



Village of Faith

Village of Lemont

418 Main Street • Lemont, Illinois 60439

VILLAGE BOARD MEETING

JANUARY 28, 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 Sniogowski
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. JANUARY 14, 2013 VILLAGE BOARD MEETING
 - B. APPROVAL OF DISBURSEMENTS
- IV. MAYOR'S REPORT
 - A. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
 - A. CORRESPONDENCE
 - B. ORDINANCES
 1. ORDINANCE CORRECTING SCRIVENER'S ERRORS 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 ANNEXING TO THE VILLAGE OF LEMONT APPROXIMATELY .7914 ACRES AT 10970 ARCHER AVENUE (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)
 3. ORDINANCE AUTHORIZING THE ISSUANCE OF LEMONT SPORTS COMPLEX REVENUES / INCREMENTAL TAXES / GENERAL SALES TAX / REVENUE SHARING RECEIPTS ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING A LEMONT SPORTS COMPLEX, AND RELATED COSTS (ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)

C. RESOLUTIONS

- 1. RESOLUTION APPROVING PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR ILLINOIS STREET (FROM STATE STREET TO MAIN STREET) IMPROVEMENT PROJECT
(ADMIN./PUBLIC WORKS)(REAVES/BLATZER)(WEHMEIER/SCHAFFER/PUKULA)**

- 2. RESOLUTION APPROVING LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR ILLINOIS STREET (FROM STATE STREET TO MAIN STREET) IMPROVEMENTS PROJECT
(ADMIN./PUBLIC WORKS)(REAVES/BLATZER)(WEHMEIER/SCHAFFER/PUKULA)**

- 3. RESOLUTION APPROVING SETTLEMENT AGREEMENT AND RELEASE (WEINERT V. VILLAGE OF LEMONT)
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFFER)**

- 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
January 14, 2013**

The regular meeting of the Lemont Village Board was held on Monday, January 14, 2013, at 7:00 p.m., President Brian Reaves presiding.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

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

III. CONSENT AGENDA

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

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 O-1-13 Amending Lemont Municipal Code Chapter 5.04, Section 5.04.080: Alcoholic Beverages (Increasing Number of Class A-3 Liquor Licenses).

Roll call: Chialdikas, Miklos, Sniegowski, Stapleton; 4 ayes. Blatzer, Virgilio absent.

IV. MAYOR'S REPORT

A. Village Hall remodel has been completed. Thanks to Chief Shaughnessy and the Lemont Police Department for the use of their accommodations and thanks to School District 113A.

B. Tap House Grill will hold their Ribbon Cutting ceremony on Wednesday, January 16th at 5p.m.

C. Audience Participation

Trustee Blatzer arrived at 7:05 p.m.

V. CLERK'S REPORT

A. Correspondence

B. Ordinances

1. **Ordinance O-3-13** Restricting Parking Along McCarthy Road Within the Village of Lemont. Motion by Miklos, seconded by Blatzer to approve said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.
2. **Ordinance O-4-13** Prohibiting the Discharge of Sanitary and Industrial Waste into any Storm Sewer or Drainage Facility Constructed as a Part of the McCarthy Road Improvement. Motion by Miklos, seconded by Blatzer, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.

3. **Ordinance O-5-13** Prohibiting Encroachments within the State of Illinois Right of Way Along McCarthy Road. Motion by Blatzer, seconded by Sniegowski, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.
4. **Ordinance O-6-13** Authorizing the Acquisition of Certain Real Property Known as 10970 Archer Avenue. Motion by Stapleton, seconded by Sniegowski, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.
5. **Ordinance O-7-13** Authorizing Sale and Disposal of Surplus Village Property. Motion by Blatzer, seconded by Miklos, to adopt said ordinance. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.

C. Resolutions

1. **Resolution R-1-13** Approving Local Agency Agreement with IDOT for Walker / McCarthy Road Improvements Project. Motion by Blatzer, seconded by Chialdikas, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.
2. **Resolution R-2-13** Approving Funding for Walker/McCarthy Road Project. Motion by Blatzer, seconded by Miklos, to adopt said resolution. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.

VI. VILLAGE ATTORNEY REPORT

- a. An Executive Session will be held following the Village Board Meeting.

VII. VILLAGE ADMINISTRATOR REPORT

- a. Walker/McCarthy Road Project – the Village engineering staff created a map of the project which will be made available to residents and will be kept updated.
- b. On January 22nd, we will be moving back to the Village Hall. January 21st is a holiday and the offices will be closed.
- c. Executive Session agenda includes Personnel, Pending Litigation and Threatened Litigation.

VIII. BOARD REPORTS

IX. STAFF REPORTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

Motion by Blatzer, seconded by Stapleton, to move into Executive Session(s) for the purpose of discussing Personnel, Pending Litigation and Threatened Litigation. Roll call: Blatzer, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Virgilio absent.

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: 5 ayes. Virgilio absent.

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 01/28/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: Clearing - Accounts Payable						
Check	01/28/2013	5334	Accounts Payable	Affelt , Joyce		18.20
	Invoice		Date	Description		Amount
		13-01-08	01/08/2013	holiday bazaar art work sales		18.20
Check	01/28/2013	5335	Accounts Payable	Airgas USA, LLC		17.10
	Invoice		Date	Description		Amount
		9906752358	12/31/2012	cylinder rental		17.10
Check	01/28/2013	5336	Accounts Payable	Ameren Energy Marketing Company		17,909.83
	Invoice		Date	Description		Amount
		9085312121	01/03/2013	Dec '12 electricity		17,909.83
Check	01/28/2013	5337	Accounts Payable	AT&T Capital Services, Inc.		114.74
	Invoice		Date	Description		Amount
		2851852	01/02/2013	p.w. iPads lease		114.74
Check	01/28/2013	5338	Accounts Payable	AT&T Illinois		328.11
	Invoice		Date	Description		Amount
		63024316090113	01/13/2013	630 243-1609 403 9 kohls-target l/s		48.16
		63024317390113	01/13/2013	630 243-1739 155 8 well #6		112.54
		63024304480113	01/13/2013	630 243-0448 146 1 chestnut cross l/s		53.33
		63024304590113	01/13/2013	630 243-0459 681 3 oak tree l/s		58.56
		63024312300113	01/13/2013	630 243-1230 805 2 eagle ridge l/s		55.52
Check	01/28/2013	5339	Accounts Payable	AT&T Illinois		85.00
	Invoice		Date	Description		Amount
		12-12-31	12/31/2012	C.S. internet		85.00
Check	01/28/2013	5340	Accounts Payable	Avalon Petroleum Company		2,488.31
	Invoice		Date	Description		Amount
		549747	01/02/2013	835 gals unl fuel		2,488.31
Check	01/28/2013	5341	Accounts Payable	Battery Service Corp.		180.53
	Invoice		Date	Description		Amount
		228891	01/04/2013	terminal protectors, batteries		27.53
		228571	12/19/2012	parts		153.00
Check	01/28/2013	5342	Accounts Payable	C.E.S. (City Electric Supply Co-MA)		477.36
	Invoice		Date	Description		Amount

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 01/28/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		ROM/018156		street light parts		477.36
Check	01/28/2013	5343	Accounts Payable	CCP Industries, Inc.		393.75
		Invoice		Date	Description	Amount
		IN01022860		janitorial supplies		393.75
Check	01/28/2013	5344	Accounts Payable	Chicago International Trucks		45.53
		Invoice		Date	Description	Amount
		13038808		parts		45.53
Check	01/28/2013	5345	Accounts Payable	Chicago Parts Sound, LLC		1,360.55
		Invoice		Date	Description	Amount
		496683		parts		286.96
		496524		parts		204.63
		497499		parts		868.96
Check	01/28/2013	5346	Accounts Payable	Chief Supply/Law Enforcement Supply		69.99
		Invoice		Date	Description	Amount
		144760		duffle bag		69.99
Check	01/28/2013	5347	Accounts Payable	Closed Circuit Innovations		730.00
		Invoice		Date	Description	Amount
		5154		security camera maint agree		730.00
Check	01/28/2013	5348	Accounts Payable	Comcast Cable		241.79
		Invoice		Date	Description	Amount
		13/01-2700		8771 20 147 0042700 p.d. cable/internet		241.79
Check	01/28/2013	5349	Accounts Payable	ComEd		300.64
		Invoice		Date	Description	Amount
		13/01-2063		1443022063 KA Steel path		25.96
		13/01-7033		2213017033 bell rd, main st		251.57
		13/01-0229		01710030229 athen knoll street lights		23.11
Check	01/28/2013	5350	Accounts Payable	Concept Wireless Communications, Inc.		196.78
		Invoice		Date	Description	Amount
		154757		radio repair		196.78
Check	01/28/2013	5351	Accounts Payable	Constellation NewEnergy, Inc.		1,053.06
		Invoice		Date	Description	Amount
		0008489754		1-KYU1QT street lights		460.95

Lemont, IL
Warrant list

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Batch Date: 01/28/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		0008490460		01/01/2013	1-KYU1O2	4.81
		0008613966		01/11/2013	1-KYU1N5 street loghts 411 Singer	341.80
		0008613924		01/11/2013	1-KYU1M8 street lights 44 Stephen	108.78
		0008629642		01/11/2013	1-KYU1JH street lights 55 Stephen	136.72
Check	01/28/2013	5352	Accounts Payable	Cook County Treasurer		724.50
		Invoice		Date	Description	Amount
		2012-4		01/02/2013	traffic signal maint 10/1/12-12/31/12	724.50
Check	01/28/2013	5353	Accounts Payable	Critical Reach, Inc.		265.00
		Invoice		Date	Description	Amount
		13-271		12/10/2012	2013 TRAK bulletin service	265.00
Check	01/28/2013	5354	Accounts Payable	DuPage Overhead Garage Doors, Inc.		215.00
		Invoice		Date	Description	Amount
		LPW011713		01/18/2013	p.w. garage door openers	215.00
Check	01/28/2013	5355	Accounts Payable	Dustcatchers, Inc.		42.28
		Invoice		Date	Description	Amount
		53879		01/10/2013	carpet mat svc	42.28
Check	01/28/2013	5356	Accounts Payable	EJ USA, Inc.		53.32
		Invoice		Date	Description	Amount
		3567293		01/10/2013	water main repair parts	53.32
Check	01/28/2013	5357	Accounts Payable	Electronic Access Systems, Inc.		243.00
		Invoice		Date	Description	Amount
		3606		01/08/2013	repair	243.00
Check	01/28/2013	5358	Accounts Payable	Elevator Inspection Services		100.00
		Invoice		Date	Description	Amount
		39106		01/14/2013	p.d. elevator insp	100.00
Check	01/28/2013	5359	Accounts Payable	Envy Home Services		1,000.00
		Invoice		Date	Description	Amount
		120556		01/14/2013	refund-1280 Durham Lane	1,000.00
Check	01/28/2013	5360	Accounts Payable	First Communications		1,477.87
		Invoice		Date	Description	Amount
		11772112		01/07/2013	v.h., p.d., p.w. phone svc	1,477.87
Check	01/28/2013	5361	Accounts Payable	Fleet Safety Supply		99.98

Lemont, IL
Warrant list

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				56993	01/08/2013	parts	99.98
Check	01/28/2013	5362	Accounts Payable	Goldy Locks, Inc.			643.80
				Invoice	Date	Description	Amount
				611810	01/15/2013	v.h. new door locks	643.80
Check	01/28/2013	5363	Accounts Payable	Gooding Rubber Company			19.17
				Invoice	Date	Description	Amount
				319978	01/08/2013	hose	19.17
Check	01/28/2013	5364	Accounts Payable	GT Mechanical, Inc.			6,028.00
				Invoice	Date	Description	Amount
				1300010027	01/01/2013	maint agree 2 of 4	2,703.00
				1300010036	01/01/2013	v.h. hvac maint agree 4 of 4	3,325.00
Check	01/28/2013	5365	Accounts Payable	Guaranteed Technical Services And Consulting, Inc.			160.00
				Invoice	Date	Description	Amount
				2010805	01/06/2013	I.T. support	160.00
Check	01/28/2013	5366	Accounts Payable	Illinois Secretary Of State			95.00
				Invoice	Date	Description	Amount
				12MR1226	01/14/2013	vehicle title	95.00
Check	01/28/2013	5367	Accounts Payable	Imperial Service Systems Inc			1,689.00
				Invoice	Date	Description	Amount
				63595	01/01/2013	cleaning services	1,689.00
Check	01/28/2013	5368	Accounts Payable	JULIE, INC.			2,321.89
				Invoice	Date	Description	Amount
				2013-0914	01/14/2013	2013 annual assessment	2,321.89
Check	01/28/2013	5369	Accounts Payable	Lemont Police Department			421.14
				Invoice	Date	Description	Amount
				13-01-14	01/14/2013	petty cash reimbursement	421.14
Check	01/28/2013	5370	Accounts Payable	Lina Embroidery			49.00
				Invoice	Date	Description	Amount
				13-01-18	01/18/2013	embroider shirts	49.00
Check	01/28/2013	5371	Accounts Payable	McMaster-Carr Supply Co.			1,120.58

Lemont, IL
Warrant list

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount	
				Invoice	Date	Description	Amount
				43908011	01/10/2013	v.h. soap dispensers	1,120.58
Check	01/28/2013	5372	Accounts Payable	Metropolitan Industries Inc			1,795.00
				Invoice	Date	Description	Amount
				0000267792	01/11/2013	pump repair main st l/s	1,795.00
Check	01/28/2013	5373	Accounts Payable	NiCor Gas			269.23
				Invoice	Date	Description	Amount
				13/01-2000 6	01/09/2013	69-98-10-2000 6 oak tree ln l/s	24.63
				13/01-2000 8	01/11/2013	74-12-00-2000 8 harpers grove l/s	25.84
				13/01-9378 5	01/16/2013	25-59-90-9378 5 well #6	47.53
				13/01-0043 0	01/15/2013	69-22-85-0043 0 ruffled fthrs l/s	80.50
				13/01-20008	01/14/2013	85-71-20-2000 8 keepataw trls l/s	36.70
				13/01-1000 5	01/14/2013	84-38-99-1000 5 chestnut cross l/s	30.00
				13/01-4722 3	01/11/2013	91-25-56-4722 3	24.03
Check	01/28/2013	5374	Accounts Payable	North American Salt Co.			4,362.83
				Invoice	Date	Description	Amount
				70917071	01/04/2013	softener salt well #3	2,178.23
				70917069	01/04/2013	softener salt well #5	2,184.60
Check	01/28/2013	5375	Accounts Payable	O'Brien , Cynthia			90.00
				Invoice	Date	Description	Amount
				13-01-23	01/23/2013	1/19/13 class instructor	90.00
Check	01/28/2013	5376	Accounts Payable	OfficeMax Incorporated			48.53
				Invoice	Date	Description	Amount
				303114	01/09/2013	copy paper	27.99
				859697	01/09/2013	supplies	20.54
Check	01/28/2013	5377	Accounts Payable	Otis Elevator Co			806.49
				Invoice	Date	Description	Amount
				CYS05393113	12/20/2012	v.h. elevator maint agree 1/1-3/31/13	806.49
Check	01/28/2013	5378	Accounts Payable	Patten Industries Inc.			334.11
				Invoice	Date	Description	Amount
				P60C0224306	12/31/2012	parts	334.11
Check	01/28/2013	5379	Accounts Payable	Quill Corporation			345.83
				Invoice	Date	Description	Amount

Lemont, IL
Warrant list

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		8415402		01/08/2013	office supplies	345.83
Check	01/28/2013	5380	Accounts Payable	Rag's Electric		1,148.08
		Invoice		Date	Description	Amount
		4827-55		01/04/2013	maint agree bridge lighting	1,000.00
		8563		01/15/2013	street light lamps	148.08
Check	01/28/2013	5381	Accounts Payable	Rainbow Printing		647.71
		Invoice		Date	Description	Amount
		409459		01/08/2013	tow report forms	195.95
		409457		01/08/2013	business cards	209.85
		409472		01/16/2013	business cards-salinas	69.96
		409489		01/21/2013	office supplies	171.95
Check	01/28/2013	5382	Accounts Payable	Rex Radiator & Welding Co., Inc.		494.00
		Invoice		Date	Description	Amount
		J35230		01/08/2013	parts	494.00
Check	01/28/2013	5383	Accounts Payable	Robert I. Brown, Micro Consultant		400.00
		Invoice		Date	Description	Amount
		4284		11/29/2012	export LIPS software data	400.00
Check	01/28/2013	5384	Accounts Payable	Rod Baker Ford		193.42
		Invoice		Date	Description	Amount
		117915		01/08/2013	parts	59.30
		117991		01/11/2013	parts	134.12
Check	01/28/2013	5385	Accounts Payable	Sikich, LLP		5,773.00
		Invoice		Date	Description	Amount
		12-12-31		12/31/2012	Dec '12 fin cons svc	5,773.00
Check	01/28/2013	5386	Accounts Payable	Snap-On Industrial		402.95
		Invoice		Date	Description	Amount
		18836011		01/04/2013	scan tool update	402.95
Check	01/28/2013	5387	Accounts Payable	South Suburban Association of Chiefs of Police		150.00
		Invoice		Date	Description	Amount
		2013		01/14/2013	membership renewal dues	150.00
Check	01/28/2013	5388	Accounts Payable	Southwest Central Dispatch		24,206.54
		Invoice		Date	Description	Amount

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Batch Date: 01/28/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
		FEB2013		01/20/2013	Feb '13 assessment	24,206.54
Check	01/28/2013	5389	Accounts Payable	Southwest Digital Printing, Inc.		50.00
		Invoice		Date	Description	Amount
		01-08ma		01/02/2013	plotter maint	50.00
Check	01/28/2013	5390	Accounts Payable	Suburban Life Media		320.00
		Invoice		Date	Description	Amount
		597330		12/21/2012	12/21/12 community corner	320.00
Check	01/28/2013	5391	Accounts Payable	Terminal Supply Co.		195.48
		Invoice		Date	Description	Amount
		89566-00		01/02/2013	lamps, screws, connectors	195.48
Check	01/28/2013	5392	Accounts Payable	TigerDirect, Inc.		27,489.17
		Invoice		Date	Description	Amount
		J27247740103		01/15/2013	network equip	16,613.31
		J28592740112		01/11/2013	computers	4,715.28
		P43468740101		01/11/2013	server equipment	2,930.00
		J27247740104		01/17/2013	network equip	3,052.46
		J272477740105		01/15/2013	server equipment	178.12
Check	01/28/2013	5393	Accounts Payable	Toshiba Financial Services		794.55
		Invoice		Date	Description	Amount
		58259251		01/13/2013	90136024087 p.d. copier lease	794.55
Check	01/28/2013	5394	Accounts Payable	Toshiba Financial Services		291.20
		Invoice		Date	Description	Amount
		220148316		01/13/2013	p.d. copier	291.20
Check	01/28/2013	5395	Accounts Payable	Tri-River Police Training Region		70.00
		Invoice		Date	Description	Amount
		3434 (2)		12/10/2012	background investigation class-Oria, Jr.	70.00
Check	01/28/2013	5396	Accounts Payable	Unifirst Corporation		47.17
		Invoice		Date	Description	Amount
		062 0026488		01/14/2013	shop towel service	47.17
Check	01/28/2013	5397	Accounts Payable	Verizon Wireless		84.22
		Invoice		Date	Description	Amount
		2852601263		01/03/2013	685282853-00001 (5 lines)	84.22

Lemont, IL
Warrant list

Bank Account: Clearing - Accounts Payable

Batch Date: 01/28/2013

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	01/28/2013	5398	Accounts Payable	Warehouse Direct Office Products		894.83
	Invoice		Date	Description		Amount
		1809043-0	01/07/2013	office supplies		144.25
		1811698-0	01/08/2013	office supplies		8.45
		1821628-0	01/16/2013	office supplies		282.05
		1823905-0	01/18/2013	office supplies		264.94
		1817855-0	01/14/2013	office supplies		121.40
		1814996-0	01/10/2013	office supplies		73.74
Check	01/28/2013	5399	Accounts Payable	Water Resources Inc.		707.89
	Invoice		Date	Description		Amount
		27583	01/04/2013	water meters		707.89
Check	01/28/2013	5400	Accounts Payable	Wentworth Tire Service, Inc.		488.84
	Invoice		Date	Description		Amount
		420216	01/07/2013	tires for sewer jetter		488.84
Check	01/28/2013	5401	Accounts Payable	Zee Medical Inc.		264.19
	Invoice		Date	Description		Amount
		0100784190	01/17/2013	first aid cabinet supplies		73.49
		0100784195	01/18/2013	safety supplies		190.70
Check	01/28/2013	5402	Accounts Payable	Lemont Courtyard Condo Assoc		1,000.00
	Invoice		Date	Description		Amount
		120789	01/10/2013	refund-15419 127th St.		1,000.00
Check	01/28/2013	5403	Accounts Payable	M & R Electronic Systems, Inc.		1,460.06
	Invoice		Date	Description		Amount
		182328	10/22/2012	NEMAT voice-data		1,460.06
Clearing Accounts Payable Totals:				Transactions: 70		\$118,405.12
Checks:		70		\$118,405.12		



Village of Lemont
Planning & Economic Development Department

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

TO: Mayor Reaves #10-13
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 23, 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 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. Acadia Healthcare is mentioned as the owner of the subject property, when the owner is actually TK Behavioral LLC. The attached ordinance corrects the errors.

BOARD ACTION

Vote on the attached ordinance.

ATTACHMENTS

1. An Ordinance Correcting Scrivener's Errors 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 SCRIVENER'S ERRORS 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 28th 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 28th day of
January, 2013.**

ORDINANCE NO. _____

**AN ORDINANCE CORRECTING SCRIVENER'S ERRORS 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"), owner of the subject property and a wholly owned subsidiary of Acadia Healthcare Company, Inc.; and

WHEREAS, Ordinance O-68-12 contained scrivener's errors in that (i) the Petitioner was incorrectly identified as Timberline Behavioral, LLC, rather than the correct identification known as TK Behavioral, LLC; (ii) its parent company's name was incorrectly identified as Acadia Healthcare Inc., rather than the correct identification known as Acadia Healthcare Company, Inc.; and (iii) the parent company was incorrectly identified as the owner of the subject property rather than the correct owner, which is the Petitioner; and

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

WHEREAS, TK Behavioral, LLC is the owner of the subject property; 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 hereby 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 28th DAY OF JANUARY, 2013.**

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

Approved by me this 28th day of January, 2013

BRIAN K. REAVES, Village 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
Jeff Stein, Village Attorney
Subject: Annexation of 10970 Archer
date: Jan 24, 2013

BACKGROUND/HISTORY

On Jan 15, 2013 the Village of Lemont closed on the property at 10970 Archer as part of the Gateway Redevelopment project. This ordinance annexes the parcel and the far side of the Highway into Lemont.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinance annexing 10970 Archer

**VILLAGE OF LEMONT
ORDINANCE NO. _____**

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY .7914 ACRES AT 10970 ARCHER AVENUE**

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 28th 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 28th day of
January, 2013.**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING TO THE VILLAGE OF LEMONT
APPROXIMATELY .7914 ACRES AT 10970 ARCHER AVENUE**

WHEREAS, pursuant to Chapter 65, Act 5, Section 7-1-9 of the Illinois Compiled Statutes a municipality may annex any contiguous, uninhabited, unincorporated territory that it owns; and

WHEREAS, the Village owns the subject property (PIN 22-14-401-029-0000) described on the Plat of Annexation attached hereto as Exhibit A; and

WHEREAS, the subject property is uninhabited, not within the corporate limits of any municipality and is contiguous to the Village of Lemont; and

WHEREAS, that pursuant to Chapter 65, Act 5, Section 7-1-1 of the Illinois Compiled Statutes, the new boundary of the area annexed shall extend to the far side of any adjacent highway and shall include all of every highway with the area annexed; and

WHEREAS, the subject property and adjacent highways proposed to be annexed will continue to be serviced by the same Library District and the Lemont Fire Protection District;

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

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

Section 2. That the subject property (PIN 22-14-401-029-0000) and the adjacent highway, being accurately described and depicted on the Plat of Annexation attached hereto as Exhibit A is hereby annexed to the Village of Lemont, County of Cook, DuPage and Will, State of Illinois.

Section 3. That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance together with an accurate map of the territory annexed appended to this Ordinance as Exhibit A.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Section 5. All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

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

PLAT OF ANNEXATION – 10970 ARCHER AVENUE

P.I.N. 22-14-401-029

PLAT OF ANNEXATION

TO

THE VILLAGE OF LEMONT OF

COMMON ADDRESS:
10970 ARCHER AVENUE
LEMONT, ILLINOIS 60439

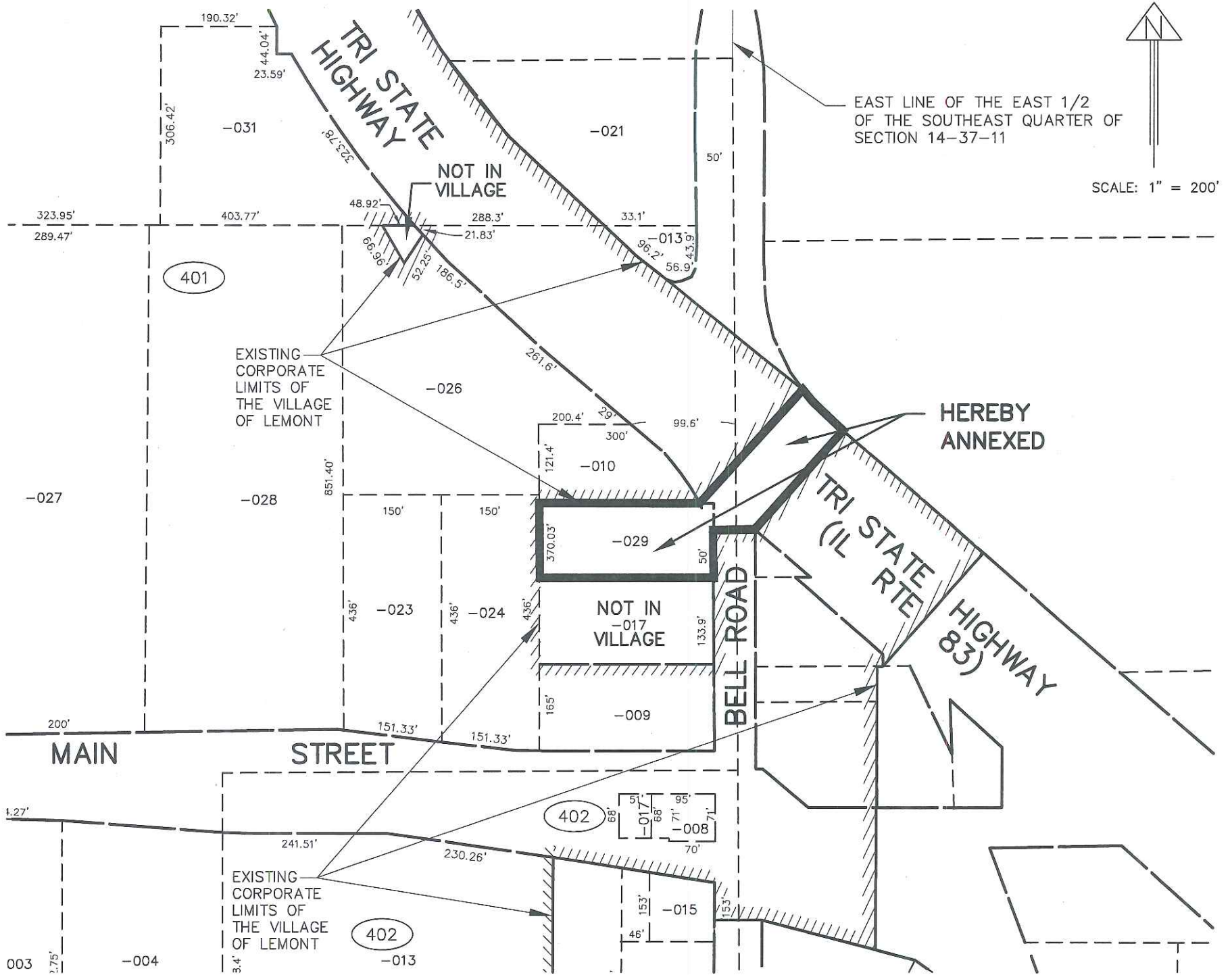
PARCEL 1:

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 AND 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.

THE NEW BOUNDARY OF THE AREA ANNEXED SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.



STATE OF ILLINOIS)
COUNTY OF COOK) S.S

THIS IS TO CERTIFY THAT VILLAGE OF LEMONT IS THE OWNER OF RECORD OF THE PROPERTY DESCRIBED HEREON DOES HEREBY CONSENT TO THE ANNEXATION GRANTED BY THIS DOCUMENT.

DATED THIS 28th DAY OF JANUARY A.D., 2013.

BY BRIAN K. REAVES, VILLAGE PRESIDENT

SIGNATURE

STATE OF ILLINOIS)
COUNTY OF COOK) S.S

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT BRIAN K. REAVES AND CHARLENE SMOLLEN OF VILLAGE OF LEMONT ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS PRESIDENT AND CLERK RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID PERSONS FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28th DAY OF JANUARY A.D., 2013.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS AT A MEETING HELD ON THIS

28th DAY OF JANUARY A.D., 2013.

BY: _____
PRESIDENT

ATTEST: _____
CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) S.S

I, JAMES L. CAINKAR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

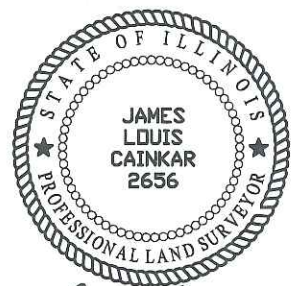
DATED AT WILLOWBROOK, ILLINOIS, THIS 28th DAY OF JANUARY A.D., 2013

James L. Cainkar
JAMES L. CAINKAR
ILLINOIS PROFESSIONAL LAND SURVEYOR
No. 2656
EXPIRES 11-30-14

DATE: 1/23/13

AFTER RECORDING PLEASE RETURN TO:

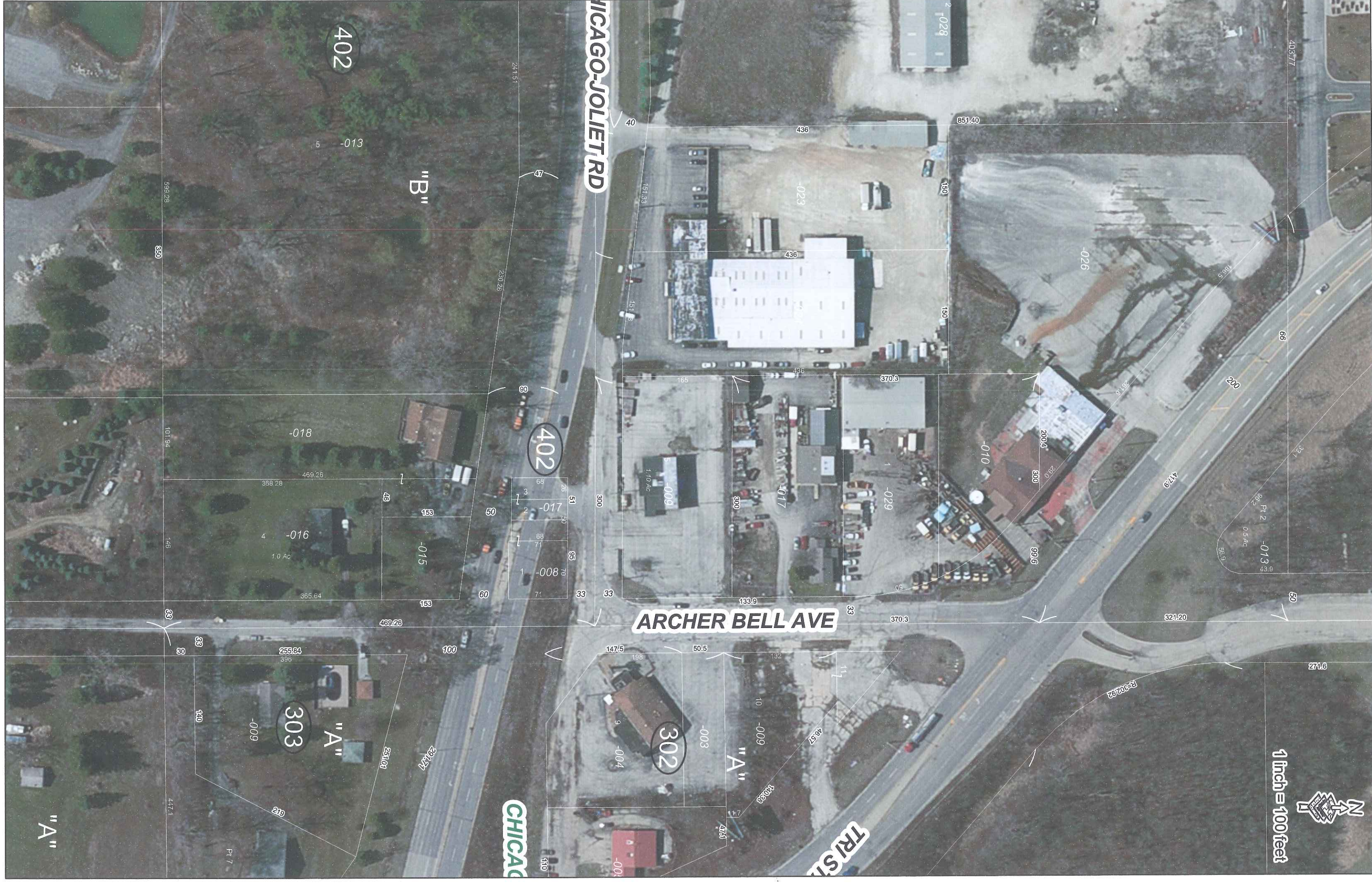
THE VILLAGE OF LEMONT
418 MAIN STREET
LEMONT, ILLINOIS 60439



James L. Cainkar
JAMES L. CAINKAR, P.E.
IL. P.L.S. NO. 2656
EXPIRES 11-30-14

PROJECT NO. 13047

SHEET 1 OF 1



402

5 -013

"B"

CHICAGO-JOLIET RD

402

1 -008

2 -017

ARCHER BELL AVE

303

"A"

302

"A"

"A"

1 Inch = 100 feet



CHICAGO

TRISTAN RD

599.28

101.94

33

4417.1

2411.51

230.26

60

50

60

100

23147.1

25584

38

140

Pt 7

165

436

1.10 Ac

300

33

50.5

10

-009

-003

47.1

147.5

9

-004

-001

017

-029

05

370.3

132

48.57

120.89

7.7

47.1

410

140

140

-023

436

436

300

33

132

10

-009

-003

47.1

140

140

851.40

150

370.3

300

33

50.5

10

-009

-003

47.1

140

140

-026

200.4

300

33

50.5

10

-009

-003

47.1

140

140

417.9

300

33

50.5

10

-009

-003

47.1

140

140

89.2

50.5 Ac

0.5 Ac

8.9

-013.3

Pt 2

50.9

321.20

321.20

321.20

403.77

66

200

32.1

50

271.6

11

48.57

120.89

7.7

47.1

140

140

140

R-302.92

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board
from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator

Subject: Complex Alternative Revenue Bonds

date: January 25, 2013

BACKGROUND/HISTORY

Attached for consideration is the Preliminary Bond Ordinance as it relates the issuance of Alternative Revenue Bonds to finance the complex project. Upon this Ordinance being approved there are several additional steps that need to take place, including additional public notice, a public hearing and a Parameter Ordinance that will approve the sale of bonds.

The Alternative Revenue being pledged includes operation revenue from the facility, sales tax, TIF increment and Income Tax.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Ordinance Approving Preliminary Bond Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF LEMONT SPORTS COMPLEX REVENUES / INCREMENTAL TAXES / GENERAL SALES TAX / REVENUE SHARING RECEIPTS ALTERNATE REVENUE SOURCE BONDS OF THE VILLAGE OF LEMONT, COOK, DUPAGE AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING A LEMONT SPORTS COMPLEX, AND RELATED COSTS

PREAMBLES

WHEREAS, the Village of Lemont, Cook, DuPage and Will Counties, Illinois (the “**Municipality**”), operates in accordance with the provisions of the Illinois Municipal Code [Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes, as supplemented and amended, including by the Local Government Debt Reform Act (collectively, the “**Act**”)] and anticipates receiving revenues from a Lemont Sports Complex (the “**Lemont Sports Complex Revenues**”) and is entitled to receive a certain distributive revenue share of proceeds of (i) Retailers’ Occupation Taxes, Service Occupation Taxes, Use Taxes and Service Use Taxes (collectively, and subject to any prior lien or pledge, “**General Sales Taxes**”) imposed, collected and distributed pursuant to applicable law and of (ii) State of Illinois income taxes (such distributive share referred to herein as the “**Revenue Sharing Receipts**”) imposed by the State of Illinois pursuant to the Illinois Income Tax Act and distributed pursuant to the State Revenue Sharing Act, and also is entitled to receive certain incremental taxes derived from the Municipality’s Downtown Canal District I Redevelopment Project Area (subject to any prior pledge, “**Incremental Taxes**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) hereby determines that it is advisable, necessary and in the best interests of the Municipality’s public health, safety and welfare to undertake the acquisition, construction and installation of a Lemont Sports Complex, and related facilities, improvements and costs (collectively, including the cost of capitalized interest, the “**Project**”); and

WHEREAS, the estimated cost of the Municipality’s portion of financing the Project, including necessary interest, engineering, legal, financial, bond discount, printing and publication costs and other expenses preliminary to and in connection with the Project is anticipated not to exceed the sum of \$21,000,000, which is to be paid from proceeds of the hereinafter described alternate bonds, being general obligation bonds as authorized by Section 15 of the Local Government Debt Reform Act, but nevertheless expected to be paid from receipts of one or more of Lemont Sports Complex Revenues, Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts, rather than by any levy of taxes; and

WHEREAS, costs of financing the Project are expected to be paid from available funds therefor and from proceeds from the sale of alternate Bonds, to be payable from one or more of Lemont Sports Complex Revenues, Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts and issued pursuant to the Act, this ordinance and one or more ordinances supplemental to this ordinance authorizing and providing for the issuance of such

alternate Bonds, prescribing the details of such alternate Bonds and providing for the collection, segregation and distribution of Lemont Sports Complex Revenues, Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts derived by the Municipality in lieu of any levy of general taxes; and

WHEREAS, the Municipality has insufficient funds to pay Project costs and, therefore, must borrow money and issue alternate Bonds in evidence thereof, at one time or from time to time and in one or more series, up to the aggregate principal amount of \$21,000,000 for such purpose, pursuant to and in accordance with the provisions of the Act.

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. Incorporation of Preambles and Determination to Issue Bonds.

The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are true, complete and correct and hereby incorporate them into this Section 1 of this ordinance by this reference thereto. It is necessary and in the best interests of the Municipality to financing the Project for the public health, safety and welfare, and that for the purpose of financing the Project there are hereby authorized to be issued and sold, at one time or from time to time as the Project funding may proceed, in one or more phases, general obligation bonds (Lemont Sports Complex Revenues and/or Incremental Taxes and/or General Sales Taxes and/or Revenue Sharing Receipts alternate revenue source(s)) of the Municipality in an aggregate principal amount up to but in any event not to exceed \$21,000,000 (the “**Bonds**”). The alternate revenue source(s) to pay debt service on the Bonds are receipts of one or more of Lemont Sports Complex Revenues, Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts.

Section 2. Publication and Notice.

After the adoption of this ordinance by the Corporate Authorities, this ordinance, preceded by the notice hereinafter described, shall be published in a newspaper (as described in the Notice by Publication Act) of general circulation in Lemont, Illinois, and of general circulation within the Municipality, and if no petition, signed by not less than the number of electors of the Municipality being equal to the greater of (i) 7.5% of the registered voters within the Municipality or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, asking that the Project be undertaken and of issuing the alternate bonds to pay costs of the Project be submitted to the electors of the Municipality, is filed with the Village Clerk within thirty (30) days after the date of the publication of this ordinance, preceded by a notice conforming with the provisions of the Local Government Debt Reform Act, then this ordinance shall be in full force and effect and the Bonds shall be authorized to be issued. If such a petition is filed, an election on the question shall be held as set forth in a form of notice complying with Section 15 of the Local Government Debt Reform Act and not inconsistent with this ordinance, and this ordinance shall not become effective until such question shall have been duly approved by a majority of the votes cast on the question at the election held as set forth in such form of notice. The Village Clerk shall have available and provide a form of petition to any person requesting one. The Village Clerk shall give notice of the foregoing provisions as set forth in substantially the form of such notice as is presented before the meeting of the Corporate Authorities at which this ordinance is adopted, subject to

completion and modification to conform with the Local Government Debt Reform Act.

Section 3. Additional Ordinances. If no petition meeting the requirements of applicable law is filed as provided above in Section 2, or if the question is approved as above set forth, then the Corporate Authorities in accordance with and pursuant to the Act may adopt additional ordinances or other proceedings supplemental to or amending this ordinance, at one time or from time to time as the Project proceeds, including in phases, providing for the issuance and sale of up to but in any event not to exceed the amount of the alternate Bonds set forth above, prescribing the details of such alternate Bonds, and providing for a levy of taxes and the collection, segregation and distribution of one or more of Lemont Sports Complex Revenues, Incremental Taxes, General Sales Taxes and Revenue Sharing Receipts for the payment of the alternate Bonds issued. Such additional or supplemental ordinances or other proceedings shall in all instances become effective in accordance with applicable law; and this ordinance, together with such supplemental and additional ordinances or other proceedings, shall constitute complete authority for the issuance of the alternate Bonds under applicable law.

Section 4. Severability and Repealer. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby repealed.

Upon motion by Trustee _____, seconded by Trustee _____, adopted upon roll call vote and recorded in the Municipality's records, this ____ day of _____, 2013.

Voting "aye" : _____

Voting "nay": _____

Other (names): _____

Approved: _____, 2013

Attest:

Village Clerk, Village of Lemont, Illinois

Village President, Village of Lemont, Illinois

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Approval of the Preliminary Engineering Services Agreement
Illinois Street (FAU 1065) Improvements:
State Street (FAU 2612) to Main Street (FAU 3587)
Section No. 11-00049-00-RS

date: January 8, 2013

BACKGROUND

The Village has applied for Federal funds from the Southwest Conference of Mayors & Manager's Conference for improvements to Illinois Street, from State Street to Main Street.

PROS/CONS/ALTERNATIVES

Approval of the Preliminary Engineering Services Agreement with Frank Novotny & Associates, Inc. is necessary for the work to be performed on Illinois Street, from State Street to Main Street, and will allow the project design work to proceed in an orderly manner. The maximum engineering agreement amount is \$150,000.00 (\$105,000.00 Federal).

RECOMMENDATION

Approval of the Preliminary Engineering Services Agreement and Resolution by the Village Board.

ATTACHMENTS

- Preliminary Engineering Services Agreement for approval.
- Resolution

VILLAGE BOARD ACTION REQUIRED

Approval of the Preliminary Engineering Services Agreement and Resolution.

#10041

RESOLUTION
RESOLUTION APPROVING PRELIMINARY ENGINEERING SERVICES AGREEMENT
FOR ILLINOIS STREET (FROM STATE STREET TO MAIN STREET)
IMPROVEMENTS PROJECT

WHEREAS, the Village of Lemont requires Design Engineering services related to Illinois Street, from State Street to Main Street;

WHEREAS, the Village of Lemont desires to enter into an Preliminary Engineering Services Agreement for Federal Participation with Frank Novotny & Associates, Inc.;

WHEREAS, the Village Board has authorized the Village President to sign the Preliminary Engineering Services Agreement for Federal Participation.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the agreements attached hereto as Exhibit A is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 28th day of January, 2013.

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

Approved by me this **28th day of January, 2013.**

CHARLENE SMOLLEN, Village Clerk


A t t e s t:

BRIAN K. REAVES, Village President

CHARLENE SMOLLEN, Village Clerk

Approved as to form: _____
Daniel P. Blondin, Village Attorney

Date: _____

Local Agency Village of Lemont	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant Frank Novotny & Associates, Inc.
County Cook		Address 825 Midway Drive
Section 11-00049-00-RS		City Willowbrook
Project No. M-9003(880)		State Illinois
Job No. D-91-118-12		Zip Code 60527
Contact Name/Phone/E-mail Address Ben Wehmeier 630-257-1509 bwehmeier@lemont.il.us		Contact Name/Phone/E-mail Address James L. Cainkar, PE, PLS 630-887-8640 jimcainkar@franknovotnyengineering.com

THIS AGREEMENT is made and entered into this 28 day of JANUARY, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Illinois Street Route FAU 1065 Length 0.64mile Structure No. N/A

Termini State Street (FAU 2612) to Main Street (FAU 3587)

Description Phase II Preliminary Engineering for Curb and gutter removal and replacement, sidewalk removal and replacement, HMA surface removal (variable depth), HMA patching, HMA Binder and Surface installation, ADA accommodation, storm sewer installation, landscaping, striping and all restoration needed for a complete project.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 300 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Frank Novotny & Associates, Inc.	36-2728920	\$118,756.00
Sub-Consultants:		
Seeco Consultants Inc.	36-3458492	\$10,590.00
Engineering Resource Assoc. Inc.	36-3686466	\$20,650.00
	Sub-Consultant Total:	\$31,240.00
	Prime Consultant Total:	\$118,756.00
	Total for all Work:	\$149,996.00

Executed by the LA:

Village of Lemont

(Municipality/Township/County)

ATTEST:

By: _____

Charlene M. Smollen Clerk

By:  _____

Title: Brian K. Reaves, Village President

(SEAL)

Executed by the ENGINEER:

ATTEST:

By:  _____

Title: John E. Fitzgerald, Secretary

Frank Novotny & Associates, Inc.

By:  _____

Title: James L. Cainkar, President

Exhibit A - Preliminary Engineering

Route: FAU 1065
 Local Agency: Village of Lemont
 (Municipality/Township/County)
 Section: 11-00049-00-RS
 Project: M-9003(880)
 Job No.: D 91-118-12

*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:
 Overhead Rate (OH) 1.3405 %
 Complexity Factor (R) 0.00
 Calendar Days 300

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
-
-
- Lump Sum

SEE ATTACHED
EXHIBIT A
PAGE 6A TO 6E

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man Hours	Payroll Rate	Payroll Costs (DL)	Overhead	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Totals		0.00							

ROUTE: FAU 1065
SECTION: 11-00049-00-RS
PROJECT: M-9003(880)
COUNTY: Cook
JOB NO: D-91-118-12
TYPE OF FUNDING: STU

PROJECT: Village of Lemont
Illinois Street Resurfacing
PHASE: 2

EXHIBIT A
CONSULTANT SERVICES COST ESTIMATE
FRANK NOVOTNY & ASSOCIATES, INC.

Project #10041

DATE: 12/10/12

SHEET 1 OF 5

COMPLEXITY FACTOR, R = 0

ITEM NO.	ITEM	NUMBER OF MAN HOURS	PAYROLL RATE	PAYROLL AMOUNT (DL)	OVERHEAD AND FRINGE BENEFITS 1.4	INHOUSE DIRECT COSTS	SUBTOTAL	PROFIT 14.50% 1.40	SERVICES BY OTHERS *A*	TOTALS	PERCENT OF GRAND TOTAL
		A	B	C	D	E	F	G	H	I	J
1	Early Coordination	21	\$ 62.40	\$ 1,310	\$ 1,834		\$ 3,145	\$ 456		\$ 3,601	2.40
2	Data Collection & Review	75	\$ 51.59	\$ 3,870	\$ 5,417		\$ 9,287	\$ 1,347		\$ 10,634	7.09
3	Topographic Survey	108	\$ 34.99	\$ 3,779	\$ 5,290		\$ 9,069	\$ 1,315		\$ 10,384	6.92
4	Plan Preparation	350	\$ 51.42	\$ 17,997	\$ 25,196		\$ 43,193	\$ 6,263	\$ 20,650	\$ 70,106	46.74
5	Specifications	80	\$ 59.71	\$ 4,777	\$ 6,688		\$ 11,465	\$ 1,662		\$ 13,127	8.75
6	Quantities	90	\$ 58.43	\$ 5,258	\$ 7,362		\$ 12,620	\$ 1,830		\$ 14,450	9.63
7	Cost Estimate	60	\$ 34.98	\$ 2,099	\$ 2,938		\$ 5,037	\$ 730		\$ 5,768	3.85
8	Meetings	15	\$ 34.49	\$ 517	\$ 724		\$ 1,242	\$ 180		\$ 1,422	0.95
9	Administration	45	\$ 59.71	\$ 2,687	\$ 3,762		\$ 6,449	\$ 935		\$ 7,384	4.92
10	Geotechnical Engineering	16	\$ 57.58	\$ 921	\$ 1,290		\$ 2,211	\$ 321	\$ 10,590	\$ 13,122	8.75
		860		\$ 43,215	\$ 60,501	\$ -	\$ 103,717	\$ 15,039	\$ 31,240	\$ 149,996	100.00

DESCRIPTION OF SERVICES: "A"

Seeco Consultants Inc. - Geotechnical Engineering and Analysis - See Attached Quote

Engineering Resource Assoc., Inc. - Sewer Design - See Attached Quote

EXHIBIT A

ROUTE: FAU 1065
 SECTION: 11-00049-00-RS
 PROJECT: M-9003(880)
 JOB NO: D-91-118-12

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 2 of 5

PROJECT: Village of Lemont
 Illinois Street Resurfacing

Date: 12/28/12

TYPE OF FUNDING: STU

PHASE: 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 1 Early Coordination		ITEM 2 Data Collection & Review		ITEM 3 Topographic Survey	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00	70	49.00	10	7.00		
PROJECT MANAGER	57.14	15	8.57	50	28.57	10	5.71
CIVIL ENGINEER 1	36.41						
SENIOR TECHNICIAN	40.06			40	16.02		
SURVEYING TECHNICIAN	41.98					50	20.99
CAD TECHNICAN	32.16	15	4.82			10	3.22
GIS TECHNICIAN	19.55					20	3.91
TECHNICAL ASSISTANT	11.57					10	1.16
AVERAGE PAYROLL RATE		100	\$62.40	100	\$51.59	100	\$34.99

EXHIBIT A

ROUTE: FAU 1065
 SECTION: 11-00049-00-RS
 PROJECT: M-9003(880)
 JOB NO: D-91-118-12

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 3 of 5

PROJECT: Village of Lemont
 Illinois Street Resurfacing

Date: 12/28/12

TYPE OF FUNDING: STU

PHASE: 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 4 Plan Preparation		ITEM 5 Specifications		ITEM 6 Quantities	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00	20	14.00	20	14.00	10	7.00
PROJECT MANAGER	57.14	40	22.86	80	45.71	90	51.43
CIVIL ENGINEER 1	36.41	40	14.56				
SENIOR TECHNICIAN	40.06						
SURVEYING TECHNICIAN	41.98						
CAD TECHNICAN	32.16						
GIS TECHNICIAN	19.55						
TECHNICAL ASSISTANT	11.57						
AVERAGE PAYROLL RATE		100	\$51.42	100	\$59.71	100	\$58.43

EXHIBIT A

ROUTE: FAU 1065
 SECTION: 11-00049-00-RS
 PROJECT: M-9003(880)
 JOB NO: D-91-118-12

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 4 of 5

PROJECT: Village of Lemont
 Illinois Street Resurfacing

Date: 12/28/12

TYPE OF FUNDING: STU

PHASE: 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 7 Cost Estimate		ITEM 8 Meetings		ITEM 9 Administration	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00	10	7.00	10	7.00	20	14.00
PROJECT MANAGER	57.14					80	45.71
CIVIL ENGINEER 1	36.41	50	18.21	40	14.56		
SENIOR TECHNICIAN	40.06						
SURVEYING TECHNICIAN	41.98						
CAD TECHNICIAN	32.16	25	8.04	25	8.04		
GIS TECHNICIAN	19.55			25	4.89		
TECHNICAL ASSISTANT	11.57	15	1.74				
AVERAGE PAYROLL RATE		100	\$34.98	100	\$34.49	100	\$59.71

EXHIBIT A

ROUTE: FAU 1065
 SECTION: 11-00049-00-RS
 PROJECT: M-9003(880)
 JOB NO: D-91-118-12

AVERAGE HOURLY PROJECT RATES
CONSULTANT: FRANK NOVOTNY & ASSOCIATES, INC.

Sheet 5 of 5

PROJECT: Village of Lemont
 Illinois Street Resurfacing

Date: 12/28/12

TYPE OF FUNDING: STU

PHASE: 2

EMPLOYEE CLASSIFICATION	HOURLY SALARY	ITEM 10 Geotechnical Engineering		ITEM 11		ITEM 12	
		% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE	% PARTIC.	WAGE RATE
	\$	%	\$	%	\$	%	\$
PRINCIPAL	70.00	30	21.00				
PROJECT MANAGER	57.14	50	28.57				
CIVIL ENGINEER 1	36.41						
SENIOR TECHNICIAN	40.06	20	8.01				
SURVEYING TECHNICIAN	41.98						
CAD TECHNICIAN	32.16						
GIS TECHNICIAN	19.55						
TECHNICAL ASSISTANT	11.57						
AVERAGE PAYROLL RATE		100	\$57.58				



Illinois Department of Transportation

Engineering Payment Report

Prime Consultant

Name: Frank Novotny & Assoc., Inc.
Address: 825 Midway Drive Willowbrook Il. 60527
Telephone: 630-887-8640
TIN Number: 36-2728920

Project Information

Local Agency: Village of Lemont
Section Number: 11-00049-00-RS
Project Number: M-9003(880)
Job Number: D 91-118-12

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Table with 3 columns: Sub-Consultant Name, TIN Number, Actual Payment from Prime. Includes entries for Seeco Consultants Inc. and Engineering Resourc Assoc., Inc. A large diagonal watermark reads 'TO BE FILLED OUT AFTER THE PROJECT IS COMPLETE'. Summary rows at the bottom include Sub-Consultant Total, Prime Consultant Total, and Total for all Work Completed.

Signature of James L. Cainkar

Signature and title of Prime Consultant - James L. Cainkar, President

1-29-13

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

Illinois Street Rehabilitation

Section 11-00049-00-RS

Project M-9003(880)

Job D-91-118-12

SCHEDULE

February 2013-Phase 2 Engineering Agreement Approval

March, 2013 – Survey

April to September, 2013 – Design

October, 2013 – Phase 2 Engineering Complete

January, 2014 - Target Letting



Village of Lemont

418 Main Street • Lemont, Illinois 60439

Village of Faith

December 10, 2012

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

Mr. John Fortmann, P.E.
Acting Deputy Director of Highways
Region One Engineer
Illinois Department of Transportation
Division of Highways/District 1
201 West Center Court
Schaumburg, IL 60196-1096

Re: Illinois Street Rehabilitation
Section No.: 11-00049-00-RS
Project No.: M-9003(880)
Job No.: D-91-118-12

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) 257-1598

Engineering Department

phone (630) 257-2532
fax (630) 257-3068

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

Dear Mr. Fortmann:

Please be advised that the Village of Lemont has selected Frank Novotny & Associates, Inc. to perform engineering services for the above-captioned improvement. Their office has performed engineering services on various portions of this project, and is very familiar with all of the aspects dealing with its construction. We have the utmost confidence in their ability to perform the design engineering and, therefore, propose to engage their services for this task.

If you have any questions regarding the above, please do not hesitate to call.

Very truly yours,

VILLAGE OF LEMONT

Ben Wehmeier, Village Administrator

BW/tk

cc: Mr. James L. Cainkar, P.E. P.L.S., Frank Novotny & Associates, Inc.
File No. 10041

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

November 8, 2012

Mr. James L. Cainkar, P.E.
Frank Novotny & Associates, Inc.
825 Midway Drive
Willowbrook, Illinois 60521

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Proposed Illinois Street Storm Sewer Improvements
Lemont, IL Sec. No. 11-00049-00-RS

Dear Mr. Cainkar:

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information and have visited the site. The proposal has been based upon your criteria.

The scope of work SEECO is prepared to undertake is as follows:

- Perform 13 soil borings to nominal depths of 10' below existing surface (anticipated top of apparent bedrock). The borings will be located in general accordance with the site plans provided and may be offset as required to facilitate access. Borehole depths will be to stated depths or auger/spoon refusal, (apparent bedrock), whichever is achieved first. The existing pavement will be cored prior to drilling and sampling. One flag person is anticipated and elevations will be interpolated from the plans provided to us.
- The resulting geotechnical soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual classification, moisture content, and unconfined compressive strength will be performed on all samples.
- Upon completion of the field exploration and laboratory testing a written Geotechnical Report will be prepared under the direction of a Registered Professional Engineer of Illinois. The report will encompass the subsurface soil conditions, laboratory data, encountered groundwater elevations, existing pavement cross sections, depth to apparent bedrock, if encountered and general construction considerations. Recommendations regarding installation of the storm sewer will be provided. Pavement replacement/patch and overlay recommendations will be provided also. Boring logs will be prepared in lieu of profile drawings. JULIE will be contacted. SEECO is not responsible for mismarked or unmarked utilities. It is not anticipated that this report will be subject to IDOT review.

The estimated costs for these services are \$10,590.00. Invoicing terms are net due 30 days from date of invoice. Additional drilling and sampling, if required due to soil conditions will be charged at \$30.00/lin.ft. Approval will be obtained prior to initiating additional work, if any.

PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Proposed Illinois Street Storm Sewer Improvements,
Lemont, IL Sec. No. 11-00049-00-RS

November 8, 2012
Page 2

We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth. Assumes all drilling locations will be accessible to a truck mounted drill rig.

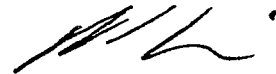
If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

APPROVED:

SEECO Consultants, Inc.

Name of Firm



Donald C. Cassier
Director of Field Services

Authorized Signature



Collin W. Gray, S.E., P.E.
President

Date

Please sign one copy and return it to our
office and retain one copy for your files.

DCC:arm

Attachment

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SEECO Consultants Inc. - General Conditions-11/10

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.



ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

December 5, 2012

Mr. James L. Cainkar, PE, PLS
Frank Novotny & Associates, Inc.
825 Midway Drive
Willowbrook Drive 60527

**SUBJECT: Proposal for Engineering Services
Illinois Street Rehabilitation
State Street to Main Street
MFT Section No. 11-00049-00-RS**

Dear Jim:

In accordance with your request, Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering services for the subject project. The proposal has been prepared in accordance with your letter dated November 1, 2012, our recent phone conversation, a review of preliminary plans and topography and our experience on similar assignments.

Frank Novotny & Associates, Inc. (FNA) has been retained by the Village of Lemont to provide engineering services for the reconstruction of Illinois Street from approximately State Street to Main Street a distance of approximately 3,000 feet. The project is being partially funded by IDOT, and therefore must be designed per IDOT standards and guidelines.

FNA now desires to retain ERA to provide storm sewer system design services as subconsultants to FNA. The storm sewer design will need to conform to IDOT standards as provided in the IDOT Drainage Manual. It is our understanding that a formal IDOT Location Drainage Study will not be required as the roadway will be transferred to the Village of Lemont.

Based upon the preliminary engineering plans provided, it appears that four drainage outlets exist. One outlet utilizes the downtown tunnel that has experienced past drainage issues. It is our understanding that this tunnel will not be evaluated or replaced as part of this project. It is also our understanding that the improvements will not impact the regulatory floodplains or wetlands, nor will any stormwater detention be required for the project.

Scope of Services

ERA will provide engineering services in accordance with the following work plan.

1. Data Gathering – Acquire background data from various sources including:
 - a. Preliminary proposed and existing conditions plans by FNA
 - b. Cross sections showing existing and preliminary improvements and right of way limits from FNA

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
T 630.393.3060
F 630.393.2152

Geneva
501 West State Street, Suite 203
Geneva, IL 60134
T 630.262.8689
F 630.262.8698

Chicago
10 South Riverside Plaza, Suite 1800
Chicago, IL 60606
T 312.683.0110
F 312.474.6099

Champaign
3002 Crossing Court
Champaign, IL 61822
T 217.351.6268
F 217.355.1902

- c. Topographic survey information from FNA
 - d. One-foot or two-foot topographic contours from Cook County.
 - e. Drainage and utility plans for adjacent improvements from FNA and the Village of Lemont
 - f. Plans for adjacent improvements from FNA and Village of Lemont
 - g. Drainage studies for adjacent developments from FNA and Village of Lemont
 - h. Drainage studies for adjacent developments from FNA and the Village of Lemont
 - i. Flood insurance mapping and reports from FEMA
 - j. Aerial images from various sources
2. Existing Drainage Plan (EDP)
- a. Determine location, size and other data for existing pipes, culverts, ditches and outfalls from gathered information.
 - b. Delineate tributary areas from contour mapping and existing conditions plans.
 - c. Determine time of concentrations and "C" values from gathered information.
 - d. Analyze existing flow volumes and velocities in existing pipes, culverts, ditches and outfalls and evaluate suitability for continued use and outlet sensitivity. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures. For the purposes of this proposal, it is assumed that the existing outlets will be capable of accommodating proposed flows so that no detention storage or pipe oversizing will be required.
 - e. Prepare EDP using FNA preliminary plans as a base. The EDP will show external areas draining to the right of way, sheet and concentrated flow entering the highway drainage system, drainage summits, drainage divides, existing drainage facilities, and outlets. The EDP will also show tributary areas and "C" values for each drainage area identified.
 - f. The source and capacity basis analysis for the downtown tunnel will utilize previous studies.
3. Proposed Drainage Plan (PDP)
- a. Evaluate cross sections and preliminary plans to see if additional right of way or drainage easements may be needed.
 - b. Evaluate proposed drainage alternatives to develop preferred improvements. It is our understanding stormwater detention is not required for this project.
 - c. Delineate tributary areas from contour mapping and proposed conditions plans.
 - d. Determine time of concentrations and "C" values from gathered information.
 - e. Analyze proposed flow volumes and velocities in proposed storm sewers, ditches and culverts. Determine conformance with IDOT standards. Storm sewer flows will be analyzed using the Rational Method in accordance with IDOT procedures.
 - f. Design inlet spacing in accordance with IDOT procedures.
 - g. Prepare Proposed Drainage plan by marking proposed drainage facilities onto FNA proposed conditions plan and profile sheets. Final drafting for Phase II plans will be performed by FNA.
 - h. The source and capacity basis analysis for the downtown tunnel will utilize previous studies.



4. Abbreviated LDS Report – ERA will prepare an abbreviated location drainage study report that includes an overall project summary, a summary of existing drainage conditions, and a summary of proposed drainage conditions. It will also include the EDP and PDP sheets and background calculations.

For the purposes of this proposal, it is assumed that a hydraulic report and analysis will not be required for the downtown tunnel, just east of Lemont Street, nor any of the other connections to storm sewer along the project limits. It is assumed that none of the downstream culverts to which the proposed storm sewer will be connecting will need to be modified to accommodate the construction.

Services Not Included

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee:

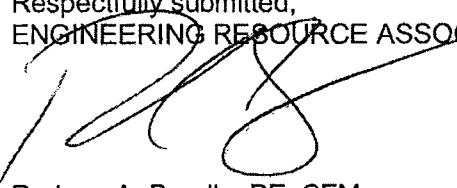
- Surveying
- Permitting
- Formal IDOT LDS
- Drafting – any modifications needed to the plans will be hand marked on the plans provided by FNA.
- Construction Documents
- Stormwater detention Design or Analysis
- Right-of-way Acquisition

Fees

Fees for engineering services described in this revised proposal are proposed on a Cost-Plus, not to exceed basis using our 2012 IDOT approved overhead rate of 157.42%. The total, not to exceed fee for this assignment is **\$20,650.27**. A detailed cost estimate of consultant services summary is provided at the end of this proposal.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below (Exhibit 1) and return one (1) copy for our files. Receipt of executed proposal along will serve as authorization to continue with the project to the full extent of the contract. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this proposal for engineering services.

Respectfully submitted,
ENGINEERING RESOURCE ASSOCIATES, INC.



Rodney A. Beadle, PE, CFM
President

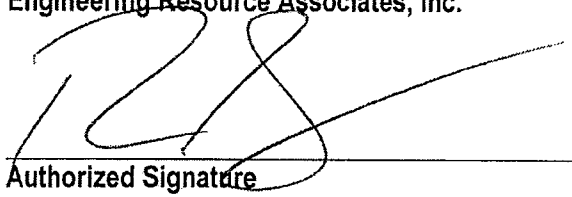


Exhibit 1

Acceptance & Authorization Form – December 5, 2012 Proposal
Illinois Street Rehabilitation
Main Street to State Street
Village of Lemont

Engineering Resource Associates, Inc.

Frank Novotny & Associates, Inc.


Authorized Signature

Authorized Signature

Rodney A. Beadle, P.E, CFM , President
Printed Name and Title

Printed Name and Title

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f

Date

Please Provide Contact Information:

Mailing Address:
(please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via:

Email USPS Mail Email & USPS Mail

If different than above address,
invoices should be addressed to:

Attn:

Invoice Email Address (if different than above)



Engineering Resource Associates, Inc.**GENERAL TERMS AND CONDITIONS**

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.



The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of



inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either



party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.
19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter



furnish to the other party by written notice as herein provided.

22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:
- Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.
26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous



materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS



**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

DF-824-034
REV 12/04

FIRM

Engineering Resource Associates, Inc.

DATE

12/05/12

PTB

LDS Assistance

OVERHEAD RATE

1.5742

PRIME/SUPPLEMENT

Illinois Street Rehabilitation

COMPLEXITY FACTOR

0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Data Gathering	22	898.18	1,413.91		332.33				2,644.42	12.81%
	Existing Drainage Plan	66	2,513.92	3,957.41		930.15				7,401.48	35.84%
	Proposed Drainage Plan	66	2,513.92	3,957.41		930.15				7,401.48	35.84%
	Abbreviated LDS Report	26	998.60	1,572.00	62.80	369.48	200.00			3,202.88	15.51%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	180	6,924.62	10,900.74	62.80	2,562.11	200.00	0.00	0.00	20,650.27	100.00%

DBE 0.00%

DBE

PREPARED BY THE AGREEMENTS UNIT

Printed 12/5/2012 3:19 PM

Direct Cost Summary
 Engineering Resource Associates, Inc.
Illinois Street Rehabilitation
State Street to Main Street
Village of Lemont
 12/5/2012

Task	Item	Quantity	Units	Unit Price	Cost
In-house Direct Costs					
	Mileage		80 miles	\$0.56	\$44.40
	Tolls		8 tolls	\$0.80	\$6.40
	Printing (8 1/2" x 11")	200	each	\$0.06	\$12.00
	Printing (24"x36")	20	each	\$0.60	\$12.00
	Subtotal				<u>\$62.80</u>
Outside Direct Costs					
	Printing		1 LS	\$200.00	\$200.00
	Subtotal				<u>\$200.00</u>

Village Board

Agenda Memorandum

Item #

to: Mayor Brian K. Reaves
Village Board of Trustees

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

subject: Approval of the Local Agency Agreement for Federal Participation
Illinois Street (FAU 1065) Improvements
State Street (FAU 2612) to Main Street (FAU 3587)
Section No. 11-00049-00-RS

date: January 8, 2013

BACKGROUND

The Village has applied for Federal funds from the Southwest Conference of Mayors & Manager's Conference for the improvements to Illinois Street, from State Street to Main Street.

PROS/CONS/ALTERNATIVES

Approval of Local Agency Agreement for Federal Participation with IDOT is necessary for the work to be performed on Illinois Street, from State Street to Main Street, and will allow the project design work to proceed in an orderly manner. The maximum engineering agreement amount is \$150,000.00 (Federal Share is \$105,000.00).

RECOMMENDATION

Approval of the Local Agency Agreement for Federal Participation; and Resolution, by the Village Board.

ATTACHMENTS

- Local Agency Agreement for Federal Participation for approval.
- Resolution

VILLAGE BOARD ACTION REQUIRED

Approval of the Local Agency Agreement for Federal Participation; and Resolution.

#10041

**RESOLUTION APPROVING LOCAL AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION FOR ILLINOIS STREET
(FROM STATE STREET TO MAIN STREET) IMPROVEMENTS PROJECT**

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the Illinois Street, from State Street to Main Street; and,

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

WHEREAS, 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 LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, ON THE 28TH 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, Village President

ATTEST:

CHARLENE M. SMOLLEN, Village Clerk



**Local Agency Agreement
for Federal Participation**

Local Agency Village of Lemont	State Contract	Day Labor	Local Contract X	RR Force Account
Section 11-00049-00-RS	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-118-12	M-9003(880)		

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Illinois Street Route FAU 1065 Length 0.64 mile
 Termini State Street to Main Street

Current Jurisdiction LA Existing Structure No N/A

Project Description

Phase II Preliminary Engineering for HMA surface removal, pavement patching and HMA resurfacing including curb and gutter and sidewalk removal and replacement, ADA accomodations, storm sewer installation, striping and landscaping.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	105,000	(*)		()	45,000	(BAL)	150,000
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 105,000		\$		\$ 45,000		\$ 150,000

*Maximum FHWA (STU) participation 70% not to exceed \$105,000.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Brian K. Reaves

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)


(Signature) _____ Date _____

The above signature certifies the agency's TIN number is 36-6005968 conducting business as a Governmental Entity.

DUNS Number 007345142

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Ann L. Schnelder, Secretary of Transportation _____ Date _____

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer _____ Date _____

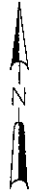
Ellen J. Schanzle-Haskins, Chief Counsel _____ Date _____

Matthew R. Hughes, Director of Finance and Administration _____ Date _____

VILLAGE OF LEMONT, ILLINOIS ILLINOIS STREET REHABILITATION

LOCATION MAP ILLINOIS STREET - STATE STREET (FAU 2612) TO MAIN STREET (FAU 3587)

DENOTES
PROJECT
LOCATION



SCALE: 1"=1200'

PROJECT ENDS
AT
MAIN STREET
(FAU 3587)

PROJECT BEGINS
AT
STATE STREET
(FAU 2612)

PROJECT ENDS
AT
MAIN STREET
(FAU 3587)

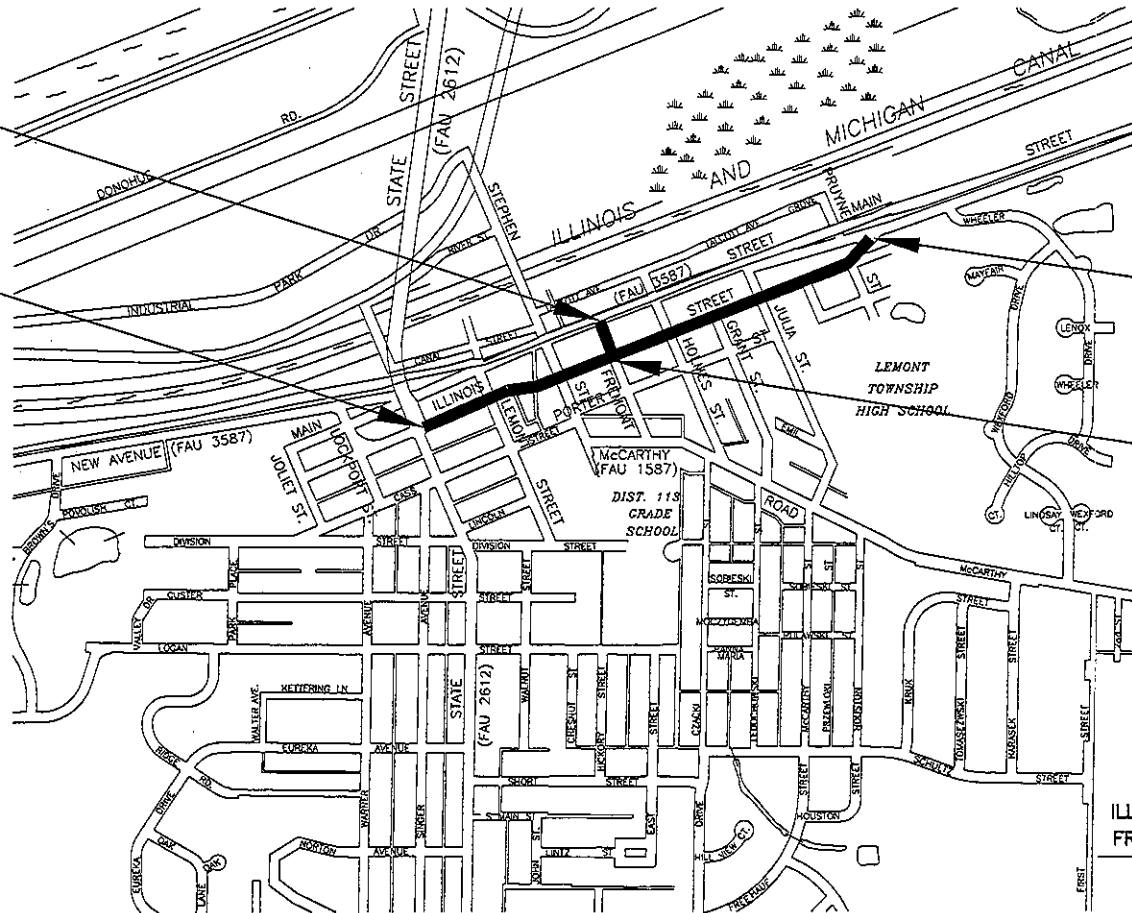

PROJECT BEGINS
AT
ILLINOIS STREET
(FAU 2612)

● ILLINOIS ST. IS
PROPOSED
RESURFACING

● FREMONT ST. IS
PROPOSED AS
STORM SEWER
ROUTING

NOTE:
WORK ON FREMONT STREET
CONSISTS OF STORM
SEWER WORK ONLY.

NET LENGTH
ILLINOIS STREET = 3,327 FT (0.63 miles)
FREMONT STREET = 205 FT (0.04 miles)
TOTAL = 3,532 FT (0.67 miles)

Frank Novotny & Associates, Inc.
225 Midway Drive • Willowbrook, IL • 60527 • Telephone: (630) 887-8640 • Fax: (630) 887-0132
Civil Engineers/
Municipal Consultants
Illinois Professional Design Firm No. 184-000928

PROJECT
VILLAGE OF LEMONT, ILLINOIS
ILLINOIS STREET REHABILITATION

LOCATION MAP

**Village Board
Agenda Memorandum**

Item #

to: Mayor & Village Board

from: Ben Wehmeier, Village Administrator
George Schafer, Assistant Village Administrator
Jeff Stein, Village Attorney

Subject: Resolution Approving Settlement Agreement and Release

date: Jan 24, 2013

BACKGROUND/HISTORY

This resolution approves and ratifies a settlement agreement and release relating to actions brought forward by Robert Weinert. This Settlement Agreement results in the dismissal of suits against the Village and its full release.

RECOMMENDATION

ATTACHMENTS (IF APPLICABLE)

Resolution Approving Settlement Agreement and Release

Resolution No. _____

**A Resolution Approving Settlement Agreement and Release
(Weinert v. Village of Lemont)**

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

SECTION ONE: The Settlement Agreement and Release relating to two lawsuits filed by Robert Weinert (*Weinert v. Village of Lemont*, Case No. 09 C 06889; *Wienert v. Village of Lemont*, Case No. 13 C 235), attached hereto as Exhibit A and incorporated in its entirety, is hereby approved.

SECTION TWO: The ~~Mayor and/or Village Clerk~~ Village Administrator's signature ~~on -are authorized to execute~~ the Settlement Agreement and Release is hereby approved and ratified ~~and to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this resolution.~~

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

Settlement Agreement and Release

This Agreement is made this 17th day of January, 2013.

The parties to this Agreement are ROBERT WEINERT and the VILLAGE OF LEMONT (“VILLAGE”).

The parties having agreed to settle two lawsuits filed by ROBERT WEINERT, commonly known as *Weinert v. Village of Lemont*, Case No. 09 C 06889, and *Weinert v. Village of Lemont*, Case No. 13 C 235, both pending in the U.S. District Court for the Northern District of Illinois, Eastern Division (the “Litigation”), agree as follows:

The parties agree that, in consideration for the terms and payments as set forth below, this agreement shall serve as a full and complete release of any and all claims as may presently exist, as to the VILLAGE so as to bar ROBERT WEINERT from pursuing any litigation or claim against the VILLAGE in the future, arising out of any of the same facts as set forth in the Litigation.

ROBERT WEINERT agrees that he will voluntarily dismiss, pursuant to the terms of this settlement agreement, both of the lawsuits that comprise the Litigation and agrees that he has not filed and will not file any other claim or litigation arising out of his employment with the VILLAGE arising from any act or occurrence up to the date of execution. To the extent that any notification must be made to the EEOC, WEINERT or his counsel will make that notification. ROBERT WEINERT also agrees to withdraw or notify the appropriate Village or union officials of the withdrawal of any grievances filed by WEINERT with the Village that may still be pending. The parties will jointly stipulate to dismiss the Litigation, with prejudice, each party bearing its/his own fees and costs.

The VILLAGE agrees that following his shift which began on January 17, 2013, ROBERT WEINERT, will be allowed to utilize all of his available vacation time, compensatory or “Comp” time and sick days (totaling 885.07 hours), so as to allow him to retire effective June 16, 2013. In doing so, ROBERT WEINERT will not be required to report to work again as a police officer for the VILLAGE following the end of his shift which commenced on January, 17, 2013

The VILLAGE agrees to continue to compensate ROBERT WEINERT as a 2184 hour employee at the rate of \$82,004.10 per annum from the date of the execution of this agreement through April 30, 2013. The VILLAGE agrees that ROBERT WEINERT will be entitled to an increase as a 2184 hour police officer employee to the rate of \$84,054.20 per annum commencing May 1, 2013 through the date of his retirement on June 16, 2013. ROBERT WEINERT’s annual salary for pension purposes at retirement will be \$84,054.20.

ROBERT WEINERT agrees that as of the date of his retirement on June 16, 2013, he will

be deemed to have exhausted all of his available vacation time, compensatory or "Comp" time and sick days, and that the VILLAGE will owe him no further compensation of any kind whatsoever, except for his pension.

ROBERT WEINERT agrees that even though he will remain on the payroll of the VILLAGE until June 16, 2013, he will have no authority to represent himself as an employee of the Village of Lemont or as a police officer with the Village of Lemont after the completion of his shift on January 18, 2013. WEINERT agrees that he will return all equipment required to be returned to the VILLAGE except for his Police Officer Commission Card. WEINERT also agrees to return all badges, including any that may have been purchased by him personally. Any badges personally purchased by WEINERT will be encased in Lucite by the VILLAGE at no cost to WEINERT and returned to him for display purposes.

In consideration of the foregoing, the VILLAGE agrees to waive its right to recover any and all costs and fees which it would be entitled to recover from ROBERT WEINERT as the prevailing party on the VILLAGE's motion for summary judgment.

The VILLAGE further agrees that it will issue ROBERT WEINERT a retirement badge and Retirement Commission Card indicating his retirement as a police officer with the Village of Lemont on or before on June 16, 2013. ROBERT WEINERT will return his Police Officer Commission Card at the time that he receives his Retirement Commission Card and retirement badge.

In consideration for the forgoing, ROBERT WEINERT does hereby release and forever discharge the VILLAGE, the Intergovernmental Risk Management Agency, and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns from any and all claims, demands, damages, costs, expenses, attorneys' fees, loss of services, actions and causes of action, arising from any act or occurrence up to the date of execution and particularly on account of all personal injury, emotional distress, loss of liberty, Civil Rights violation, constitutional deprivation, disability, loss or damages of any kind already sustained or that he may hereafter sustain in consequence of the alleged age discrimination and all related matters, including, but not limited to, those matters set forth in the Litigation and any predecessor filings with the Equal Employment Opportunity Commission and/or the Illinois Department of Human Rights.

To procure payment of the said sum, ROBERT WEINERT hereby declares: that he is more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties hereby released, have induced him to make this settlement; that there has been taken into consideration not only the claimed ascertained injuries, disabilities and damages, but any which might arise in the future arising from any act or occurrence up to the date of execution.

ROBERT WEINERT agrees that the VILLAGE admits no liability of any sort by reason of the alleged age discrimination and/or retaliation claim, and that the resolution and compromise of disputed claims is made to terminate further controversy, costs and expenses arising from claims that have heretofore been asserted or that might hereafter have been asserted because of said occurrence.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Signed this ___ day of January, 2013

Robert Weinert

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)


On this ___ day of January, 2013, before me personally appeared Robert Weinert, personally known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public

Attest:

Village of Lemont, a municipal corporation:

Linda Molitor, Dep. Village Clerk

By: 

Benjamin P. Wehmeier

Title: Village Administrator

Signed this ___ day of January, 2013