# Village of Lemont

**Mayor** Brian K. Reaves

Village Clerk Charlene Smollen

**Administrator** George J. Schafer



#### **Trustees**

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

# **VILLAGE BOARD MEETING**

September 9, 2013 – 7:00 PM Village Hall – 418 Main Street

#### **AGENDA**

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
  - A. Approval of Minutes
    - 1. August 26, 2013 Village Board Meeting Minutes
    - 2. August 19, 2013 Committee of the Whole Minutes
  - **B.** Approval of Disbursements
  - C. Resolution Appointing Eileen M. Donahue Delegate to the Intergovernmental Risk Management Agency (IRMA) (Administration)(Reaves)(Schafer)
- IV. MAYOR'S REPORT
  - A. Proclamation "It Can Wait" Pledge (VV)
  - **B.** Audience Participation
- V. CLERK'S REPORT
  - A. Correspondence
  - **B.** Ordinances
    - Ordinance Approving Sublease Agreement with Canal Corridor Association
       (Administration)(Reaves)(Schafer)
  - C. Resolutions
    - 1. Resolution Approving Agreement for Participation for Traffic Signal Upgrades Project (Public Works)(Blatzer)(Pukula)

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

# MINUTES VILLAGE BOARD MEETING August 26, 2013

The regular meeting of the Lemont Village Board was held on Monday, August 26, 2013, at 7:00 p.m., presided by Pro-tem Debby Blatzer.

#### I. PLEDGE OF ALLEGIANCE

#### II. ROLL CALL

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

#### III. CONSENT AGENDA

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

## A. Approval of Minutes

1. Approval of August 12, 2013 Village Board Meeting Minutes.

# **B.** Approval of Disbursements

C. Ordinance O-33-13 Amending Ordinance 725 Establishing a Pay Plan and Schedule of Authorized Potions.

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

#### IV. MAYOR'S REPORT

#### V. CLERK'S REPORT

#### A. Ordinances

- Ordinance O-34-13 Granting a Special Use to Allow a Parking Lot as an Accessory Structure permitted to be Located Elsewhere than on the Same Zoning Lot for Which a Primary Structure or Building is Located and Served by Such Parking Lot, at 217 Cass Avenue, in Lemont, IL (St. Pat's Parking Lot). Motion by Miklos, seconded by Chialdikas, to adopt said ordinance. Roll call: Chialdikas, Miklos, Sniegowski, Stapleton, Blatzer; 5 ayes. Motion Passed. Virgilio absent.
- 2. Ordinance O-35-13 Granting a Special Use for a Container Storage Yard to be Used as a School Bus Terminal and Minor Repair Facility at 11295 Lemont Road, in Lemont, IL (Westway Coach, Inc. School Bus Terminal). Motion by Stapleton, seconded by Sniegowski, to adopt said ordinance. Marian Schmit, 12821 Marian Drive asked why they want to come to Lemont when they don't service Lemont. Dick Schmit, 12821 Marian Drive, had many questions about the use and traffic in the Village. Roll Call: Chialdikas, Miklos, Sniegowski, Stapleton, Blatzer; 5 ayes. Motion Passed. Virgilio absent.

3. Ordinance O-36-13 Authorizing Sale and Disposal of Surplus Village Property. Motion by Miklos, seconded by Sniegowski, to adopt said ordinance. Roll Call: Chialdikas, Miklos, Sniegowski, Stapleton, Blatzer; 5 ayes. Motion Passed. Virgilio absent.

#### **B.** Resolutions

- 1. **Resolution R-40-13** Authorizing Award of Contract for First Street Widening & Resurfacing: Schultz Street to McCarthy Road. Motion by Sniegowski, seconded by Miklos, to adopt said resolution. Roll Call: Chialdikas, Miklos, Sniegowski-abstained, Stapleton, Blatzer; 4 ayes. Motion Passed. Virgilio absent.
- 2. **Resolution R-41-13** Authorizing Award of Contract for Canal Street Repaying: Lemont Street to Stephen Street. Motion by Miklos, seconded by Chialdikas, to adopt said resolution. Roll Call: Chialdikas, Miklos, Sniegowski, Stapleton, Blatzer; 5 ayes. Motion Passed. Virgilio absent.
- 3. **Resolution R-42-13** Rejecting All Bids for the 2013 Bridge Repair Project. Motion by Chialdikas, seconded by Miklos, to adopt said resolution. Roll Call: Chialdikas, Miklos, Sniegowski, Stapleton, Blatzer; 5 ayes. Motion Passed. Virgilio absent.

## VI. VILLAGE ATTORNEY REPORT

#### VII. VILLAGE ADMINISTRATOR REPORT

#### VIII. BOARD REPORTS

**Trustee Chialdikas** – Contacted Commissioner Liz Gorman about four billboard signs that are actually in the County. She will review the issue.

# Trustee Stapleton -

- -The Illinois Arts Council Agency has awarded the Lemont Art & Culture Commission a grant of \$650.00.
- -Keepataw Days takes place this Friday through Monday.
- -The last car show is this Wednesday.

## IX. STAFF REPORTS

## X. UNFINISHED BUSINESS

## XI. NEW BUSINESS

#### XII. EXECUTIVE SESSION

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

#### XIII. ACTION ON CLOSED SESSION ITEMS

Motion to recommend the appointment of Kate Rutledge to the Art & Culture Commission by Stapleton, seconded by Sniegowski. VV 5 ayes. Motion Passed. Virgilio absent.

## XIV. MOTION TO ADJOURN

There being no further business, a motion was made by Stapleton, seconded by Blatzer, to adjourn the meeting at 8:00 p.m. Voice vote: <u>5</u> ayes. Motion passed.

# COMMITTEE OF THE WHOLE MEETING AUGUST 19, 2013 6:30 p.m.

A Meeting of the Village of Lemont Committee of the Whole was held on Monday, August 19, 2013 in the Lemont Village Hall Board Room at 418 Main Street, Lemont, Illinois.

- I. **CALL TO ORDER** Mayor Reaves called the meeting to order at 6:30 p.m.
- II. **ROLL CALL** Trustees Paul Chialdikas, Cliff Miklos, Rick Sniegowski, Ron Stapleton and Jeanette Virgilio; present. Blatzer absent.

Also present were Village staff members George Schafer, Kevin Shaughnessy, Ralph Pukula, Mark La Chappell, Charity Jones, Chris Smith, Jim Cainkar and Village Attorney represented by Jeff Alperin.

#### III. UNFINISHED BUSINESS - None.

#### IV. DISCUSSION ITEMS

Because Trustee Blatzer was not yet present, Mayor Reaves began the discussion items with agenda Item F, Glens of Connemara Completion.

# A. Glens of Connemara Completion

Mayor Reaves gave a brief update on the road surface of the subdivision with the decision to be made on if the surface course should be installed at this time. Ralph Pukula showed a slide presentation of the road damage and chipping. His recommendation was to get the street paved now to avoid worse ware and more costly repairs later. The formal approval will be in front of the Village Board at a future meeting.

# B. 2013 Bridge Repairs

George Schafer gave a brief update on the background of the bridge repair improvements as designated in the FY 14 Budget. The four bids that were received were well over the estimated cost with the low bid being over approximately \$219,000. A revised estimate was done removing recommended items from the scope of the work which brought the revised bid total to \$303,865. We would be required to negotiate with the lowest bidder if we decided to ask for a revised estimate. This discussion can't take place until it is discussed tonight on how to proceed. Discussion revolved around some of the items that needed to be done, but none are a constructional engineering emergency. There is no record of maintenance on these bridges since they were built. Monies spent on the bridges were for preventive maintenance. The recommendation was made to reject all bids and re-bid the work. A new bid cost estimate would be done with the original scope including only two bridges and also to include an option for all four bridges.

## C. St. Patrick Parking Lot Special Use for 217 Cass Street

Charity Jones gave an update of the parking lot situation at St. Pat's which includes the demolition of an existing single-family home and garage. An update was also given of the items that were discussed at the Planning and Zoning Meeting including landscaping, traffic safety and improvements to the adjacent alley. It was determined that the traffic flow would be at the discretion of the Police Department. The traffic pattern had since been discussed and confirmed with the PD. For the landscaping requirements, being that it is located on a residential street, the interior landscaping island will be moved to the south end of the parking lot and 24" shrubs will be

planted around the perimeter of the parking lot. Further discussion took place at the COW regarding the responsible party for the ally improvements costs. The Village will be responsible for maintenance costs for the alley. There was no further discussion on the topic. The item would be up for approval at a future Village Board Meeting.

## D. Westway Coach School Bus Terminal

Charity Jones gave an update of Westway Coach Inc., request for a special use for a school bus terminal and repair facility at 11295 Lemont Road including the discussions at the Planning and Zoning Meeting. The P&Z discussed the traffic and turn lanes. There is a noted correction on the COW Memorandum, page 4, Standards for Special Use, Item 1. It indicates the turning lane could accommodate 7.5 buses before impacting southbound traffic flow and should be 5 buses.

At the COW, discussion took place on the clearing of trees around the right of way on each side of the entrance. The Village will take a look at the area and communicate to Public Works. Westway will have a grass cutting company and will maintain the area. They will also be providing landscaping.

Discussion also took place regarding the safety of bikers and walkers in relation to the buses pulling in and out of the entrance. It was asked that Westway implement this in their safety training to the bus drivers that there are frequent bike riders and pedestrians on that road that they need to watch for. It was also suggested they put up a yield to pedestrians and bikers sign at their exit. Westway was in agreement.

The planned traffic pattern of the buses is to exit the entrance and turn right and when entering, they would be turning left into the facility. In other words, the buses would not be exiting the facility and making a left hand turn onto the bridge. The question was asked if, down the road, there were changes with the school contracts which are on the other side of the bridge, will the buses then turn left out of the entrance onto the bridge. Westway replied that they would still go right and turn around.

Discussion took place regarding, upon contract renewal, to look at including a limit for the number of buses allotted at the facility. Increase in their operation could impact traffic. Westway responded that with the hours of operation of the buses, they are not going in and out all day. It was suggested open communication exist with the Police Department on any problems that arise and to include verbiage that will allow the PD on the property to assess if needed. Westway will inform the PD of how many buses there are at all times and had no problem with allowing the PD on the property.

No more discussion took place. The item would be up for approval at a future Village Board Meeting.

(Trustee Blatzer present.)

# E. Birch Path Concept Plan Review

The concept plan was brought to the COW meeting to determine if the proposal would be considered by the Village Board. There has been a revised plan increasing the lot widths on the south side of the property. The developer is seeking deviation from the normal requirements. The developer will provide landscaping. At this time, the arborist has not been heard back from as to whether the landscaping will act as a buffer for the road noise from I-355. The developer said in speaking with the Tollroad regarding their property, they verbally did not have a problem with the landscaping. The Board would like to see a letter of intent from the Tollroad.

The developer feels the concept would be a nice transition, including some ranch homes to attract empty nesters, and will benefit Mayfair. He noted it's a deviation, as the Mayfair homes will be

looking at these homes and not the tollway. In polling some Mayfair residents, they said they would rather look at the homes. The price range of the homes would be around \$300,000. It will not diminish the Mayfair subdivision, but rather may increase their value. The buyer would dictate the home type (ranch or two story). Discussion took place regarding the lot sizes with the uniqueness of this piece of land. If the Board considerers, there would be a request for an architecture review. The Board consensus was to move forward with the concept and it proceeding to the Planning and Zoning Commission to work with the Village Planning and Economic Development Director.

## F. First Street Widening

Village Engineer, Jim Cainkar, gave a review of the project which includes the relocation of utility poles, widening of the road, and repaving. This will make the road two-ways all the way through. Letters will go to residents on First Street this week and they will be aware that Schultz and First Street will connect. No discussion took place. The item would be up for approval at a future Village Board Meeting.

## G. Canal Street Improvements – Lemont Street to Stephen Street

A review was given on the repaving and brick replacement of Canal Street. The bricks are popping up and need to be replaced and the curbs will be redone to comply with ADA. No discussion took place. The item would be up for approval at a future Village Board Meeting.

## F. Illinois Street Improvements

This improvement project with the proposed ADA routing plan must be approved by the Attorney General's Office. It is still unknown if the proposed routing plan will be approved by this office. It is not feasible at this time that we would be able to put the project out to bid before the TIF expires. An effort will be made to contact the Attorney General's Office.

#### V. NEW BUSINESS

#### A. Rt. 83 & Main Street

With the construction of this intersection, Cook County is required to put a bike path through (slide shown). If we want them to go through, we have to pay 20% of the cost. This is an \$8MM project projected to begin next year. Discussion took place on the possibilities of where to further connect the path to bring in downtown.

#### **B.** Building Maintenance

Mayor Reaves noted that we have three relatively new buildings and equipment. The air conditioning unit at the PD is continually breaking down. He questioned what was being done at our facilities as far as maintenance with the new equipment. He instructed staff to have an individual to track our maintenance on building equipment including the parking garage, wells, Safety Village, Metra Station, etc.

## C. Commercial Garbage Bin / Residential Use

A staff member was contacted by a resident on Main Street that asked if a commercial garbage bin in the area can be used by residents. The answer was no, that they cannot be used by residents.

Meeting adjourned at 9:31 PM.

# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

			Source	Payee Name EFT Bank/Account	Amoun
Bank Accou	unt: Clearing -	Accounts P	ayable		
	09/09/2013	6908	Accounts Payable	3M Company	2,010.97
	Invoice		Date	Description	Amount
	SS24699		08/07/2013	Materials & Supplies-maintenance, safety, hardware, uniforms	718.84
	SS24698		08/08/2013	Materials & Supplies-maintenance, safety, hardware, uniforms	1,292.13
Check	09/09/2013	6909	Accounts Payable	Air 1 Wireless, Inc	50.78
	Invoice		Date	Description	Amount
	AIR1OIN7412		08/20/2013	AIR1OAR2 - phone charger	37.79
	AIR10IN	7414	08/21/2013	AIR1OAR9 - usb data cable	12.99
Check	09/09/2013	6910	Accounts Payable	AmAudit	142.15
	Invoice		Date	Description	Amount
	1031		09/01/2013	utility audit contingency pmt	142.15
Check	09/09/2013	6911	Accounts Payable	Ashland, Inc.	165.11
	Invoice		Date	Description	Amount
	13043872	24	08/21/2013	supplies	165.11
Check	09/09/2013	6912	Accounts Payable	AT&T Illinois	665.10
Onook	Invoice		Date	Description	Amount
	63025719	2820813	08/25/2013	630 257-1982 589 2 ruffled fthrs l/s	57.01
	63025704		08/25/2013	630 257-1902 369 2 fullied fulls its	59.41
	63025764		08/25/2013	630 257-6421 123 8 well #5	37.26
	63025722	2900813	08/25/2013	630 257-2290 820 6 well #3	121.32
	63025795	5390813	08/25/2013	630 257-9539 074 6 keepataw trails l/s	55.62
	63025715	5980813	08/25/2013	630 257-1598 090 7 v.h. fax line	0.61
	63025724	1740813	08/25/2013	630 257-2474 474 0 p.d. phone line	162.68
	63025752	2720813	08/25/2013	630 257-5272 181 8 metra station	52.34
	63025752	2710813	08/25/2013	630 257-5271 183 5 harpers grove l/s	57.72
	63025759	9360813	08/25/2013	630 257-5936 976 9 well #4	61.13
Check	09/09/2013	6913	Accounts Payable	Avalon Petroleum Company	6,580.00
	Invoice		Date	Description	Amount
	455378		08/17/2013	2000 gals unl fuel	6,580.00
Check	09/09/2013	6914	Accounts Payable	Award Emblem Mfg. Co., Inc.	76.20
	Invoice		Date	Description	Amount
	379694		08/15/2013	awards	76.20
Check	09/09/2013	6915	Accounts Payable	Azavar Audit Solutions	2,252.95

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

Туре	Date	Number	Source	Payee Name EFT	Bank/Account	Tra	ansaction Amount
	Invoice		Date	Description		Amount	
	9616		09/01/2013	utility audit contingency pmt		2,252.95	
Check	09/09/2013	6916	Accounts Payable	Battery Service Corp.			390.50
	Invoice		Date	Description		Amount	
	236537		08/21/2013	battery		53.50	
	236742		08/28/2013	batteries		68.50	
	236743		08/28/2013	batteries		268.50	
Check	09/09/2013	6917	Accounts Payable	Bode , Denise G			250.00
	Invoice		Date	Description		Amount	
	13-08-28		08/28/2013	8/26/13, 8/28/13 presentations		250.00	
Check	09/09/2013	6918	Accounts Payable	C.E.S. (City Electric Supply Co-MA)			745.32
	Invoice		Date	Description		Amount	
	ROM/020	022	08/02/2013	light parts		199.00	
	ROM/019	996	07/30/2013	light parts		546.32	
Check	09/09/2013	6919	Accounts Payable	Carey C. Cosentino, PC			1,500.00
	Invoice		Date	Description		Amount	
	13-09-03		09/03/2013	Aug 2013 legal		1,500.00	
Check	09/09/2013	6920	Accounts Payable	Carroll Distributing & Construction Supply, Inc.			95.94
	Invoice		Date	Description		Amount	
	349698		08/14/2013	supplies		95.94	
Check	09/09/2013	6921	Accounts Payable	Christian , Emily JB			64.05
	Invoice		Date	Description		Amount	
	13-09-04		09/04/2013	art work commission		64.05	
Check	09/09/2013	6922	Accounts Payable	Circle Tractor			170.40
	Invoice		Date	Description		Amount	
	01-14394	9	08/20/2013	parts		170.40	
Check	09/09/2013	6923	Accounts Payable	Closed Circuit Innovations			1,150.00
	Invoice		Date	Description		Amount	
	5299		08/27/2013	security camera maintenance		1,150.00	
Check	09/09/2013	6924	Accounts Payable	Comcast Cable			234.40
	Invoice		Date	Description		Amount	

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

nsaction Amount		EFT Bank/Account	Source	Number	Date I	Туре
	29.77	5 v.h. cable TV	08/24/2013	5	13/08-1615	
	204.63	96 p.w. cable/internet	08/22/2013		13/08-8896	
177.13			Accounts Payable	6925	09/09/2013	Check
	Amount		Date		Invoice	
	14.47	lights - illinois, e of stephen	08/27/2013		13/08-8014	
	117.62	lights - talcott, e of stephen	08/27/2013		13/08-0007	
400.00	45.04	lights - stephen st 1 S river	08/27/2013		13/08-4052	
160.38			Accounts Payable	6926	09/09/2013	Check
	Amount		Date		Invoice	
	80.19	Carr paint delivery	07/30/2013		534-573723	
	80.19	Carr paint delivery	08/16/2013		534-573830	
12.25		y, Inc.	Accounts Payable	6927	09/09/2013	Check
	Amount		Date		Invoice	
	12.25	ghts - ed bossert dr	08/16/2013	93	001117639	
951.00		of Deeds	Accounts Payable	6928	09/09/2013	Check
	Amount		Date		Invoice	
	951.00		07/31/2013	3113	INV272073	
47.84			Accounts Payable	6929	09/09/2013	Check
	Amount		Date		Invoice	
	47.84	ce	08/29/2013		67539	
429.65		hnologies	Accounts Payable	6930	09/09/2013	Check
	Amount		Date		Invoice	
	429.65		08/20/2013		2617	
108.39			Accounts Payable	6931	09/09/2013	Check
	Amount		Date		Invoice	
	108.39		08/28/2013	78	2-382-8857	
500.00			Accounts Payable	6932	09/09/2013	Check
	Amount		Date		Invoice	
	500.00	ge property rental	08/20/2013		13-08-20	
169.97			Accounts Payable	6933	09/09/2013	Check
	Amount		Date		Invoice	
	169.97		08/27/2013		58472	

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

Гуре	Date	Number	Source	Payee Name EFT Bank/Account	Transaction Amount
Check	09/09/2013	6934	Accounts Payable	Gallagher Materials, Inc.	1,299.24
	Invoice		Date	Description	Amount
	116285ME	3	08/22/2013	cold patch	1,299.24
Check	09/09/2013	6935	Accounts Payable	Guaranteed Technical Services And Consulting, Inc.	3,301.25
	Invoice		Date	Description	Amount
	2011253		08/28/2013	I.T. Support	1,001.25
	2011258		09/03/2013	I.T. Support	2,300.00
Check	09/09/2013	6936	Accounts Payable	Illinois Association of Code Enforcement	25.00
	Invoice		Date	Description	Amount
	13-08-28		08/28/2013	membership - Robert Raspanti	25.00
Check	09/09/2013	6937	Accounts Payable	J.G. Uniforms Inc	156.79
	Invoice		Date	Description	Amount
	31542		08/20/2013	vest cover - boyer	156.79
Check	09/09/2013	6938	Accounts Payable	JCM Uniforms	195.95
	Invoice		Date	Description	Amount
	682784		08/03/2013	uniforms - keane	195.95
Check	09/09/2013	6939	Accounts Payable	Lina Embroidery	28.00
	Invoice		Date	Description	Amount
	13-08-08		08/08/2013	uniforms - boyer	28.00
Check	09/09/2013	6940	Accounts Payable	M/I Homes of Chicago	13,000.00
	Invoice		Date	Description	Amount
	120606		08/21/2013	refund cleanup bond - 12601 Brighton Dr	1,000.00
	120606 (T	)	08/21/2013	refund Temp Co bond - 12601 Brighton Dr	500.00
	120606 (L	)	08/21/2013	refund landscape bond - 12601 Brighton Dr	10,000.00
	120608		08/21/2013	refund Temp Co bond - 12605 Brighton Dr	500.00
	120609		08/21/2013	refund Temp Co bond -12609 Brighton Dr	500.00
	120611		08/21/2013	refund Temp Co bond - 12617 Brighton Dr	500.00
Check	09/09/2013	6941	Accounts Payable	MARTH CONSTRUCTION	1,000.00
	Invoice		Date	Description	Amount
	120979		08/28/2013	refund cleanup bond - 12770 Waterford Dr	1,000.00
Check	09/09/2013	6942	Accounts Payable	McMaster-Carr Supply Co.	1,999.39
	Invoice		Date	Description	Amount

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

Туре	Date N	Number	Source	Payee Name	EFT Bank/Account	Transactio Amour
	56888960 56889500 57408809 57605582 58073360		08/06/2013 08/06/2013 08/14/2013 08/16/2013 08/21/2013	traffic paint traffic paint traffic paint traffic paint hand tool		533.70 533.70 355.80 533.70 42.49
Check	09/09/2013	6943	Accounts Payable	Metropolitan Industries Inc		4,305.00
	Invoice		Date	Description		Amount
	0000276034	4	08/16/2013	well #5 booster pump		4,305.00
Check	09/09/2013	6944	Accounts Payable	Mezyk , Thad		51.16
	Invoice		Date	Description		Amount
	13-08-27		08/27/2013	per diem		51.16
Check	09/09/2013	6945	Accounts Payable	Morris Engineering, Inc.		5,285.00
	Invoice		Date	Description		Amount
	13-03732		08/19/2013	Jul 2013 reviews and inspections		5,285.00
Check	09/09/2013	6946	Accounts Payable	Muffins Ice Cream Shoppe		750.00
	Invoice		Date	Description		Amount
	1005		08/13/2013	ice cream - kops n kidz day		750.00
Check	09/09/2013	6947	Accounts Payable	Napa Auto Parts		269.58
	Invoice		Date	Description		Amount
	513693 513488 076186 509490 510692		08/29/2013 08/27/2013 08/29/2013 07/10/2013 07/23/2013	parts parts parts subscription service retd parts retd parts		58.72 230.59 146.02 (30.26) (135.49)
Check	09/09/2013	6948	Accounts Payable	NiCor Gas		174.54
	Invoice		Date	Description		Amount
	13/08-8700 13/08-8700 13/08-9589 13/08-2382 13/08-2000	1 2 4	08/16/2013 08/19/2013 08/21/2013 08/29/2013 08/28/2013	69-22-85-0043 0 ruffled fthrs I/s 93-56-54-8700 1 smith farms I/s 37-62-87-9589 2 target-kohls I/s 88-84-93-2382 4 glens of connema 37-54-52-2000 8 well #3	ara	78.85 23.78 23.78 24.99 23.14
Check	09/09/2013	6949	Accounts Payable	North American Salt Co.		4,491.55
	Invoice		Date	Description		Amount
	71015669		08/20/2013	well #3 salt		2,215.28

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Tra	nsaction Amount
	7101665	3	08/22/2013	well #6 salt		2,276.27	
Check	09/09/2013	6950	Accounts Payable	Occupational Health Centers of Illinois. P.C.			89.00
	Invoice		Date	Description		Amount	
	1007623	769	08/07/2013	employee exam		89.00	
Check	09/09/2013	6951	Accounts Payable	OfficeMax Incorporated			331.61
	Invoice		Date	Description		Amount	
	794045		08/29/2013	office supplies		248.15	
	512921		08/30/2013	office supplies		6.99	
	789143		08/29/2013	office supplies		76.47	
Check	09/09/2013	6952	Accounts Payable	Parry , Mona			41.16
	Invoice		Date	Description		Amount	
	13-09-04		09/04/2013	expense reimbursement		41.16	
Check	09/09/2013	6953	Accounts Payable	PDC Laboratories			115.00
	Invoice		Date	Description		Amount	
	747910		08/15/2013	samples		115.00	
Check	09/09/2013	6954	Accounts Payable	Professional Law Enforcement Training			175.00
	Invoice		Date	Description		Amount	
	Q990		08/14/2013	training registration - t mezyk		175.00	
Check	09/09/2013	6955	Accounts Payable	Rag's Electric		;	3,774.60
	Invoice		Date	Description		Amount	
	8954		08/14/2013	well #5 booster pump install		1,242.00	
	8953		08/13/2013	light parts		749.10	
	8909		08/23/2013	chestnut crossing I/s repair		1,783.50	
Check	09/09/2013	6956	Accounts Payable	Rainbow Printing			639.25
	Invoice		Date	Description		Amount	
	409943		08/16/2013	#10 utility bill envelopes		171.95	
	409940		08/16/2013	business cards - danaher		69.95	
	409949		08/20/2013	letterhead		193.45	
	409950		08/20/2013	business cards		203.90	
Check	09/09/2013	6957	Accounts Payable	Riccio Construction Corp.		5-	4,102.60
	Invoice		Date	Description		Amount	
	13083-1		09/03/2013	Division St water main		54,102.60	

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transactio Amoun
Check	09/09/2013	6958	Accounts Payable	Rod Baker Ford		468.09
	Invoice		Date	Description		Amount
	122436		08/20/2013	parts		500.64
	122480		08/21/2013	retd parts - orig inv #122436		(100.37)
	122460		08/21/2013	parts		97.82
	122479		08/21/2013	core retd - orig inv #122460		(30.00)
Check	09/09/2013	6959	Accounts Payable	Schindler Elevator Corp.		2,889.63
	Invoice		Date	Description		Amount
	8103544	009	09/01/2013	contract # 4100062320		2,889.63
Check	09/09/2013	6960	Accounts Payable	ServiceMaster By Bouck		2,550.00
	Invoice		Date	Description		Amount
	GBL913		09/01/2013	Sep 2013 janitorial service		2,550.00
Check	09/09/2013	6961	Accounts Payable	Share Corporation		198.10
	Invoice		Date	Description		Amount
	851067		08/16/2013	supplies		198.10
Check	09/09/2013	6962	Accounts Payable	Southwest Central Dispatch		24,811.70
	Invoice		Date	Description		Amount
	13-08-20	)	08/20/2013	10-1201-513 - Sep '13 assessment		24,811.70
Check	09/09/2013	6963	Accounts Payable	Strictly Board-Up Inc.		140.00
	Invoice		Date	Description		Amount
	7163		08/21/2013	1327 Acorn		140.00
Check	09/09/2013	6964	Accounts Payable	Surefire Auto Parts		760.33
	Invoice		Date	Description		Amount
	311875		08/01/2013	parts		159.95
	312838		08/08/2013	battery		79.99
	314103		08/16/2013	parts		47.87
	314455		08/19/2013	parts		69.76
	315059		08/23/2013	parts		15.83
	315924		08/29/2013	parts		16.99
	315989		08/29/2013	parts		250.80
	316087		08/29/2013	retd parts		(250.80)
	316101		08/30/2013	parts		454.95
	316143		08/30/2013	retd parts		(376.88)
	316011		08/29/2013	parts		251.88

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

Туре	Date	Number	Source	Payee Name EFT Bank/Account		nsaction Amount
	316094		08/30/2013	parts	39.99	
Check	09/09/2013	6965	Accounts Payable	Toshiba Financial Services		291.20
	Invoice		Date	Description	Amount	
	23466022	3	08/13/2013	968667 - p.d. 3500C copier lease	291.20	
Check	09/09/2013	6966	Accounts Payable	Unifirst Corporation		44.17
	Invoice		Date	Description	Amount	
	062 00484	156	08/26/2013	shop towel service	44.17	
Check	09/09/2013	6967	Accounts Payable	Veteran Toner Services		8.75
	Invoice		Date	Description	Amount	
	13-20301		08/13/2013	office supplies	8.75	
Check	09/09/2013	6968	Accounts Payable	Vulcan Materials		282.76
	Invoice		Date	Description	Amount	
	30370147		08/20/2013	gravel	282.76	
Check	09/09/2013	6969	Accounts Payable	Waste Management		24.00
	Invoice		Date	Description	Amount	
	4734189-2	2007-9	09/01/2013	801-1098416-2007-2 - 418 Main St	24.00	
Check	09/09/2013	6970	Accounts Payable	Water Resources Inc.	2	2,594.70
	Invoice		Date	Description	Amount	
	28100		08/23/2013	water meters	2,594.70	
Check	09/09/2013	6971	Accounts Payable	Willow Ridge Glass Inc.		405.00
	Invoice		Date	Description	Amount	
	501492		08/22/2013	install safety glass - parking garage door	405.00	
Check	09/09/2013	6972	Accounts Payable	Wright Express Fleet Services		366.80
	Invoice		Date	Description	Amount	
	34031122		08/31/2013	retail fuel purchases	366.80	
Check	09/09/2013	6973	Accounts Payable	Zee Medical Inc.		65.17
	Invoice		Date	Description	Amount	
	01000525	18	08/22/2013	safety supplies	65.17	
Check	09/09/2013	6974	Accounts Payable	Kulhanek , Jerry	2	2,040.00
	Invoice		Date	Description	Amount	
	13-08-28		08/28/2013	facade grant reimbursement	2,040.00	

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 09/09/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		saction Amount
Check	09/09/2013	6975	Accounts Payable	Pawlikowska , Katarzyna		1,	,000.00
	Invoice		Date	Description		Amount	
	120294		08/30/2013	cleanup bond refund - 516 S	Senon Dr	1,000.00	
Check	09/09/2013	6976	Accounts Payable	Wolz , Alison			48.50
	Invoice		Date	Description		Amount	
	13-08-26		08/26/2013	refund for returned commute	er parking permit #0739	48.50	
Clearing Accounts Payable Totals:		Transactions: 69		\$153,	,690.05		

Checks: 69 \$153,690.05

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# **Warrant list**

Bank Account: Clearing - Accounts Payable Batch Date: 08/30/2013

Гуре	Date	Number	Source	Payee Name EFT Bank/Account	Transaction Amoun
Bank Ac	count: Clearing -	Accounts P	ayable		
Check	08/30/2013	6895	Accounts Payable	Aggreko, LLC	6,300.00
	Invoice		Date	Description	Amount
	1328911	4	08/06/2013	generator rental for well #6	6,300.00
Check	08/30/2013	6896	Accounts Payable	Crawford, Murphy, Tilly, Inc.	771.88
	Invoice		Date	Description	Amount
	97563		07/25/2013	CSO monitoring	771.88
Check	08/30/2013	6897	Accounts Payable	Cross Points Sales, Inc.	585.00
	Invoice		Date	Description	Amount
	17873		08/15/2013	FAS lease 4th gtr - 416 Main	585.00
Check	08/30/2013	6898	Accounts Payable	Ehlers & Associates, Inc.	750.00
	Invoice		Date	Description	Amount
	346690		08/12/2013	TIF amendment	750.00
Check	08/30/2013	6899	Accounts Payable	Frank Novotny & Associates, Inc.	261,032.96
	Invoice		Date	Description	Amount
	12170-4		01/30/2013	engineering old quarry	438.00
	12217-2		11/19/2012	engineering 127th St	2,451.50
	12217-3		01/30/2013	engineering 127th St	365.00
	13182-1		07/15/2013	annual inspection report	149.00
	13194-1		07/15/2013	engineering Ruffled Feathers	149.00
	12188-2		07/15/2013	engineering 2012 bridge repairs	223.50
	12211-3		07/15/2013	engineering Lippner Bldg garage wall	298.00
	12340-2		07/15/2013	engineering Timberline Knolls May-Jun	431.50
	06028.GI	E-34	07/15/2013	general engineering	596.00
	04281-1		07/15/2013	engineering MDC consulting services	372.50
	13062-1		07/15/2013	engineering Tri-Central utilities	606.50
	12022-5		01/30/2013	engineering 2012 CDBG app	438.00
	11378-3		01/30/2013	engineering design services	146.00
	12206-3		01/30/2013	engineering Lemont Express Car Wash	677.00
	12181-3		01/30/2013	engineering Glen Oaks	1,687.50
	12158-3		01/30/2013	engineering Art Logistics	219.00
	12116-4		01/30/2013	engineering Briarcliffe townhomes	1,268.00
	12043-5		01/30/2013	engineering MWRDGC	892.00
	11140-2		07/15/2013	engineering Vancho's subdivision	74.50
	13068-2		07/15/2013	engineering Virginia Reed	1,091.50
	13147-1		07/15/2013	engineering JJB Group subdivision	149.00

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# **Warrant list**

Bank Account: Clearing - Accounts Payable Batch Date: 08/30/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amoun
	13162-1		07/15/2013	engineering 802 Hi	llview wall	74.50
	13161-1		07/15/2013	engineering 14725		223.50
	13107-1		08/28/2013	engineering Spygla	•	149.00
	13142-1		07/15/2013	engineering MWRI		745.00
	13181-1		07/15/2013	engineering 13555		131.00
	12308-3		07/15/2013		of Connemara sidewalks	113.00
	12391-1		01/30/2013	· · ·	Street condition survey	217.00
	12389-1		01/30/2013	engineering 1151 S	•	110.00
	12387-1		01/30/2013	engineering Ketteri		1,533.00
	12386-1		01/30/2013	• •	Care Center parking	88.75
	12366-1		01/30/2013	engineering Village		73.00
	12349-2		01/30/2013	engineering Stage	•	965.00
	12341-1		01/30/2013	engineering 1090 S		55.00
	12329-2		01/30/2013	engineering 713 Ea		73.00
	12327-1		01/30/2013	engineering Tri-Ce	•	1,168.00
	12287-2		01/30/2013	engineering Main S		292.00
	12284-1		01/30/2013	engineering 534 Ke	eepataw	73.00
	13063-1		07/15/2013	engineering Smith	Farms electrical	866.50
	10320-2		07/15/2013	engineering Athen	Knolls detention	447.00
	10217-3		07/15/2013	engineering Casey	Equipment water connection	113.00
	12039-1		11/19/2012	engineering 2012 A	atlas update	14,495.25
	10444-10	)	07/15/2013	engineering State S	St water service transfer	1,016.00
	02115-47	7	07/15/2013	engineering NPDE	S - CSO flow	747.16
	13083-1		07/15/2013	engineering Divisio	n St water main loop	8,435.75
	13049-1		07/15/2013	engineering 2013 s	ewer cleaning & televising	3,321.10
	13103-2		07/15/2013	planning East St to	wnhome project	298.00
	13159-1		07/15/2013	planning Brew Hou	nds Pub	74.50
	10048-2		07/15/2013	planning Casey Eq	uipment plat of annexation	131.25
	13165-1		07/15/2013	planning Timberline	e Knolls healthcare program bldg	802.09
	13095-2		07/15/2013	planning UDO upda	ates	448.00
	12402-2		07/15/2013	engineering Ridge	Road water main replacement	8,602.40
	12233-2		07/15/2013	engineering Porter	St alley water main	22,895.41
	07171-20	)	07/15/2013	engineering McCar	thy & Walker Rds intersection improvements	521.50
	10041-14	1	07/15/2013	engineering Illinois	St rehab	3,335.70
	12241-5		07/15/2013	engineering 2012 [	Downtown TIF District parking lot rehab	6,984.73
	13186-1		07/15/2013	engineering First C	hurch of the Nazarene utility extension	1,575.00
	11120-9		07/15/2013	engineering ComE	d easements	4,306.00
	05027-22	2	07/23/2013	engineering Triang	le project	39,562.69
	05027-2		07/15/2013	engineering Triang	le project	80,582.83
	13041-1					

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# Warrant list

Bank Account: Clearing - Accounts Payable Batch Date: 08/30/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
			07/15/2013	engineering 2013 MFT resurfacing	I	42,515.35
	12125-2F	F	07/15/2013	engineering 2012 MFT maintenand	ce	149.00
Check	08/30/2013	6900	Accounts Payable	Hoppy's Landscaping		10,900.00
	Invoice		Date	Description		Amount
	6526		08/07/2013	I & M Canal retaining wall repair		10,900.00
Check	08/30/2013	6901	Accounts Payable	Johnson, Depp & Quisenberry, PSC		1,650.00
	Invoice		Date	Description		Amount
	13-08-05	;	08/05/2013	Jul '13 OAN consulting		1,650.00
Check	08/30/2013	6902	Accounts Payable	Kansas State Bank of Manhattan		44,100.34
	Invoice		Date	Description		Amount
	13-07-23	3	07/23/2013	3342416 - (2) 2011 Dump Trucks I	lease	44,100.34
Check	08/30/2013	6903	Accounts Payable	Occupational Health Centers of the Southwest P.A.		89.00
	Invoice		Date	Description		Amount
	1007623	769	08/13/2013	employee exam		89.00
Check	08/30/2013	6904	Accounts Payable	Rag's Electric		12,000.00
	Invoice		Date	Description		Amount
	8768		07/29/2013	pedestrian signal		12,000.00
Check	08/30/2013	6905	Accounts Payable	Schomig Land Surveyors, Ltd		17,000.00
	Invoice		Date	Description		Amount
	8887-1		08/02/2013	Tri-Central property		9,000.00
	8916-18		08/02/2013	Tri-Central property		3,500.00
	8916-17		08/02/2013	Tri-Central property		4,500.00
Check	08/30/2013	6906	Accounts Payable	Sikich, LLP		23,287.50
	Invoice		Date	Description		Amount
	166617		08/26/2013	Jul 2013 financial consulting		23,287.50
Check	08/30/2013	6907	Accounts Payable	Total Parking Solutions Inc.		304.00
	Invoice		Date	Description		Amount
	102284		08/06/2013	paper for parking terminals		304.00
Clearing	Accounts Payable	e Totals:		Transactions: 13		\$378,770.68
	Checks:	1:	3 \$378,7	70.68		

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# **Warrant list**

Bank Account: GMAT Grant - GMAT Grant Batch Date: 09/06/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account	Transacti Amou
Bank Acc	count: GMAT Gra	int - GMAT	Grant			
Check	09/06/2013	10503	Accounts Payable	Battle/Greater Metropolitan Auto Theft		4,881.2
	Invoice		Date	Description		Amount
	13-08-23		08/23/2013	reimbursement		4,881.21
Check	09/06/2013	10504	Accounts Payable	Canon Financial Services, Inc.		61.0
	Invoice		Date	Description		Amount
	12994230	)	08/13/2013	L16081 - copier usage		61.05
Check	09/06/2013	10505	Accounts Payable	Carsmart		260.0
	Invoice		Date	Description		Amount
	024153		07/13/2013	window tint Jeep Grand Cherokee		260.00
Check	09/06/2013	10506	Accounts Payable	DuPage Airport		1,191.3
	Invoice		Date	Description		Amount
	RC00620	41	09/01/2013	unit #12, #13		1,191.33
Check	09/06/2013	10507	Accounts Payable	Ice Mountain		20.8
	Invoice		Date	Description		Amount
	03H01192	236503	08/13/2013	water delivery		20.81
Check	09/06/2013	10508	Accounts Payable	Jiffy Lube / Sound Billing		340.0
	Invoice		Date	Description		Amount
	1920479		07/31/2013	Jul '13 vehicle maintenance		340.09
Check	09/06/2013	10509	Accounts Payable	Kane County State's Attorney's Office		1,417.0
	Invoice		Date	Description		Amount
	13-07-31		07/31/2013	Jul '13 salary reimbursement		1,417.00
Check	09/06/2013	10510	Accounts Payable	Merchants Automotive Group		2,502.0
	Invoice		Date	Description		Amount
	LW 00183	326	07/31/2013	vehicle lease pmts		2,502.00
Check	09/06/2013	10511	Accounts Payable	Motorola Solutions		477.0
	Invoice		Date	Description		Amount
	10562628	2013	08/01/2013	6008AC BATTLE/GMAT		477.00
Check	09/06/2013	10512	Accounts Payable	Quill Corporation		65.1
	Invoice		Date	Description		Amount
	4783224		08/13/2013	C2135669 - office supplies		65.72
Check	09/06/2013	10513	Accounts Payable	Verizon Wireless		888.

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# Warrant list

Bank Account: GMAT Grant - GMAT Grant Batch Date: 09/06/2013

Туре	Date	Number	Source		Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Date	Description		Amount
	9709447 9709388			08/06/2013 08/06/2013	987317374-00001 285453371-00001		826.16 61.96
GMAT Grant GMAT Grant Totals:			Transactions: 11		\$12,104.33		
	Checks:	1	1	\$12.104	1.33		

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# Warrant list

Bank Account: GMAT Project - GMAT Project Batch Date: 09/06/2013

Туре	Date	Number	Source	Payee Name	EFT Bank/Account		nsaction Amount
Bank Ac	count: GMAT Pro	ject - GMA	T Project				
Check	09/06/2013	15084	Accounts Payable	Hanley , Brion			42.90
	Invoice		Date	Description		Amount	
	13-08-14		08/14/2013	reimbursement - Little Sicily dinner		42.90	
Check	09/06/2013	15085	Accounts Payable	Hatcher , Bessie			125.00
	Invoice		Date	Description		Amount	
	13-08-20		08/20/2013	BATTLE office cleaning		62.50	
	13-08-28		08/27/2013	BATTLE office cleaning		62.50	
GMAT Pi	roject GMAT Proje	ct Totals:		Transactions: 2			\$167.90
	Checks:	2	2 \$1	67.90			

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# **Village Board**

# Agenda Memorandum

Item#

to: Mayor & Village Board

from: George J. Schafer, Village Administrator

Subject: Resolution Appointing Eileen M. Donahue Delegate to the Intergovernmental

Risk Management Agency (IRMA)

date: September 5, 2013

## **BACKGROUND/HISTORY**

The Village of Lemont belongs to the Intergovernmental Risk Management Agency (IRMA) for its workers compensation and general liability coverage and risk management services. As part of the IRMA bylaws, the Village Board must formally approve a resolution naming a delegate and alternate to represent the Village. It is staff's recommendations that Eileen Donahue, HR Generalist be named delegate to IRMA. In addition, George Schafer, Village Administrator should be alternate

# PROS/CONS/ALTERNATIVES (IF APPLICABLE)

## RECOMMENDATION

Approval of the Attached Resolution.

# ATTACHMENTS (IF APPLICABLE)

A. Resolution Appointing Eileen M. Donahue Delegate to the Intergovernmental Risk Management Agency (IRMA)

## SPECIFIC VILLAGE BOARD ACTION REQUIRED

A. Motion to Approve Resolution Appointing Eileen M Donahue Delegate to the Intergovernmental Risk Management Agency (IRMA)

RESOLUTION
------------

# RESOLUTION APPOINTING EILEEN M. DONAHUE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

WHEREAS, the Village of Lemont adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance and thereby became a member of said cooperative; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency;

NOW, THEREFORE, BE IT RESOLVED by the CORPORATE AUTHORITIES, OF THE VILLAGE OF LEMONT, COOK COUNTY, ILLINOIS AS FOLLOWS:

<u>SECTION 1</u>: That Eileen M. Donahue, Human Resources Generalist, of the Village of Lemont is

hereby appointed to represent the Village of Lemont on the Board of Directors of said

Intergovernmental Risk Agency commencing September 9, 2013.

SECTION 2: That George J. Schafer, Village Administrator, of the Village of Lemont will serve as

alternative representative if Eileen M. Donahue – Delegate is unable to carry our her

aforesaid duties as the representative of the Village of Lemont to said

Intergovernmental Agency.

SECTION 3: CONFLICTS: All prior Resolutions and Resolutions, or parts thereof in conflict or

inconsistent with this Resolution are hereby expressly repealed only to the extent of

such conflict or inconsistency.

SECTION 4: REPEALER: All Resolutions or parts of Resolutions in conflict with any of the

provisions of this Resolution shall be, and the same are hereby repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, approval,

and publication in pamphlet form, as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES ILLINOIS on this  $9^{th}$  Day of SEPTEMBER, 2013

	<b>AYES</b>	<b>NAYS</b>	<b>PASSED</b>	<b>ABSENT</b>
Debby Blatzer				
Paul Chialdikas				
Cliff Miklos				
Rick Sniegowski				
Ronald Stapleton				
Jeanette Virgilio				
			<del></del>	
BRIAN K.	REAVES, Vi	llage Presiden	t	
Attact				
Attest:				
CHARLENE SMOLLEN, Villa	ge Clerk	<del></del>		

# Proclamation

**Mayor** Brian K. Reaves

Village Clerk Charlene Smollen



#### **Trustees**

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

WHEREAS, texting while driving is prohibited for all drivers in Illinois; and

WHEREAS, every year there are more than 100,000 texting-related car crashes; and

WHEREAS, the Village of Lemont holds the health and safety of its teenagers and adults as a chief concern; and

WHEREAS, through the It Can Wait pledge campaign more than 1.8 million people have committed to never text and drive through ItCanWait.com, Facebook, text-to-pledge, tweet-to-pledge and events; and

WHEREAS, 98 percent of commuters know sending a text or email while driving is not safe, yet nearly 50 percent of commuters text while behind the wheel; and

WHEREAS, more than 40 percent who text while driving reported the activity as being a habit; and

WHEREAS, a Virginia Tech study showed those who send text messages while driving are 23 times more likely to crash; and

WHEREAS, a driver that sends a text message while driving not only jeopardizes his or her safety, but also the safety of passengers, pedestrians and other drivers.

NOW, THEREFORE, I, BRIAN K. REAVES, Mayor of Lemont, on behalf of the Village Board of Trustees proclaim September 19, 2013 as "Drive 4 Pledges Day" in the Village of Lemont, and encourage all drivers to take the pledge to never text and drive.

Dated at Lemont this 9th day of September, 2013.	

	BRIAN K. REAVES, Mayor
st:	

# **Village Board**

# Agenda Memorandum

Project # 5041

To: Mayor & Village Board

From: George J. Schafer, Village Administrator

Charity Jones, Planning & Economic Development Director

Jeff Stein, Village Attorney

Subject: An Ordinance Approving Sublease Agreement with Canal Corridor

**Association** 

Date: September 5, 2013

# **BACKGROUND/HISTORY**

The Village currently leases the Metra Station located at 101 Main Street from Metra, and for the last several years has subleased the office portion of the building to the Lemont Area Chamber of Commerce. Earlier this year, the Chamber of Commerce moved out of the building and into Village Hall, leaving the space vacant.

Staff has been working with the Canal Corridor Association on a lease agreement to fill the vacant space. The agreement is a similar agreement to the one the Village had with the Chamber. The payment to the Village will be \$100 per month and the association will be responsible for all utilities. The lease would be for one year with options to renew. Similar to the Chamber's use, the Canal Corridor Association will utilize a small portion of the building for office and administrative purposes and be a headquarters for visitors. Metra has signed off on the request to sublease the building to this entity.

The Canal Corridor Association has been looking for a new home for some time now and will be moving in as soon as the agreement is finalized. Having them in Lemont will bring additional visitors to the downtown and provide for additional synergies among our two entities.

# **RECOMMENDATION**

Approve Ordinance and Sublease Agreement with the Canal Corridor Association

## **ATTACHMENTS (IF APPLICABLE)**

- 1. Ordinance
- 2. Sub-lease agreement

# SPECIFIC VILLAGE BOARD ACTION REQUIRED

Discussion

VILLAGE OF LEMONT	
ORDINANCE NO.	

# **An Ordinance Approving Sublease Agreement** with Canal Corridor Association

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT THIS 9th DAY OF SEPTEMBER, 2013

Published in pamphlet form by Authority of the President and Board of Trustees of the Village of Lemont, Counties of Cook, Will and DuPage, Illinois, this 9th day of September, 2013.

# 583500

## ORDINANCE NO. O-\_\_\_-13

# An Ordinance Approving Sublease Agreement with Canal Corridor Association

- **WHEREAS,** the VILLAGE OF LEMONT ("Village") is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and
- **WHEREAS**, the Village desires to enter into an Sublease Agreement with the CANAL CORRIDOR ASSOCIATION, an Illinois not-for-profit corporation (hereinafter referred to as "Sublessee"); and
- **WHEREAS**, the Village is a Lessee under an OPERATION AND MAINTENANCE AGREEMENT (hereinafter the "Agreement") dated the 31 day of August, 2010 wherein Metra, an Illinois municipal corporation (hereinafter "Metra") is the Lessor; and
- **WHEREAS**, the Village is currently in good standing and has fully complied and performed all of the terms and conditions of said Agreement; and
- **WHEREAS**, the Village is desirous of Subleasing to the Sublessee a portion of the premises which are leased by the Village under the Agreement; and
  - WHEREAS, Metra has consented to the Sublease Agreement; and
- **WHEREAS**, the Village has provided a true and exact copy of said Agreement and the proposed Sublessee hereby acknowledges receipt thereof;
- 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.** The foregoing findings and recitals are herby adopted as Section 1 of this Ordinance and are incorporated by reference as if set forth verbatim herein.
- Section 2. The Village Administrator is hereby authorized and directed to execute the Sublease Agreement attached hereto as Exhibit A and to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this Ordinance.
- **Section 3.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 9th day of September, 2013.

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# PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>				
Paul Chialdikas Clifford Miklos				
Ron Stapleton Rick Sniegowski				
Jeanette Virgilio				
			BRIAN K. RE Presiden	
ATTEST:				
CHARLENE M. S. Village Clerk	MOLLEN	-		

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# **EXHIBIT A**

# SUBLEASE AGREEMENT

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#### SUBLEASE AGREEMENT

•	THIS SUBLEASE AGRE	<b>EEMENT</b> (hereinafter the "Sublease") is made and entered into as
of this _	day of	, 2013 (hereinafter the "Effective Date"), by and
betwee	n the CANAL CORRID	OR ASSOCIATION, an Illinois not-for-profit corporation (hereinafter
referred	d to as "Sublessee"),	and the VILLAGE OF LEMONT, an Illinois municipal corporation,
(hereina	after referred to as "V	'illage") (collectively referred to as the "Parties").

WHEREAS, the VILLAGE OF LEMONT is a Lessee under an OPERATION AND MAINTENANCE AGREEMENT (hereinafter the "Agreement") dated the 31 day of August, 2010 wherein Metra, an Illinois municipal corporation (hereinafter "Metra") is the Lessor; and

**WHEREAS**, the Village is currently in good standing and has fully complied and performed all of the terms and conditions of said Agreement; and

**WHEREAS**, the Village is desirous of Subleasing to the Sublessee a portion of the premises which are leased by the Village under the Agreement; and

**WHEREAS**, the Village has provided a true and exact copy of said Agreement and the proposed Sublessee hereby acknowledges receipt thereof;

**NOW, THEREFORE**, in consideration for the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

- 1. **FEE AND TERM**. The Village hereby Subleases under the terms of the Agreement, the commuter station building, more particularly described on the attached Exhibit A (hereinafter the "Subject Property"), to the Sublessee, as and for the consideration hereinafter set forth:
  - a. Sublessee shall use the Subject Property as an office solely for Canal Corridor Association business and affairs;
  - b. This Sublease shall remain in full force and effect for one (1) year from the 1st day of August, 2013;
  - c. Sublessee hereby agrees to pay to the Village the sum of One Hundred Dollars (\$100.00) per month beginning on the 1st day of August, 2013 and on the 1st day of each month thereafter.
  - d. As long as the Sublessee is not in default of any of the terms and conditions of the Sublease and further subject to the approval of Metra, the Sublessee shall have an option to renew this Sublease for an additional one (1) year period as long as written notice, per the Notice provision found in this Sublease, is given by Sublessee to Village at least 30 days prior to the date of termination of the original term.

- e. In addition to the monthly rental as specified above, the Sublessee agrees that any expense incurred due to Sublessee authorized improvements made (i.e. painting, carpeting and construction of shelving in the subleased premises) will be the sole responsibility of the Sublessee.
- f. The Sublessee shall not take any action in violation of the Agreement, and any breach thereof shall constitute a breach under this Sublease.
- g. The Sublessee shall be responsible for all utility costs of the subleased premises, including, but not limited to its own cable, internet, telephone and scavenger services.
- h. Subject to the approval of the Village and Metra, the Sublessee shall be permitted to use a part of the commuter area station as long as the use is for a commuter convenience service.
- i. The Sublessee shall not be required to sell any train tickets on the premises or to perform any functions of Metra.
- 2. **PARKING**. The Village hereby agrees that during the term of this Sublease, two (2) parking spaces next to the depot building shall be allocated for use by the staff of the Sublessee. Visitors to the Sublessee office shall be able to park in the commuter lot during the hours of 10:00 a.m. to 4:00 p.m. subject to availability.
- 3. **SIGNS.** Sublessee shall not be permitted to install any signage, without first receiving the written approval of Metra and the Village. The Village is not obligated to provide approval and may restrict signage for any reason.
- 4. **INDEMNIFICATION.** Sublessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the Village, Metra, their respective Corporate Authorities, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which the Village, Metra, their respective Corporate Authorities, officers, agents, servants and employees may suffer, incur or sustain or for which they may become liable, growing out of any injury to or death of persons or loss or damage to property, or any other damage which shall at any time during the term of this Sublease be caused by Sublessee in connection with the use, occupancy or possession of the Subject Property. In case any action, suit or suits shall be commenced against the Village and/or Metra growing out of any such claim, loss, damage, cost or expense, the Village may give written notice of the same to the Sublessee, and thereafter the Sublessee shall attend to the defense of the same and save and keep harmless the Village and/or Metra from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith; provided that Metra and the Village shall remain liable with respect to their own negligence or willful misconduct.

5. **INSURANCE.** Sublessee shall procure and keep in effect and name the Village and Metra as additional insureds during the term hereof the following insurance coverage as provided in Exhibit B. Metra shall be named as an additional insured as provided for in Exhibit B. The Village shall be named as an additional insured as the Village of Lemont.

Sublessee agrees to place the aforesaid insurance with a responsible insurance company satisfactory to Village. Sublessee shall deliver said policies or certificates thereof to the Village and any failure to do so, will allow the Village, at its option, to obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. All such policies shall provide that they may not be cancelled or altered except upon 10 days prior written notice to the insured parties.

- 6. **DEFAULT**. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Sublessee, Village may at any time thereafter at its election declare said term ended and re-enter the Subject Property or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Sublessee or any persons occupying the Subject Property, without prejudice to any remedies which might otherwise be used for arrears of rent, and Village shall have at all times the right to distrain for rent due.
  - a. Sublessee's covenant to pay rent is and shall be independent of each and every other covenant of this Sublease. Sublessee agrees that any claim by Sublessee against Village shall not be deducted from rent nor set off against any claim for rent in any action.
  - b. The defaulting party to this Sublease will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by either party enforcing the covenants and agreements of this Sublease.
- 7. **TERMINATION.** Sublessee acknowledges that the term of this Sublease may be subject to termination by Metra upon any breach in this Sublease or the Agreement which allows either Metra or the Village to terminate the Agreement by giving 90 days notice of its intention. Either Party may, at any time, terminate this Sublease by giving 30 days written notice of its intention to terminate.
- 8. **TAXES.** Sublessee shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Subject Property, including but not limited to real estate taxes assessed as a result of this Sublease.
- 9. **ASSIGNMENT.** The Sublessee may not sublet, assign, or otherwise convey its rights in this Sublease without prior written consent of Village and Metra. The Village may withhold such consent for any reason at any time.

#### 10. **CERTIFICATIONS.**

- a. In compliance with 65 ILCS 5/11-42.1-1 and under the oath of the person signing this Sublease on its behalf, the Sublessee certifies hereby that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless: (a) it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax; or (b) it has contracted with the Department of Revenue for the payment of all such taxes that are due and is in compliance with that contract.
- b. The Parties hereby certify that they are not barred from entering into this Sublease as a result of violations of either Section 33E3 or Section 33E4 of the Illinois Criminal Code, that they have a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2105(A)(4), and they are in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

#### 11. MISCELLANEOUS PROVISIONS.

- a. This Sublease shall be binding upon and shall inure to the benefit of the Parties and their respective successors or assigns.
- b. The captions of the Sections of this Sublease are for convenience and are not to be interpreted as part of this Sublease.
- c. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter genders shall be freely interchangeable.
- d. In the event the date for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.
- 12. **SEVERABILITY.** The Parties agree that if any provision of this Sublease is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law and does not represent a material change to the rights or obligations of the Parties.
- 13. **ENTIRE AGREEMENT.** All of the representations and obligations of the Village are contained herein. The Parties agree that no change or modification to this Sublease, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Sublease. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Sublease or any attachments hereto unless and until such amendment has been executed and made a part of this Sublease.

- 14. **GOVERNING LAW, JURISDICTION AND VENUE**. The Parties agree that Illinois law shall control the interpretation and enforcement of this Lease. Moreover, the exclusive venue for claims brought under this Lease shall be Cook County, Illinois and the Parties hereby submit to the jurisdiction of the Illinois courts in Cook County for all actions arising out of this Lease.
- 15. **NO RECORDING**. The Parties agree that this Sublease shall not be recorded with the Cook County Recorder of Deeds.
- 16. **COUNTERPARTS**. This Sublease shall be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

Attact	Attact
BY:	BY:
VILLAGE OF LEMONT	CANAL CORRIDOR ASSOCIATION
SUCCESSOR:	SUBLESEE:
/	
, ,	
/	
/	
/	
/	
/	
/	

# <u>ACKNOWLEDGMENT</u>

The undersigned hereby acknowledges the Subletting of the Agreement to the Canal Corridor Association, an Illinois Non-For-Profit Corporation.

METRA		
Ву:	Attest:	
Title:		

Item #

to:

Mayor Brian K. Reaves

Village Board of Trustees

from:

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

subject:

IDOT / Light-Emitting Diode Traffic Signal Upgrade

date:

August 27, 2013

## **BACKGROUND**

IDOT is proposing to upgrade the traffic signals at the following locations:

- IL Rte 171 (Archer Avenue) @ 107<sup>th</sup> Street
- IL Rte 171 (Archer Avenue\_ @ 111<sup>th</sup> Street
- McCarthy Road @ Bell Road
- 127<sup>th</sup> Street @ State Street

In order to accomplish this light-emitting diode upgrade, and due to the shared jurisdiction, IDOT desires to enter into an agreement with the Village allowing the upgrades to be performed.

## PROS/CONS/ALTERNATIVES

Approval of Agreement with IDOT for participation with IDOT for necessary for the work to be performed on at the above-captioned intersections using State funds (\$310,322.65), with \$7,577.35 being the Village's cost share.

#### RECOMMENDATION

Approval of the Agreement with IDOT, and Resolution, by the Village Board.

## **ATTACHMENTS**

- Agreement for approval said upgrades.
- Resolution

#### **VILLAGE BOARD ACTION REQUIRED**

Approval of the Agreement and Resolution.

## **RESOLUTION**

# RESOLUTION APPROVING AGREEMENT FOR PARTICIPATION FOR TRAFFIC SIGNAL UPGRADES PROJECT

**WHEREAS,** IDOT requires the approval of the Village of Lemont to perform traffic signal upgrades at various intersections;

**WHEREAS**, the Village of Lemont desires to enter into an Agreement for participation with IDOT, for a cost of \$7,577.35 (the Local share of project cost);

**WHEREAS**, the Village Board has authorized the Village President to sign the Agreement for participation.

**NOW, THEREFORE, BE IT RESOLVED,** by the President and Board of Trustees that the agreement 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 9<sup>th</sup> day of September, 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				
		CHARI	LENE SMOLLEN, Vi	llage Clerk
Approved by me this <b>9</b> <sup>th</sup> <b>d</b>	ay of Septembei		LENE SMOLLEN, Vi	llage Clerk
Attest:		BRIAN	I K. REAVES, Villag	e President
CHARLENE SMOLLEN, Vill	age Clerk	<u> </u>		•
Approved as to form:				
	Jeffrey M. Stein, 1	Village Attorney		

# **AGREEMENT**

	THIS AGREEMENT en	tered into this	day of	A.D., by and between the
STATE	OF ILLINOIS, acting by	and through its De	epartment of Tr	ansportation, hereinafter called the
STATE	, and the Village of Len	nont, County of Coo	ok, of the State	of Illinois, hereinafter called the
VILLAC	\$F	•		·

# **WITNESSETH**

WHEREAS, the STATE is proposing to upgrade the traffic signals on the state highways with Light-Emitting-Diode (LED) modules, Uninterruptible Power Supply (UPS) and Countdown Pedestrian Signals (CD Ped) at the intersections of IL Rte 171 (Archer Av) at 107<sup>th</sup> St; IL Rte 171 (Archer Av) at 111<sup>th</sup> St; McCarthy Rd at Bell Rd; 127<sup>th</sup> St at State St; IL Rte 171 (Archer Av) at 127<sup>th</sup> St; IL Rte 171 (Archer Av) at Shopping Center Access Dr; IL Rte 171 (Archer Av) at State St and State St at Illinois St (to be known as STATE Section 2013-040TS and Contract No. 60W85-Job No. C-91-384-13). This LED upgrade project will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

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

WHEREAS, the VILLAGE shares jurisdictions of the following intersections with the STATE at IL Rte 171 (Archer Av) at 107<sup>th</sup> St; 127<sup>th</sup> St at State St; IL Rte 171 (Archer Av) at 127<sup>th</sup> St and IL Rte 171 (Archer Av) at Shopping Center Access Dr

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

- The STATE agrees to prepare plans and specifications, receive bids, award the contract, furnish
  engineering inspection during construction, and cause the improvement to be built in accordance
  with the plans, specifications, and contract. The STATE also agrees to pay all construction and
  engineering costs subject to reimbursement by the VILLAGE as hereinafter stipulated.
- 2. The VILLAGE agrees to approve the plans and specifications by letter or resolution prior to the STATE advertising for the work to be performed hereunder.
- 3. It is mutually agreed that the proportional participation for the estimated construction costs and engineering costs of this improvement shall be as follows:

	Improvement Cost	State Cost	Lemont Cost
IL Rte 171 (Archer Av) at 107 <sup>th</sup> St	\$18,000.00	\$17,550.00	\$450.00
	(Signal upgrades)	(90% +7.5%)	(2.5%)
Engineering (15%)		\$2,632.50	\$67.50
IL Rte 171 (Archer Av) at	\$18,000.00	\$18,000.00	\$0
111 <sup>th</sup> St	(Signal upgrades)	(90% +10%)	(-%)
Engineering (15%)		\$2,700.00	\$0
McCarthy Rd at Bell Rd	\$35,000.00	\$35,000.00	\$0
McCartify Nd at Bell Nd	(Signal upgrades)	(90% +10%)	(-%)
Engineering (15%)		\$2,700.00	\$0
127 <sup>th</sup> St at State St	\$44,000.00	\$40,700.00	\$3,300.00
127 Stat State St	(Signal upgrades)	(90% +2.5%)	(7.5%)
Engineering (15%)		\$6,105.00	\$495.00

	Improvement	State	Lemont
	Cost	Cost	Cost
IL Rte 171 (Archer Av) at 127 <sup>th</sup> St	\$35,000.00	\$33,250.00	\$1,750.00
	(Signal upgrades)	(90% +5%)	(5%)
Engineering (15%)		\$4,987.50	\$262.50
IL Rte 171 (Archer Av) at	\$33,000.00	\$31,911.00	\$1,089.00
Shopping Center Access Dr	(Signal upgrades)	(90% +6.7%)	(3.3%)
Engineering (15%)		\$4,786.65	\$163.35
IL Rte 171 (Archer Av) at	\$55,000.00	\$55,000.00	\$0
State St	(Signal upgrades)	(90% +10%)	(-%)
Engineering (15%)		\$8,250.00	\$0
State St at Illinois St	\$45,000.00	\$40,000.00	\$0
	(Signal upgrades)	(90% +10%)	(-%)
Engineering (15%)		\$6,750.00	\$0
TOTAL		\$293,322.65	\$7,577.35

- 4. It is mutually agreed that the VILLAGE will reimburse the STATE in an amount equal to the VILLAGE'S share of the actual cost as determined in accordance with Item #3 above. It is mutually agreed that upon award of the contract for this improvement, the VILLAGE will pay to the Department of Transportation of the State of Illinois, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said Department the remainder of its obligation (including any non-participating costs for FA projects) in a lump sum, upon completion of the project based upon final costs.
- 5. Upon acceptance by the Department of Transportation of the traffic signal improvement included herein, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall remain as outlined in the current agreement executed between the Village of Lemont and the Department of Transportation.
- 6. The actual maintenance will be performed by the STATE with its own forces or through an ongoing contractual agreement(s).
- 7. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
- 8. The STATE retains the right to control the sequence of timing on the traffic signals.
- 9. This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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VILLAGE OF LEMONT

# PLAN APPROVAL

WHEREAS, in order to facilitate the improvement at the intersections of IL Rte 171 (Archer Av) at 107th St; 127th St at State St; IL Rte 171 (Archer Av) at 127th St and IL Rte 171 (Archer Av) at Shopping Center Access Dr, VILLAGE OF CRETE hereby approves to that portion of the plans and specifications relative to the Village's financial and maintenance obligations described herein prior to the STATE'S advertising for the proposed traffic signal improvements at said intersections above.

			APPROVED:	
			Ву:	VILLAGE ENGINEER
			Date:	
ATTEST:				
	Clerk		_	
		SEAL		