event of Default by the Seller, the Purchaser shall not exercise its rights under this Subsection B of this Section XII, until the Purchaser has given Notice to the Seller of the Default or alleged Default and allowing the Seller a period of thirty (30) days for the curing of said Default or alleged Default; provided, however, that in the event such Default or alleged Default cannot be cured within said thirty (30) day period notwithstanding diligent and continuous effort by the Seller with the Seller having promptly commenced to cure the Default or alleged Default and having thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such Default or alleged Default with diligence and continuity.
- 1. The continuation of any such Default after thirty (30) days (or for such longer cure period as set forth in A above) following written Notice by the Purchaser specifying such Default to the Seller shall permit the Purchaser, at its sole discretion: To terminate this Agreement or to enforce or compel the performance of this Agreement by suitable action or other proceeding brought in law or in equity, including specific performance.
- 2. The Party prevailing in such enforcement proceeding shall be entitled to recover its reasonable attorneys fees from the other Party.

XIII. NOTICE

A. All Notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery via certified mail, return receipt requested, addressed:

If to the Seller:

10970 Archer Avenue Property, Inc. Attn Tim White, President 10970 Archer Avenue Lemont, IL 60439 with a copy to:

Peter Coules, Jr.
Donatelli & Coules Ltd.
15 Salt Creek Lane, Suite 312
Hinsdale, IL 60521

If to the Purchaser:

Village Administrator with copies to: Village Clerk
Village of Lemont Village of Ler

418 Main Street Lemont, IL 60439 Village Clerk Village of Lemont 418 Main Street

Lemont, IL 60439

and: Jeffrey M. Stein, Village Attorney

Tressler, LLP

233 S. Wacker Drive 22nd Floor

Chicago, IL 60606

B. Any Party hereto may change the place and/or person listed above and/or add persons to the above list for giving Notices by Notice given ten (10) days prior to the date such change will become effective.

XIV. BROKERAGE

Seller and Purchaser each represent and warrant to the other that no real estate agent or broker was involved in negotiating the transaction contemplated herein. In the event any other claims for real estate commissions, fees or compensation arise in connection with this transaction, the Party so incurring or causing such claims shall indemnify, defend and hold harmless the other Party from any loss or damage, including attorneys' fees, which said other Party suffers because of said claims. In no event shall the Purchaser have any liability to any broker contracted with the Seller, whether or not Closing occurs or Closing fails to occur for any reason whatsoever.

XV. MISCELLANEOUS PROVISIONS

A. This Agreement shall bind the heirs, successors and assigns of the Seller and their respective successors in interest; as well as the Purchaser, its corporate officials, and its and their successors in office and its and their respective successors in interest; and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto.

B. By execution hereof:

- 1. In compliance with 65 ILCS 5/11-42.1-1 and under the oath of the persons signing this Agreement as Seller, each Seller swears and affirms hereby that each is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) such person is contesting, in accordance with the procedures established by the appropriate revenue Act, such person's liability for the tax or the amount of the tax; or (b) such person has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract; and (c) each person signing as Seller further understands that making a false statement herein is a Class I Misdemeanor that voids this Agreement.
- 2. The Seller certifies hereby that each person signing as Seller is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that each has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and each is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).
- 3. The Purchaser certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that it has a written policy against sexual harassment in place in full compliance

with 775 ILCS 5/2105(A)(4), and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

- C. The failure of either Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.
- D. The rights or remedies under this Agreement are exclusive to any other rights or remedies which may be granted by law. This Agreement provides for the purchase and sale of real and personal property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- 1. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid.
- 2. In the event any provision of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. In addition, the invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision of this Agreement.
- 3. This Agreement, including the exhibits hereto, has been negotiated by all Parties. This Agreement shall not be construed more strictly against the Purchaser than against the Seller merely by virtue of the fact that the same has been prepared by legal counsel for the Purchaser. It is recognized and acknowledged by the Parties that both the Purchaser and the Seller have contributed substantially and materially to the preparation, form, substance and content of this Agreement.
- E. Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof.
- F. No modifications, amendments, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both of the Parties against which the enforcement of such modification, amendment, discharge or change is sought.
- G. The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.
- H. Neither Party shall assign this Agreement prior to Closing without the prior written consent of the other Party; and neither Party shall record or cause to be recorded with the Recorder this Agreement or any memorandum hereof or any document containing a reference hereto.

I. All exhibits attached hereto are hereby made a part of this Agreement.

XVI. QUADRUPLICATES

This Agreement shall be executed in quadruplicate, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Following execution of this Agreement by the Mayor of the Purchaser, each Party shall receive two (2) fully executed originals hereof.

IN WITNESS WHEREOF this Agreement is executed by the Parties, each intending to be legally bound hereby.

Agreed to for the Seller:

10970 Archer Avenue Property, Inc

By: Tim White Its: President

Agreed to for the Purchaser:

VILLAGE OF LEMONT

By

Benjamin Wehmeier,

Village Administrator

Attest:

(SEAL)

Exhibit A

Joint Order Escrow

[To Be Inserted Here By the Title Company at a Meeting Attended by It and the Seller's Attorney and the Purchaser's Attorney on a Date Following the execution of this Agreement.]

Note: This Escrow will be used to hold the Earnest Money as well as the required wire transfer of Purchaser's funds for the balance of the Purchase Price due at Closing.

Exhibit B

COMMITMENT FOR TITLE INSURANCE

Chicago Title Insurance Company Commitment No, dated,	2012,
to be later-dated to Insure Title.	
[To Be Inserted Here]	

Exhibit C Warranty Deed Form

WW74	RR	AWT	FK3 T 7	T .	-	*
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Statutory (Illinois)

THE GRANTOR, 10970 ARCHER AVENUE PROPERTY, INC., County of Cook State of Illinois, for and in consideration of Ten and No/100ths in hand paid, Dollars (\$10.00) CONVEYS AND WARRANTS to VILLAGE OF LEMONT, an Illinois municipal corporation as described in the Constitution of the State of Illinois, all interest in the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

This space Reserved for Recorder's use only.

"INSERT LEGAL DESCRIPTION"

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises as sole owner forever.

SUBJECT TO: Covenants, conditions, and restrictions of record.

Permanent Real Estate Index Number(s): 22-14-401-029-0000

Address(es) of Real Estate: 10970 Archer Avenue, Lemont, Illinois 60439

DATED this ______ day of ______, 2012.

10970 Archer Avenue Property, Inc.

STATE OF ILLINOIS)) SS.	
COUNTY OF COOK)	
CERTIFY, that TIM WHITE , personally kn to the foregoing instrument appeared before	in and for the County and State aforesaid, DO HEREBY town to me to be the same person whose name is subscribed me this day in person, and acknowledged that he signed, is free and voluntary act, for the uses and purposes therein set right of homestead.
Given under my hand and official seal, this	day of, 2012.
	Notary Public
(Seal)	
This instrument was prepared by:	
MAIL TO:	ADDRESS OF PROPERTY:
John J. Zimmermann	10970 Archer Avenue
Tressler LLP	Lemont, IL 60439
22 S. Washington Avenue	The above address is for statistical purposes
Park Ridge, IL 60068	only and is not part of this deed.
	SEND SUBSEQUENT TAX BILLS TO:

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator

George Schafer, Assistant Village Administrator

Ralph Pukula, Director of Public Works

Subject: Disposal of Surplus Property

date: Jan 10, 2013

BACKGROUND/HISTORY

The Public Works Department has had a 1993 Ford F150, that is no longer useable. This ordinance allows the disposal of this specific truck by the Village Administrator.

RECOMMENDATION

Staff Recommends Approval of Disposal.

ATTACHMENTS (IF APPLICABLE)

Ordinance Authorizing the Disposal of Surplus Property

VILLAGE OF	LEMONT
ORDINANCE NO.	

AN ORDINANCE AUTHORIZING SALE AND DISPOSAL OF SURPLUS VILLAGE PROPERTY

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14th DAY OF January, 2013

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of January, 2013.

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 State Statute 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:

• 1993 Ford F150, VIN 1FTDF15Y7PLB25283

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

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 14th day of January, 2013.

PRESIDENT AND VILLAGE BOARD MEMBERS:

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

VILLAGE OF LEMONT

RESOLUTION NO. R-____-13

A RESOLUTION APPROVING LOCAL AGENCY AGREEMENT WITH IDOT FOR WALKER / McCARTHY ROAD IMPROVEMENTS PROJECT

ADOPTED BY THE
PRESIDENT AND THE BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 14TH DAY OF JANUARY, 2013

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 14th day of January, 2013

RESOLUTION NO. R- -13

A RESOLUTION APPROVING LOCAL AGENCY AGREEMENT WITH IDOT FOR WALKER / McCARTHY ROAD IMPROVEMENTS PROJECT

Whereas, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the McCarthy Road between Barton Drive and West of Derby Road in the Village of Lemont; and,

Whereas, the Village of Lemont desires to enter into an Local Agency Agreement for participation on the project with IDOT; and,

Wheareas, the Village Board has authorized the Village President to sign the Local Agency Agreement with IDOT; and,

Now, Therefore, be it Resolved, by the President and Board of Trustees that the agreement attached is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, ON THE $14^{\rm Th}$ DAY OF JANUARY, 2013.

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

FAP Route 1587 McCarthy Road State Section: 3093-R

County: Cook

Agreement No.: JN-113-019

Job No.: C-91-023-11 Contract No.: 60L79

AGREEMENT

This Agreement entered into this 14th day of January, 2013 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF LEMONT of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving FAP Route 1587, (McCarthy Road) STATE Section: 3098-R, State job Number: C-91-402-97 and C-91-218-01, State Contract Number: 60L79 by widening McCarthy Road at Walker Road, providing one -12 foot wide through and right turn lane in each direction for all four lanes approaches of the intersection. The bicycle path on the north side of McCarthy Road will keep the existing 5 foot sidewalks and will add a 5 foot shelf along the side of the existing sidewalks to accommodate a future bicycle path southwest leg of Walker Road and northeast leg of Walker Road at approximately Sta. 43 + 81 due to lack of proposed right of way constructing curb and gutter cleaning the storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the STATE include in its contract a bicycle path; and

WHEREAS, the STATE has agreed to the VILLAGE's request; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
- 2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.
- It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
- 4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

- 5. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.
- 6. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.
- 7. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE'S advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".

- 8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the VILLAGE, and the STATE.
- 9. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".
- 10. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is park of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
- 11. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along McCarthy Road without the consent of the STATE.
- 12. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
- 13. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

- 14.All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 III. Adm. Code 530).
- 15. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
- 16. Upon final field inspection of the improvement and so long as McCarthy Road at Walker Road is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the centerline, the left-turn turn lanes and right turn lanes, each lane being 12 feet, and variable in width and the curb and gutter stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes and the curb and gutter or stabilized shoulder and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
- 17. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, parkways, guardrails, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto, and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole

and catch basin frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforedescribed responsibilities shall be that of the STATE.

18. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the bicycle path located at McCarthy Road at Walker Road, in its entirety. The VILLAGE agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the bike/pedestrian accommodation.

If in the Future, the STATE adopts a roadway or traffic signal improvement on the bicycle path, which requires modification, relocation or reconstruction to said bicycle path then the VILLAGE hereby agrees to be financially responsible for its proportionate share of cost to modify, relocate or reconstruct said in conjunction with the STATE's proposed improvement.

19. Upon acceptance by the STATE of the new traffic signal installations, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

Intersection	<u>Maintenance</u>	<u>Elect.</u> Energy
McCarthy Road @ Walker Road		
STATE Share	(75)%	(75)%
VILLAGE Share	(25)%	(25)%

It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement. It is further agreed that all cost for maintenance of the "Emergency Vehicle Pre-Emption System" equipment shall be the VILLAGE's.

- 20. Upon acceptance by the STATE of the new traffic signal installations included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the VILLAGE on July 1, 2011
- 21. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal modernization to be maintained by the STATE. The STATE's Electrical Maintenance Contractor shall invoice the VILLAGE for the maintenance costs related to the maintenance of the "Emergency Vehicle Pre-Emption System" equipment. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the VILLAGE in accordance with the recommendations of the manufacturer.

- 22.It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the VILLAGE agrees to be financially responsible for its share of the traffic signal and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.
- 23.It is mutually agreed that the STATE's Electrical Maintenance Contractor will send to the VILLAGE an itemized invoice covering the actual cost for the maintenance of the "Emergency Vehicle Pre-Emption System" equipment during the preceding period. Upon receipt of said invoice, the VILLAGE agrees to pay the STATE's Electrical Maintenance Contractor the amount of the invoice by certified check.

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

	VILLAGE OF LEMONT
	By:(Signature)
ATTEST:	By: Brian K. Reaves (Print or Type)
Village Clerk (S E A L)	Title: Village President Date: January 14, 2013
	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
	By: John Fortmann, P.E. Acting Deputy Director of Highways Region One Engineer
	Date: John No.: C-91-012-11 Agreement No.: JN-113-019

S:\WP\Projsupp\AGMATS\60:79 McCarthy at Walker Lemont\Contract 60L79 Lemont

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 1587 known as McCarthy Road, State Section: 3098,-R, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforedescribed proposed improvement.

Approved_	
Title	Brian K. Reaves, Village President
Date [.]	January 14 2013

EXHIBIT A

ESTIMATE OF COST Contract 60L79 TOTAL STATE **FEDERAL** VILLAGE OF LEMONT % % TYPE OF WORK \$ \$ N/A% \$1,260,000 20% All roadway work excluding the following \$1,008,000 80% \$252,000 \$189,000 20% \$151,200 80% \$37,800 P&C Engineering (15%) TRAFFIC SIGNALS \$45,000 15% \$15,000 5% \$300,000 80% McCarthy Road at Walker Road \$240,000 5% \$45,000 \$36,000 80% \$6,750 15% \$2,250 P&C Engineering (15%) 100% \$6,000 Emergency Vehicle Pre-emption Equip N/A% N/A% \$6,000 \$900 N/A% N/A% \$900 100% P&C Engineering (15%) **OTHER WORK** \$51,200 80% N/A% \$12,800 20% \$64,000 Sidewalks 20% N/A% \$9,600 P&C Engineering (10%) \$7,680 80% \$1.920

NOTE: The Village's participation shall be predicated on the percentage shown above for the specified work. The Village's cost shall be determined by multiplying the final quantities times contract unit price plus 15% for construction and preliminary engineering.

N/A%

N/A%

\$341,550

\$26,000

\$3.900

\$68,770

N/A%

N/A%

\$1,494,080

Utility Adjustment

P&C Engineering (15%)

TOTAL

100%

100%

\$26,000

\$3,900

\$1,904,400

"EXHIBIT B" FUNDING RESOLUTION NO. R-____-13

WHEREAS, the Village of Lemont has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of FAP Route 1587 (McCarthy Road at Walker Road) known as State Section: 3098-R; and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Sixty-Eight Thousand Seven Hundred Seventy dollars or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on the final costs.

BE IT FURTHER RESOLVED that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein provides to be insufficient, to cover said cost.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ELMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, ON THE 14^{Th} DAY OF JANUARY, 2013.

	ESIDENT AND V AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer				
•				
Paul Chialdikas Clifford Miklos				
Ron Stapleton				
Rick Sniegowski				
Jeanette Virgilio				
			BRIAN K. REA	VES
			President	,
ATTEST:				
CITA DI ENIE M. CN	AOLI EN	•		
CHARLENE M. SMOLLEN Village Clerk				